



# 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 Ray Malnar*  
*Councilmember Lauren Tolmachoff*  
*Councilmember Bart Turner*

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Tuesday, October 25, 2016

6:00 PM

Council Chambers

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### 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).

#### **AMENDED VOTING MEETING AGENDA**

**On October 24, 2016 at 11:45 a.m., the agenda summary was amended to add an Executive Session at the request of the City Attorney's Office.**

#### **AMENDED VOTING MEETING AGENDA**

**On October 21, 2016 at 8:30 a.m., the agenda summary was amended to add Item #48 at the request of the Public Works' Department.**

#### **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 27, 2016

1. [16-507](#) APPROVAL OF THE MINUTES OF SEPTEMBER 27, 2016 VOTING MEETING  
Staff Contact: Julie K. Bower, City Clerk  
**Attachments:** [Meeting Minutes of September 27, 2016](#)

### BOARDS, COMMISSIONS AND OTHER BODIES

2. [16-512](#) APPROVE RECOMMENDED APPOINTMENTS TO BOARDS, COMMISSIONS & OTHER BODIES  
Staff Contact: Brent Stoddard, Director, Public Affairs

**PRESENTED BY: Councilmember Jamie Aldama**

### CONSENT AGENDA

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

3. [16-472](#) RECOMMEND APPROVAL OF SPECIAL EVENT LIQUOR LICENSE, GLENDALE ARTS COUNCIL  
Staff Contact: Vicki Rios, Director, Budget and Finance  
**Attachments:** [Application](#)  
[Calls for Service](#)
4. [16-473](#) RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-21546, MARS SMOKE SHOP BEER AND WINE  
Staff Contact: Vicki Rios, Director, Budget and Finance  
**Attachments:** [Map](#)  
[Calls for Service](#)
5. [16-474](#) RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-21537, THE STARLITE LOUNGE  
Staff Contact: Vicki Rios, Director, Budget and Finance  
**Attachments:** [Map](#)  
[Calls for Service](#)
6. [16-446](#) AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH PROFESSIONAL SEARCH ASSOCIATES L.C., DOING BUSINESS AS CORPORATE JOB BANK, FOR TECHNICAL RECRUITING AND STAFFING SERVICES  
Staff Contact: Jim Brown, Director, Human Resources and Risk Management

**Attachments:**      [Agreement](#)

7.      [16-462](#)      AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH THE HAYS GROUP, INC., DOING BUSINESS AS HAYS COMPANIES, FOR EMPLOYEE BENEFITS CONSULTING SERVICES  
Staff Contact: Jim Brown, Director, Human Resources and Risk Management

**Attachments:**      [Agreement](#)

8.      [16-501](#)      AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH ABACUS SERVICE CORPORATION FOR TECHNICAL RECRUITING AND STAFFING SERVICES  
Staff Contact: Jim Brown, Director, Human Resources and Risk Management

**Attachments:**      [Agreement](#)

9.      [16-502](#)      AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH BARA INFOWARE, INC., FOR TECHNICAL RECRUITING AND STAFFING SERVICES  
Staff Contact: Jim Brown, Director, Human Resources and Risk Management

**Attachments:**      [Agreement](#)

10.     [16-503](#)      AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH DATAMANUSA, LLC, FOR TECHNICAL RECRUITING AND STAFFING SERVICES  
Staff Contact: Jim Brown, Director, Human Resources and Risk Management

**Attachments:**      [Agreement](#)

11.     [16-504](#)      AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH MINDLANCE, INC., FOR TECHNICAL RECRUITING AND STAFFING SERVICES  
Staff Contact: Jim Brown, Director, Human Resources and Risk Management

**Attachments:**      [Agreement](#)

12.     [16-505](#)      AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH CYNET SYSTEMS, INC., FOR TECHNICAL RECRUITING AND STAFFING SERVICES  
Staff Contact: Jim Brown, Director, Human Resources and Risk Management

**Attachments:**      [Agreement](#)

13.     [16-506](#)      POSITION RECLASSIFICATIONS  
Staff Contact: Jim Brown, Director, Human Resources and Risk Management

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

14.     [16-488](#)      AUTHORIZATION TO ENTER INTO AMENDMENT NO. 2 TO THE LINKING

AGREEMENT WITH TERRA VERDE, LLC, DOING BUSINESS AS TERRA VERDE SERVICES, FOR SECURITY CONSULTING SERVICES

Staff Contact: Chuck Murphy, Chief Information Technology Officer, Innovation and Technology

**Attachments:** [Amendment No. 2](#)  
[Linking Agreement C-9449](#)

15. [16-510](#) AUTHORIZATION FOR THE EXPENDITURE OF FUNDS AND TO ENTER INTO A LINKING AGREEMENT WITH CDW GOVERNMENT, LLC, FOR TECHNOLOGY HARDWARE AND SERVICES  
Staff Contact: Chuck Murphy, Chief Information Officer, Innovation and Technology

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

16. [16-469](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH VERTECH INDUSTRIAL SYSTEMS, LLC, AND APPROVE THE EXPENDITURE OF FUNDS FOR ON-CALL INSTRUMENTATION AND CONTROL DESIGN AND PROGRAMMING SERVICES FOR THE SUPERVISORY CONTROL AND DATA ACQUISITION SYSTEM  
Staff Contact: Craig Johnson, P.E., Director, Water Services

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

17. [16-479](#) AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE LINKING AGREEMENT WITH SUMMIT ELECTRIC SUPPLY COMPANY, INC., AND APPROVE THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF ELECTRICAL PARTS  
Staff Contact: Craig Johnson, P.E., Director, Water Services

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

18. [16-480](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH HENNESY MECHANICAL SALES, LLC, AND APPROVE THE EXPENDITURE OF FUNDS FOR EQUIPMENT REPAIR AND MAINTENANCE  
Staff Contact: Craig Johnson, P.E., Director, Water Services

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

19. [16-481](#) AUTHORIZATION TO ENTER INTO A SERVICES AGREEMENT WITH ACCESS SECURITY SERVICES INTERNATIONAL, INC., DOING BUSINESS AS ASSI SECURITY OF ARIZONA, AND APPROVE THE EXPENDITURE OF FUNDS TO PROVIDE AND INSTALL CCTV AND ELECTRONIC ACCESS CONTROLS  
Staff Contact: Craig Johnson, P.E., Director, Water Services

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

20. [16-509](#) AWARD OF RFP 16-54, AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH HANDYMAN MAINTENANCE, INC., AND APPROVE THE EXPENDITURE OF FUNDS FOR AQUIFER RECHARGE FACILITY

## LANDSCAPE SERVICES

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

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

21. [16-475](#) EXPENDITURE AUTHORIZATION FOR THE PURCHASE OF EQUIPMENT FROM COVERTTRACK GROUP, INC. FOR THE GLENDALE POLICE DEPARTMENT

Staff Contact: Rick St. John, Interim Police Chief

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

22. [16-476](#) EXPENDITURE AUTHORIZATION FOR THE PURCHASE OF EQUIPMENT FROM PROFORCE MARKETING, INC. FOR THE GLENDALE POLICE DEPARTMENT

Staff Contact: Rick St. John, Interim Police Chief

**Attachments:** [ProForce 2016 Taser Price List](#)

23. [16-498](#) AUTHORIZATION TO PURCHASE COMPUTERS AND THE ASSOCIATED ACCESSORIES FOR THE GLENDALE POLICE DEPARTMENT FROM PCS MOBILE, AUTHORIZED RESELLER OF PANASONIC CORPORATION OF NORTH AMERICA, UTILIZING A CITY OF TUCSON COOPERATIVE PURCHASING CONTRACT

Staff Contact: Rick St. John, Interim Police Chief

**Attachments:** [Proposal](#)  
[Contract Amendment - City of Tucson Contract](#)  
[Original Linking Agreement](#)

24. [16-511](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH ELITE SPORTS BUILDERS, LLC, THROUGH THE NATIONAL IPA/TCPN COOPERATIVE PURCHASING CONTRACT FOR TENNIS COURT REPAIR AND RESURFACING AT PASEO RACQUET CENTER

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

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

25. [16-521](#) AWARD OF CONTRACT RFP 17-11 FOR BROADCAST TELEVISION SERVICES FOR SPECIAL EVENT FESTIVAL ADVERTISING, SPONSORSHIP AND OTHER PROMOTIONAL SERVICES WITH KPHO BROADCASTING CORPORATION, DOING BUSINESS AS 3TV (KTVK-TV)

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

**Attachments:** [KPHO KTVK Contract Glendale Events](#)

26. [16-515](#) AUTHORIZATION FOR THE EXPENDITURE OF FUNDS TO INFOR PUBLIC SECTOR, INC., FOR THE CITY'S ANNUAL HANSEN MAINTENANCE RENEWAL

Staff Contact: Sam McAllen, Director, Development Services

**Attachments:**      [Limited Software License Agreement - C-4525](#)

27.    [16-483](#)            AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH  
ANDERSON LOCK & SAFE, LLC, FOR LOCKSMITH SERVICES  
Staff Contact: Jack Friedline, Director, Public Works

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

28.    [16-484](#)            AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH  
PRIORITY BUILDING SERVICES LLC, FOR HVAC DUCT AND ASSOCIATED  
EQUIPMENT CLEANING SERVICES  
Staff Contact: Jack Friedline, Director, Public Works

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

29.    [16-485](#)            AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE LINKING  
AGREEMENT WITH D.H. PACE COMPANY, INC., FOR REPAIR,  
REPLACEMENT, AND PREVENTATIVE MAINTENANCE OF DOORS AND  
GATES  
Staff Contact: Jack Friedline, Director, Public Works

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

30.    [16-486](#)            AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH WATER  
& ENERGY SYSTEMS TECHNOLOGY, INC., FOR WATER TREATMENT  
CHEMICALS AND SUPERVISORY SERVICES  
Staff Contact: Jack Friedline, Director, Public Works

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

31.    [16-487](#)            AUTHORIZATION TO ENTER INTO A SERVICES AGREEMENT WITH BETTS  
SPRING COMPANY, DOING BUSINESS AS BETTS TRUCK PARTS AND  
SERVICE, FOR REPAIR OF HEAVY DUTY VEHICLES  
Staff Contact: Jack Friedline, Director, Public Works

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

32.    [16-490](#)            AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH  
COMBS CONSTRUCTION COMPANY, INC., FOR THE NORTH APRON  
REHABILITATION PHASE I PROJECT  
Staff Contact: Jack Friedline, Director, Public Works

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

33.    [16-491](#)            AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE  
PROFESSIONAL SERVICES AGREEMENT WITH DIBBLE & ASSOCIATES  
CONSULTING ENGINEERS, INC., DOING BUSINESS AS DIBBLE  
ENGINEERING, FOR CONSTRUCTION ADMINISTRATION SERVICES FOR  
THE NORTH APRON REHABILITATION PHASE I PROJECT  
Staff Contact: Jack Friedline, Director, Public Works

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

34. [16-492](#) AWARD OF BID 16-47, AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH DUNN EDWARDS CORPORATION FOR GRAFFITI PAINT AND OTHER PAINT SUPPLIES  
Staff Contact: Jack Friedline, Public Works Director  
**Attachments:** [Invitation for Bid and Agreement](#)  
[Bid Tabulation Sheet](#)
35. [16-493](#) AWARD OF BID 16-49, AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH FORKLIFT EXCHANGE INC., TO PURCHASE INDUSTRIAL FORKLIFTS FOR THE MATERIALS RECOVERY FACILITY  
Staff Contact: Jack Friedline, Director, Public Works  
**Attachments:** [Invitation for Bid and Agreement](#)  
[Bid Tabulation Sheet](#)
36. [16-494](#) AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH DICK & FRITSCHER DESIGN GROUP, INC., TO PROVIDE CITY HALL SPACE NEEDS AND CONDITION ASSESSMENT  
Staff Contact: Jack Friedline, Director, Public Works  
**Attachments:** [Professional Services Agreement](#)
37. [16-497](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH WESTERN STATES PETROLEUM, INC., FOR GASOLINE AND DIESEL FUEL, AND RATIFICATION OF EXPENDITURES  
Staff Contact: Jack Friedline, Director, Public Works  
**Attachments:** [Linking Agreement](#)
38. [16-516](#) AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE LINKING AGREEMENT WITH FREIGHTLINER OF ARIZONA, LLC, FOR THE PURCHASE OF ONE DUMP TRUCK AND FOR FUTURE PURCHASES OF FOUR REARLOAD TRUCKS  
Staff Contact: Jack Friedline, Director, Public Works  
**Attachments:** [Amendment No. 1](#)

#### CONSENT RESOLUTIONS

39. [16-489](#) RESOLUTION NO. 5161 NEW SERIES  
  
A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO CHANGE ORDER NO. 2 TO AN INTERGOVERNMENTAL AGREEMENT (GRANT PASS-THROUGH AGREEMENT) WITH THE CITY OF PHOENIX FOR GRANT NO. AZ-90-X124 RELATING TO TRANSIT SERVICES.  
Staff Contact: Jack Friedline, Director, Public Works  
**Attachments:** [Resolution No. 5161](#)  
[Contract Change Order No. 2](#)

**40. [16-477](#) RESOLUTION NO. 5162 NEW SERIES**

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE AND EXPENDITURE OF A SAFETY ENHANCEMENT STIPEND AWARD FROM THE 100 CLUB OF ARIZONA, IN THE APPROXIMATE AMOUNT OF \$8,000, ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

Staff Contact: Rick St. John, Interim Police Chief

**Attachments:** [Resolution No. 5162](#)  
[Award Letter](#)

**41. [16-478](#) RESOLUTION NO. 5163 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 \$11,479.

Staff Contact: Elaine Adamczyk, Interim Director, Community Services

**Attachments:** [Resolution No. 5163](#)  
[Award Notification](#)

**42. [16-500](#) RESOLUTION NO. 5164 NEW SERIES**

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND ENTERING INTO AMENDMENT NO. 1 TO THE 2016-2017 INDEPENDENT CONTRACTOR AGREEMENT WITH ARIZONA COMMUNITY ACTION ASSOCIATION.

Staff Contact: Elaine Adamczyk, Interim Director, Community Services

**Attachments:** [Resolution No. 5164](#)  
[Amendment No. 1](#)

**PUBLIC HEARING - LAND DEVELOPMENT ACTIONS****43. [16-513](#) ORDINANCE NO. 3011 NEW SERIES**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF GLENDALE, MARICOPA COUNTY, STATE OF ARIZONA, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ITS SECTION 9-471, ARIZONA REVISED STATUTES AND AMENDMENTS, BY ANNEXING CERTAIN TERRITORY LOCATED WITHIN AN EXISTING COUNTY ISLAND OF THE CITY OF GLENDALE CONSISTING OF APPROXIMATELY 5.75 ACRES AT 7111 NORTH 83RD AVENUE TO BE KNOWN AS ANNEXATION AREA NO. 200; AMENDING THE ZONING MAP; PROVIDING FOR AN EFFECTIVE DATE; AND ORDERING THAT A



CERTIFIED COPY OF THIS ORDINANCE BE RECORDED.

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

**Attachments:** [Ordinance No. 3011 with Exhibit A, Exhibit B and Exhibit C](#)  
[Annexation Petition](#)  
[AN-200](#)  
[AN-200a](#)

44. [16-514](#) ORDINANCE NO. 3012 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, REZONING PROPERTY LOCATED AT 8510 WEST GLENDALE AVENUE FROM R1-10 (SINGLE RESIDENCE) TO R1-7 PRD (SINGLE RESIDENCE, PLANNED RESIDENTIAL DEVELOPMENT) FOR A DEVELOPMENT PLAN ENTITLED "GARDEN GROVE," AMENDING THE ZONING MAP; PROVIDING AN EFFECTIVE DATE; AND ORDERING THAT A CERTIFIED COPY OF THIS ORDINANCE BE RECORDED.

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

**Attachments:** [Ordinance No. 3012 with Exhibit A](#)  
[Staff Report](#)

## ORDINANCES

45. [16-495](#) ORDINANCE NO. 3013 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF A WARRANTY DEED LOCATED AT 8232 NORTH 59TH AVENUE AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

Staff Contact: Jack Friedline, Director, Public Works

**Attachments:** [Ordinance No. 3013 with Exhibit A](#)

46. [16-496](#) ORDINANCE NO. 3014 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF A WATER LINE EASEMENT LOCATED AT 8232 NORTH 59TH AVENUE, AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THE CONVEYANCE OF EASEMENT AND THIS ORDINANCE.

Staff Contact: Jack Friedline, Director, Public Works

**Attachments:** [Ordinance No. 3014 with Exhibit A](#)

47. [16-517](#) ORDINANCE NO. 3015 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE TRANSFER OF CASH AND

APPROPRIATION AUTHORIZATION BETWEEN BUDGET ITEMS IN THE ADOPTED FISCAL YEAR 2015-2016 BUDGET.

Staff Contact: Vicki Rios, Director, Budget and Finance

**Attachments:** [Ordinance No. 3015 with Exhibit A](#)

## RESOLUTIONS

**48. [16-542](#) RESOLUTION NO. 5165 NEW SERIES**

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO OF A LICENSE AGREEMENT WITH CDS PROPERTIES, LLC, FOR THE USE OF CITY-OWNED PROPERTY ADJACENT TO 5524 NORTH 51ST AVENUE IN GLENDALE, ARIZONA.

Staff Contact: Jack Friedline, Director, Public Works

**Attachments:** [Resolution No. 5165](#)  
[License Agreement](#)

## NEW BUSINESS

**49. [16-529](#) AUTHORIZATION TO TERMINATE LITIGATION WITH GLENDALE AIRPORT PILOTS ASSOCIATION AND TO PAY ATTORNEYS' FEES AND COSTS**  
Staff Contact: Michael D. Bailey, City Attorney

## REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

## COUNCIL COMMENTS AND SUGGESTIONS

## MOTION AND CALL TO ENTER INTO EXECUTIVE SESSION

## EXECUTIVE SESSION

### 1. LEGAL MATTERS

A. The City Council will meet with the City Attorney for legal advice, discussion and consultation regarding the city's position in pending or contemplated litigation, including settlement discussions conducted in order to avoid or resolve litigation. (A.R.S. § 38-431.03(A)(3)(4))

B. Council will meet to discuss and consider records exempt by law from public inspection and are specifically required to be maintained as confidential by state or federal law. (A.R.S. § 38-431.03(A)(4))

## 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

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**File #:** 16-507, **Version:** 1

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APPROVAL OF THE MINUTES OF SEPTEMBER 27, 2016 VOTING MEETING

Staff Contact: Julie K. Bower, City Clerk

# City of Glendale

5850 West Glendale Avenue  
Glendale, AZ 85301



## Meeting Minutes - Draft

Tuesday, September 27, 2016

6:00 PM

Voting Meeting

Council Chambers

### City Council

*Mayor Jerry Weiers*

*Vice Mayor Ian Hugh*

*Councilmember Jamie Aldama*

*Councilmember Samuel Chavira*

*Councilmember Ray Malnar*

*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 Ray Malnar, Councilmember Lauren Tolmachoff, and Councilmember Bart Turner

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

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

The invocation was offered by Pastor Mark Reiswig from the Catalyst Church.

**CITIZEN COMMENTS**

Bill Demski, a Sahuaro District resident, spoke about Cabela's and paying property taxes. He also discussed the maintenance costs for Camelback Ranch.

James Deibler, a Phoenix resident, was happy an available vacant school was being used while the elementary schools were being repaired. He also discussed a news story about sports teams using taxpayers' money. He said sports teams needed to use their own money to pay for their stadiums.

Arthur Thruston, a Cactus District resident, spoke about the changing face of the Council and said the current Councilmembers had done a wonderful job the past few years. He said Mayor Weiers had done a great job. He thanked the Council for their service.

**APPROVAL OF THE MINUTES OF SEPTEMBER 13, 2016 VOTING MEETING AND SEPTEMBER 20, 2016 SPECIAL VOTING MEETING**

1. [16-465](#) APPROVAL OF THE MINUTES OF THE SEPTEMBER 13, 2016 VOTING MEETING AND SEPTEMBER 20, 2016 SPECIAL VOTING MEETING  
Staff Contact: Julie K. Bower, City Clerk

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

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

**BOARDS, COMMISSIONS AND OTHER BODIES**

2. [16-447](#) APPROVE RECOMMENDED APPOINTMENTS TO BOARDS, COMMISSIONS & OTHER BODIES  
Staff Contact: Brent Stoddard, Director, Public Affairs  
Arts Commission

Cheryl Gangumine, Sahuaro appointment

Aviation Advisory Commission

Leonard Escudero, Ocotillo reappointment  
Randall Krueger, Mayoral reappointment  
Quinton Tolby, Cactus reappointment  
Paul Dascotino, Chair, Cholla reappointment  
Larry Rovey, Vice Chair, Yucca reappointment

Citizens Transportation Oversight Commission

Jack Nyland, Mayoral reappointment  
Roberta Pogis, Cholla reappointment

Library Advisory Board

Theresa Collette, Vice Chair, Sahuaro reappointment

Personnel Board

Davita Solter, Sahuaro reappointment  
Ray Stroll, Barrel reappointment  
Lorenzo Herrera, Ocotillo appointment

Water Services Advisory Commission

Amber Ford, Sahuaro appointment  
Ron Short, Vice Chair, Cactus appointment

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

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

### PROCLAMATIONS AND AWARDS

3. [16-436](#) PROCLAIM OCTOBER 2016 AS DOMESTIC VIOLENCE AWARENESS MONTH  
Staff Contact: Rick St. John, Interim Police Chief  
Presented By: Office of the Mayor  
Accepted By: Mrs. Carol Bolick, Victim Assistance Caseworker, Glendale Police Department Family Advocacy Center

Mayor Weiers proclaimed October 2016 as Domestic Violence Awareness Month. The award was accepted by Ms. Carol Bolick, Victim Assistance Caseworker, Glendale Police Department Family Advocacy Center.

### CONSENT AGENDA

4. [16-432](#) RECOMMEND APPROVAL OF SPECIAL EVENT LIQUOR LICENSES, 100 CLUB OF ARIZONA  
Staff Contact: Vicki Rios, Director, Budget and Finance
5. [16-433](#) RECOMMEND APPROVAL OF SPECIAL EVENT LIQUOR LICENSE,

## FIGHTER COUNTRY FOUNDATION

Staff Contact: Vicki Rios, Director, Budget and Finance

6. [16-424](#) RECOMMEND APPROVAL OF SPECIAL EVENT LIQUOR LICENSES, CITY OF GLENDALE OFFICE OF SPECIAL EVENTS  
Staff Contact: Vicki Rios, Director, Budget and Finance
7. [16-425](#) RECOMMEND APPROVAL OF SPECIAL EVENT LIQUOR LICENSE, KIWANIS CLUB OF GLENDALE  
Staff Contact: Vicki Rios, Director, Budget and Finance
8. [16-426](#) RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-21335, MARCOS PIZZA  
Staff Contact: Vicki Rios, Director, Budget and Finance
9. [16-427](#) RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-21413, CHURCHILL'S FINE CIGARS  
Staff Contact: Vicki Rios, Director, Budget and Finance
10. [16-438](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH HYE TECH NETWORK & SECURITY SOLUTIONS, LLC, AND FOR THE EXPENDITURE OF FUNDS FOR NETWORK CONSULTING AND SERVICES  
Staff Contact: Chuck Murphy, Chief Information Officer, Innovation and Technology
11. [16-440](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH INSIGHT PUBLIC SECTOR, INC., AND FOR THE EXPENDITURE OF FUNDS  
Staff Contact: Chuck Murphy, Chief Information Officer, Innovation and Technology
12. [16-441](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH CENTURYLINK COMMUNICATIONS, LLC, AND FOR THE EXPENDITURE OF FUNDS  
Staff Contact: Chuck Murphy, Chief Information Officer, Innovation and Technology
13. [16-444](#) POSITION RECLASSIFICATIONS  
Staff Contact: Jim Brown, Director, Human Resources and Risk Management
14. [16-437](#) AUTHORIZATION TO AWARD RFP 16-32 AND ENTER INTO AN AGREEMENT WITH BLACKSTONE SECURITY SERVICES, INC. FOR SECURITY GUARD SERVICES AT SPECIFIED CITYWIDE LOCATIONS AND APPROVE THE EXPENDITURE OF FUNDS  
Staff Contact: Rick St. John, Interim Police Chief



15. [16-411](#) AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH PCL CONSTRUCTION, INC., AND APPROVE THE EXPENDITURE OF FUNDS FOR WEST AREA WATER RECLAMATION FACILITY ODOR CONTROL AND DISINFECTION SYSTEM IMPROVEMENTS  
Staff Contact: Craig Johnson, P.E., Director, Water Services
16. [16-413](#) AUTHORIZATION TO ENTER INTO AMENDMENT NO. 2 TO THE LINKING AGREEMENT WITH WEBER WATER RESOURCES, LLC, AND APPROVE THE EXPENDITURE OF FUNDS FOR THE REPAIR OF PUMPS AND RELATED EQUIPMENT  
Staff Contact: Craig Johnson, P.E., Director, Water Services
17. [16-414](#) AUTHORIZATION TO ENTER INTO AMENDMENT NO. 2 TO THE LINKING AGREEMENT WITH LAYNE CHRISTENSEN COMPANY AND APPROVE THE EXPENDITURE OF FUNDS FOR THE PERFORMANCE EVALUATION, MAINTENANCE AND REPAIR OF PUMPS AND RELATED EQUIPMENT  
Staff Contact: Craig Johnson, P.E., Director, Water Services
18. [16-419](#) AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH IDEXX DISTRIBUTION, INC., FOR LABORATORY SUPPLIES  
Staff Contact: Craig Johnson, P.E., Director, Water Services
19. [16-449](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH LZ DELTA, LLC, DOING BUSINESS AS GOAZ MOTORCYCLES, FOR THE PURCHASE OF LAW ENFORCEMENT BMW MOTORCYCLES  
Staff Contact: Jack Friedline, Director, Public Works
20. [16-450](#) AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH GONZALEZ ASPHALT, INC., FOR PAVEMENT AND CONCRETE CUTS AND REPAIRS  
Staff Contact: Jack Friedline, Director, Public Works
21. [16-451](#) AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE LINKING AGREEMENT WITH CREATIVE COMMUNICATIONS SALES & RENTALS, INC., FOR THE PURCHASE OF RADIO PARTS AND SERVICES  
Staff Contact: Jack Friedline, Director, Public Works
22. [16-454](#) AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO A PROFESSIONAL SERVICES AGREEMENT WITH NINYO & MOORE, GEOTECHNICAL CONSULTANTS, INC., FOR ENVIRONMENTAL SERVICES AT THE SOUTHWEST CORNER OF 91ST AND MARYLAND AVENUES  
Staff Contact: Jack Friedline, Director, Public Works

23. [16-461](#) AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE CONSTRUCTION MANAGER AT RISK AGREEMENT WITH FCI CONSTRUCTORS, INC., TO PROVIDE ADDITIONAL CONSTRUCTION SERVICES FOR THE GLENDALE LANDFILL SCALEHOUSE RELOCATION PROJECT  
Staff Contact: Jack Friedline, Director, Public Works
24. [16-467](#) AUTHORIZATION TO EXECUTE AMENDMENT NO. 2 AGREEMENT FOR SERVICES FOR CITY CONTRACTS 8672 AND 8832 FOR THE PROVISION OF PUBLIC SAFETY SERVICES PROVIDED AT THE UNIVERSITY OF PHOENIX STADIUM AUTHORIZING THE CITY MANAGER TO EXTEND THE TERM OF THE CONTRACTS  
Staff Contact: Jean Moreno, Executive Officer Strategic Initiatives and Special Projects
25. [16-470](#) AUTHORIZE THE EXECUTION OF A SISTER CITIES INTERNATIONAL CEREMONIAL PARTNERSHIP AGREEMENT WITH ORLAND, NORWAY  
Staff Contact: Jean Moreno, Executive Officer Strategic Initiatives and Special Projects

#### CONSENT RESOLUTIONS

Ms. Julie Bower, City Clerk, read consent resolution item numbers 26 through 31 by number and title.

26. [16-434](#) RESOLUTION NO. 5155 NEW SERIES
- A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO OF AN AGREEMENT WITH THE STATE OF ARIZONA, OFFICE OF THE ATTORNEY GENERAL, AND ACCEPTANCE OF THE FISCAL YEAR 2017 VICTIMS' RIGHTS PROGRAM AWARD (A.G. # 2017-031) IN THE APPROXIMATE AMOUNT OF \$10,100, ON BEHALF OF THE GLENDALE CITY PROSECUTOR'S OFFICE.  
Staff Contact: Michael D. Bailey, City Attorney
27. [16-439](#) RESOLUTION NO. 5156 NEW SERIES
- A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO OF AN AGREEMENT WITH THE STATE OF ARIZONA, OFFICE OF THE ATTORNEY GENERAL, AND ACCEPTANCE OF THE FISCAL YEAR 2017 VICTIMS' RIGHTS PROGRAM AWARD (A.G. # 2017-044) IN THE APPROXIMATE AMOUNT OF \$83,500, ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.  
Staff Contact: Rick St. John, Interim Police Chief

28. [16-442](#) RESOLUTION NO. 5157 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF A MEMORANDUM OF UNDERSTANDING WITH THE UNITED STATES POSTAL INSPECTION SERVICE FOR PARTICIPATION IN THE TRIPLE I PARCEL TASK FORCE BY THE GLENDALE POLICE DEPARTMENT.

Staff Contact: Rick St. John, Interim Police Chief

29. [16-443](#) RESOLUTION NO. 5158 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO OF A MEMORANDUM OF UNDERSTANDING WITH THE MARICOPA COUNTY SHERIFF'S OFFICE FOR THE SHARING OF LAW ENFORCEMENT INFORMATION THROUGH AZLINK.

Staff Contact: Rick St. John, Interim Police Chief

30. [16-448](#) RESOLUTION NO. 5159 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 LUKE AIR FORCE BASE FOR SOLID WASTE COLLECTION, CONTAINER MAINTENANCE, LANDFILL DISPOSAL AND RECYCLING SERVICES.

Staff Contact: Jack Friedline, Director, Public Works

31. [16-456](#) RESOLUTION NO. 5160 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 MARICOPA COUNTY FOR THE EXCHANGE OF SERVICES (ENTENTE) IN ORDER TO PERFORM ROUTINE OR EMERGENCY ROADWAY MAINTENANCE SERVICES.

Staff Contact: Jack Friedline, Director, Public Works

Approval of the Consent Agenda

Mayor Weiers called attention to Consent Agenda item 25, which was a ceremonial agreement to enter into a Sister City relationship with Orland, Norway. He said the Glendale Civic Pride Ambassadors oversaw the Sister City program. After meeting with several officials from Orland, Norway, Mayor Weiers had recommended Orland as a possible City Sister to Glendale. Like Glendale, Orland had a large Air Force Base nearby with F-35s. The Norwegian pilots and crews would train in Glendale at

Luke Air Force Base to fly the F-35s.

**A motion was made by Turner, seconded by Aldama, to approve the recommended actions on Consent Agenda Item Number 4 through 25 and Consent Resolution Item Number 26 through 31. The motion carried by the following vote:**

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

## ORDINANCES

### 32. [16-431](#) ORDINANCE NO. 3003 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING CITY CODE CHAPTER 33 - WATER, SEWERS AND SEWAGE DISPOSAL; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Vicki Rios, Director, Budget and Finance

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

Ms. Bower read Ordinance No. 3003.

Ms. Rios said the proposed ordinance would amend Chapter 33 of the Glendale City Code, with an effective date of November 7, 2016. She said the item was discussed at a workshop on August 16, 2016 and after a comprehensive review of Chapter 33.

**A motion was made by Councilmember Malnar, seconded by Councilmember Turner, 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 Malnar, Councilmember Tolmachoff, and Councilmember Turner

### 33. [16-430](#) ORDINANCE NO. 3004 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING CHAPTER 2 (ADMINISTRATION), ARTICLE I (IN GENERAL), SECTION 2-5 (ABATEMENT OF COLLECTION SUITS AND ACTIONS; RELEASE OF LIENS; DETERMINATION OF UNCOLLECTIBILITY; AUTHORITY OF FINANCE DIRECTOR AND CITY MANAGER; RECOVERY OF COLLECTION COSTS), ARTICLE V (FINANCIAL AFFAIRS), DIVISION 2 (PURCHASING PROCEDURE), SECTION 2-138 (DEFINITIONS), AND SECTION 2-150 (WAREHOUSING STORES); AND ESTABLISHING AN EFFECTIVE DATE.

Staff Contact: Vicki Rios, Director, Budget and Finance

Ms. Bower read Ordinance No. 3004.

Ms. Rios said the proposed ordinance would amend Chapter 2 of the Glendale City Code. She said the amendment also resulted from the discussion at the workshop on August

16, 2016. She said the only addition was language to negotiate and settle debts with the City.

**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 Malnar, Councilmember Tolmachoff, and Councilmember Turner

**34.**     [16-452](#)     ORDINANCE NO. 3005 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF A WATER LINE EASEMENT LOCATED AT AZ GENERAL HOSPITAL ER AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

Staff Contact: Jack Friedline, Director, Public Works

Ms. Bower read Ordinance No. 3005.

Mr. Friedline said the request was to accept a new waterline easement for Arizona General Hospital ER located at 83rd Avenue and Camelback Road. The new waterline would meet the water demands and fire protection requirements of the City Code for the development. M.P.T. of Glendale Camelback FCER, LLC was granting the City an easement for a new waterline to allow the City to maintain, operate and repair the new waterline.

Mr. Friedline said staff recommended acceptance of the new waterline easement. There would be little or no impact on City service levels and minimal cost would be incurred by the City in the future to maintain and repair the easement.

**A motion was made by Councilmember Chavira, 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 Malnar, Councilmember Tolmachoff, and Councilmember Turner

**35.**     [16-453](#)     ORDINANCE NO. 3006 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF A WARRANTY DEED FOR RIGHT OF WAY LOCATED AT AZ GENERAL HOSPITAL ER, AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

Staff Contact: Jack Friedline, Director, Public Works

Ms. Bower read Ordinance No. 3006.

Mr. Friedline said street improvements were required to meet current arterial street requirements. The owner, M.P.T. of Glendale Camelback FCER, LLC was required to dedicate right-of-way ownership of this part of the street to the City. Staff recommended acceptance of the right-of-way. There would be little to no impact on City service levels and minimal cost would be incurred by the City in the future to maintain and repair the

additional street improvements.

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

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

**36.**     [16-455](#)     ORDINANCE NO. 3007 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF A SIDEWALK/DRIVEWAY EASEMENT LOCATED ADJACENT TO AZ GENERAL HOSPITAL ER AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

Staff Contact: Jack Friedline, Director, Public Works

Ms. Bower read Ordinance No. 3007.

Mr. Friedline said the request was for a new sidewalk/driveway easement adjacent to Arizona General Hospital ER located at 83rd Avenue and Camelback Road. The hospital was being constructed by adjacent vacant land owned by 83rd and Camelback, LLC. An easement was granted to the City by 83rd and Camelback, LLC for the sidewalk and driveway for public access. Upon acceptance of the easement, the City would be responsible for maintenance and repair of the sidewalk and driveway.

**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 Malnar, Councilmember Tolmachoff, and Councilmember Turner

**37.**     [16-457](#)     ORDINANCE NO. 3008 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF A SIDEWALK/DRIVEWAY EASEMENT LOCATED ADJACENT TO AZ GENERAL HOSPITAL ER AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

Staff Contact: Jack Friedline, Director, Public Works

Ms. Bower read Ordinance No. 3008.

Mr. Friedline said the request was for a new sidewalk/driveway easement adjacent to Arizona General Hospital ER located at 83rd Avenue and Camelback Road. The hospital was being constructed by adjacent vacant land owned by Walmart Stores, Inc. An easement was granted to the City by Walmart Stores, Inc. for the sidewalk and driveway for public access. Upon acceptance of the easement, the City would be responsible for maintenance and repair of the sidewalk and driveway.

**A motion was made by Councilmember Malnar, 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 Malnar, Councilmember Tolmachoff, and Councilmember Turner

**38.**     [16-459](#)           ORDINANCE NO. 3009 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF TWO SIDEWALK EASEMENTS LOCATED AT AZ GENERAL HOSPITAL ER AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

Staff Contact: Jack Friedline, Director, Public Works

Ms. Bower read Ordinance No. 3009.

Mr. Friedline said the request was for two new sidewalk easements adjacent to Arizona General Hospital ER located at 83rd Avenue and Camelback Road. M.P.T. of Glendale and FCER, LLC was granting the two sidewalk easements so the public could access the facility from the right-of-way. Upon acceptance of the easement, the City would be responsible for maintenance and repair of the sidewalk.

**A motion was made by Councilmember Tolmachoff, 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 Malnar, Councilmember Tolmachoff, and Councilmember Turner

**39.**     [16-460](#)           ORDINANCE NO. 3010 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF A WATER LINE EASEMENT LOCATED ADJACENT TO AZ GENERAL HOSPITAL ER AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

Staff Contact: Jack Friedline, Director, Public Works

Ms. Bower read Ordinance No. 3010.

Mr. Friedline said the request was for a new waterline easement adjacent to Arizona General Hospital ER located at 83rd Avenue and Camelback Road. A new waterline was being constructed by the City adjacent to the site at 83rd Avenue and Camelback Road. The new waterline would meet the domestic demands and fire protection requirements of the City Code for the facility. The City was granted an easement by 83rd and Camelback, LLC for the new waterline to allow the City to access, maintain and repair the new waterline.

**A motion was made by Councilmember Chavira, seconded by Councilmember Turner, 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 Malnar, Councilmember Tolmachoff, and Councilmember Turner

**NEW BUSINESS**

**40. [16-458](#)****REAPPOINTMENT OF CITY JUDGE JOHN BURKHOLDER**

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

Mr. Brown said Judge Burkholder had served the City since 1995 and was eligible for reappointment. The Judicial Selection Advisory Board unanimously recommended the appointment.

Councilmember Turner said after review of all the materials regarding Judge Burkholder's reappointment, it appeared he was a fine man and a good judge and said his family should be very proud of him.

**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 Malnar, Councilmember Tolmachoff, and Councilmember Turner

**REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION**

**A motion was made by Vice Mayor Hugh, seconded by Councilmember Aldama, to hold the next regularly scheduled City Council Workshop on Tuesday, October 4, 2016, at 1:30 p.m. in City Council Chambers, to be followed by an Executive Session pursuant to A.R.S. 38-431.03, and further moved to vacate the regularly scheduled City Council Voting Meeting on Tuesday, October 11, 2016, due to the Railvolution Conference, and further moved to hold a regularly scheduled City Council Workshop on Tuesday, October 18, 2016, at 1:30 p.m. in City Council Chambers to be followed by an Executive Session pursuant to A.R.S. 38-431.03. The motion carried by the following vote:**

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

**COUNCIL COMMENTS AND SUGGESTIONS**

Councilmember Aldama spoke about the street naming ceremony for Marty Robbins and said he was very proud to have been a part of that celebration. He thanked staff and everyone involved in the celebration.

Councilmember Aldama invited Ocotillo District residents to his mobile office hours at Cuff Restaurant, 5819 W. Glendale Avenue, from 5:30 to 7:00 p.m. He encouraged residents to attend.

Mayor Weiers thanked everyone who attended the Stand Up for Veterans event. He said many veterans were assisted, including one veteran who was able to get his driver's license.

**ADJOURNMENT**

The City Council adjourned at 6:55 p.m.





## Legislation Description

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**File #:** 16-512, **Version:** 1

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### **APPROVE RECOMMENDED APPOINTMENTS TO BOARDS, COMMISSIONS & OTHER BODIES**

Staff Contact: Brent Stoddard, Director, Public Affairs

#### **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**

Kerry Dewberry	Sahuaro	Appointment	10/25/2016	11/24/2018
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#### **Glendale Municipal Property Corporation**

Ron Cantrell	Yucca	Reappointment	12/01/2016	12/01/2017
Art Dobbelaere	Cholla	Reappointment	12/01/2016	12/01/2017
Donald Knafels	Barrel	Reappointment	12/01/2016	12/01/2017
Leland Peterson	Cactus	Reappointment	12/01/2016	12/01/2017
Roger Schwierjohn	Barrel	Reappointment	12/01/2016	12/01/2017
Leland Peterson - Chair	Cactus	Reappointment	12/01/2016	12/01/2017

#### **Library Advisory Board**

Madisen Heinzl - Teen	Mayoral	Appointment	10/25/2016	05/27/2017
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## Legislation Description

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**File #: 16-472, Version: 1**

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**RECOMMEND APPROVAL OF SPECIAL EVENT LIQUOR LICENSE, GLENDALE ARTS COUNCIL**

Staff Contact: Vicki Rios, Director, Budget and Finance

**Purpose and Recommended Action**

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a special event liquor license for the Glendale Arts Council, submitted by Judith Lee Atkins. The event will be held at Sahuaro Ranch Park inside the fruit packing shed located at 9802 North 59<sup>th</sup> Avenue on Friday, January 6, 2017, from 7 p.m. to 9 p.m. The purpose of this special event liquor license is for fundraising at the Annual Arts Gala.

**Background Summary**

Sahuaro Ranch Park is zoned A-1 (Agricultural District) and located in the Barrel 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 events 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 DLCC USE ONLY

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

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

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

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

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

**SECTION 1** Name of Organization: Glendale Arts Council

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

**SECTION 3** The organization is a: (check one box only)  
 Charitable  Fraternal (must have regular membership and have been in existence for over five (5) years)  
 Religious  Civic (Rotary, College Scholarship)  Political Party, Ballot Measure or Campaign Committee

**SECTION 4** Will this event be held on a currently licensed premise and within the already approved premises?  Yes  No  
Glendale Arts Council [REDACTED] 623-939-8424  
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 - Fruit Packing Shed  
 Address of Location: 9802 N. 59th Ave Glendale Maricopa 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: Atkins Judith Lee [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: ( ) N/A  
 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? 1 for January event  
 (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 Glendale Arts Council Percentage: 100%  
 Address P.O. Box 428 Glendale AZ 85311  
Street City State Zip  
 Name \_\_\_\_\_ Percentage: \_\_\_\_\_  
 Address \_\_\_\_\_  
Street City State Zip
- 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"**

- 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 1 Number of Security Personnel  Fencing  Barriers  
 Explanation: Security Personnel - City of Glendale Park Ranger; members of Glendale Arts Council serve the wine; Grounds site are fenced

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

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

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

Section 12

# SAHUARO RANCH PARK HISTORIC AREA MAP

- 1 Parks & Recreation Office
- 2 Glendale Historical Society Office
- 3 Park Ranger Office



Not to scale.

Barnyard



Original Corrals & Tack House

Scale House

Fuel Dump

Stable & Granary

Vehicle Maintenance Shed

FENCE

Blacksmith/Machine Shop

Orchards

Corrals

Dairy Barn

Milk House

Demonstration Field

Well House Re-creation

1 Foreman's House

Fruit Packing Shed/Gallery

West Parking Lot

FENCE

East Parking Lot

59th Avenue

FENCE

Pump House

Main House

2 Guest House

3

Restrooms

Rose Garden

Adobe House

FENCE

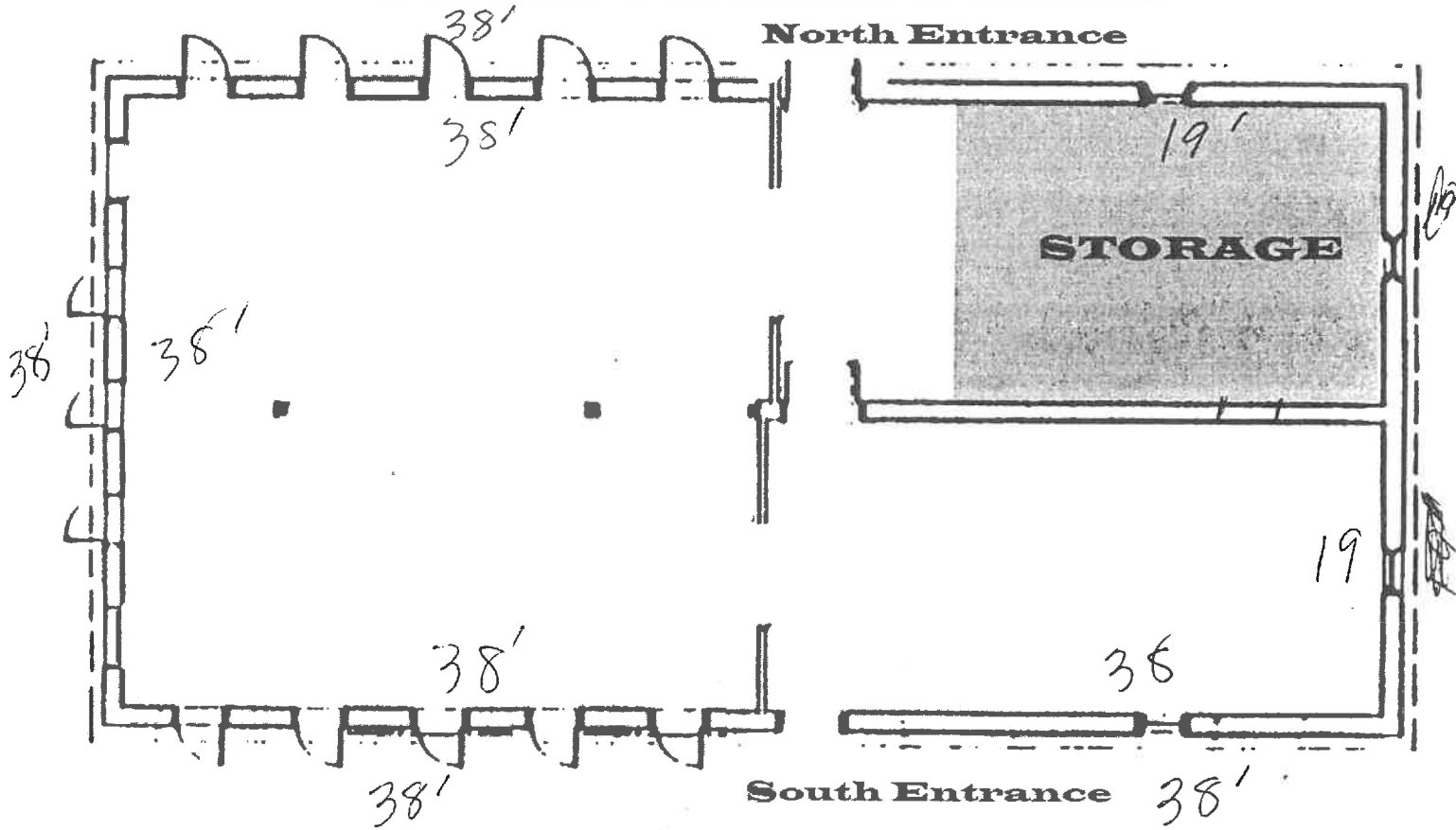
Entry Driveway

out  
n  
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der

# FRUIT PACKING SHED



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

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

X Judith Lee Atkins Signature Title/ Position Treasurer Date 8-26-16 Phone Number 623-939-8424

The foregoing instrument was acknowledged before me this 26 Day August Month 2016 Year

State ARIZONA County of MARICOPA

My Commission Expires on: 2/27/17 Date Signature of Notary Public Jean Carrero

JEAN CARRERO  
Notary Public - Arizona  
Maricopa County  
My Comm. Expires Feb 27, 2017

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

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

X Judith Lee Atkins Signature Title/ Position Treasurer Date 8-26-16 Phone Number 623-939-8424

The foregoing instrument was acknowledged before me this 26 Day August Month 2016 Year

State ARIZONA County of MARICOPA

My Commission Expires on: 2/27/2017 Date Signature of Notary Public Jean Carrero

JEAN CARRERO  
Notary Public - Arizona  
Maricopa County  
My Comm. Expires Feb 27, 2017

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

**SECTION 15 Local Governing Body Approval Section.**

I, \_\_\_\_\_ (Government Official) \_\_\_\_\_ (Title) recommend  APPROVAL  DISAPPROVAL

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

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

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

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

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

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

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

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

16-110

**GLENDALE POLICE DEPARTMENT**  
Liquor Application Worksheet

Date: 09-02-16

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: **Glendale Arts Council**

Business Address: **P.O.Box 428 Glendale, AZ ( Event at Sahuaro Ranch Park 9802 N. 59th Ave)**

**Applicant/s Information**

Name: **Atkins, Judith**

Name:

Name:

Name:

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

Calls for Service History:	Call history for location beginning: 8/31/2015	Other Suites	New ownership call history beginning:
Liquor Related	2		
Vice Related			
Drug Related	2		
Fights / Assaults	3		
Robberies			
Burglary / Theft	3		
911 calls			
Trespassing	4		
Accidents	1		
Fraud / Forgery			
Threats			
Criminal damage	7		
Other non-criminal*	91		
Other criminal	5		
<b>Total calls for service</b>	<b>118</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:**

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>9-2-16</u>
CID Lieutenant or Commander	<u>A. Adson #6690</u>	<u>9-6-16</u>
Deputy City Attorney	<u></u>	<u></u>
Chief of Police or designee	<u></u>	<u>9/6/16</u>



Legislation Description

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**File #: 16-473, Version: 1**

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**RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-21546, MARS SMOKE SHOP BEER AND WINE**

Staff Contact: Vicki Rios, Director, Budget and Finance

**Purpose and Recommended Action**

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a new, non-transferable series 10 (Liquor Store - Beer and Wine) license for Mars Smoke Shop Beer and Wine located at 4935 West Glendale Avenue, Suite 9. The Arizona Department of Liquor Licenses and Control application (No. 10076814) was submitted by Joel S Aspuro Sanchez.

**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 21,746. Mars Smoke Shop 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	9
12	Restaurant	6
14	Private Club	<u>1</u>
	<b>Total</b>	<b>20</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, September 12 thru October 2, 2016.



**BUSINESS NAME:** Mars Smoke Shop Beer and Wine

**LOCATION:** 4935 W. Glendale Avenue, Suite 9

**APPLICANT:** Joel S Aspuro Sanchez

**ZONING:** C-2

**APPLICATION NO:** 5-21546

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



16-120

# GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **9-22-16**

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: **Mars Smoke Shop Beer and Wine**

Business Address: **4935 W. Glendale Ave**

### Applicant/s Information

Name: **Aispuro-Sanchez, Joel S.**

Name:

Name:

Name:

### Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 9/22/2011	Other Suites	New ownership call history beginning: 9/7/2016
Liquor Related			
Vice Related			
Drug Related		1	
Fights / Assaults	1	2	
Robberies		4	
Burglary / Theft	5	12	
911 calls		2	
Trespassing		9	
Accidents		1	
Fraud / Forgery		1	
Threats			
Criminal damage		3	
Other non-criminal*	3	34	
Other criminal		7	
<b>Total calls for service</b>	<b>9</b>	<b>76</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:

Maria Garnica (Agent)  
One Stop Convenience Store Beer & Wine LLC. (Owner)

There are no known concerns with the current license holder.

### Location History:

No significant Calls for Service history at this location.

### Special Concerns:

None found

### Background investigation complete:

Police Department recommendation has No Cause for Denial.

Investigating Officer – M. Ervin

M. ERVIN

Date

9-23-16

CID Lieutenant or Commander

A. Anderson

9-24-16

Deputy City Attorney

[Signature]

Chief of Police or designee

9/26/16



Legislation Description

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**File #: 16-474, Version: 1**

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**RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-21537, THE STARLITE LOUNGE**

Staff Contact: Vicki Rios, Director, Budget and Finance

**Purpose and Recommended Action**

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a person-to-person transferable series 6 (Bar - All Liquor) license for The Starlite Lounge located at 4346 West Olive Avenue. The Arizona Department of Liquor Licenses and Control application (No. 06070212) was submitted by David William McKenney Sr.

**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 20,599. The Starlite Lounge 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	8
07	Bar - Beer and Wine	2
09	Liquor Store - All Liquor	5
10	Liquor Store - Beer and Wine	7
12	Restaurant	<u>5</u>
	<b>Total</b>	<b>27</b>

Pursuant to A.R.S. § 4-203(A), when considering this person-to-person transferable series 6 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, September 8 thru September 28, 2016.



16-116

# GLENDALE POLICE DEPARTMENT

## Liquor Application Worksheet

Date: **09-22-16**

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-to-Person Transfer**

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

Business Name:     **The Starlite Lounge**

Business Address:  **4346 W. Olive Ave**

### Applicant/s Information

Name: **McKenney, David William Sr.**

Name: **McKenney, Linda Marie**

Name:

Name:

### Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 9/22/2011	Other Suites	New ownership call history beginning: 9/1/2016
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults	1		
Robberies			
Burglary / Theft	5		
911 calls			
Trespassing	2		
Accidents	1		
Fraud / Forgery			
Threats			
Criminal damage	2		
Other non-criminal*	9		
Other criminal			
<b>Total calls for service</b>	<b>20</b>	<b>N/A</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:

Pargat Bajwa (Agent)  
AYZ LLC (Owner)

There are no known concerns with the current license holder.

### Location History:

No significant Calls for Service history at this location.

\*The State Liquor Board does not consider Calls for Service information involving the previous license holder during their decision making process on "Person-to-Person" license transfers.

### 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>9-23-16</u>
CID Lieutenant or Commander	<u>A. Anderson</u>	<u>9-23-16</u>
Deputy City Attorney	<u></u>	<u></u>
Chief of Police or designee	<u></u>	<u>9/23/16</u>



## Legislation Description

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**File #: 16-446, Version: 1**

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**AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH PROFESSIONAL SEARCH ASSOCIATES L.C., DOING BUSINESS AS CORPORATE JOB BANK, FOR TECHNICAL RECRUITING AND STAFFING SERVICES**

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

**Purpose and Recommended Action**

This is a request for City Council to approve and direct the City Manager to enter into an agreement with Professional Search Associates L.C., doing business as (DBA) Corporate Job Bank, for Technical Recruiting and Staffing Services for one (1) year and authorizing the City Manager the option to extend the term of this agreement four (4) additional years in one (1) year increments.

**Background**

Over the past several years the city has successfully utilized a technical recruiting and staffing firm to assist us in recruiting for highly technical and specialized positions. As our technology needs to grow and change, it is in the best interest of the City to have several firms on contract that can compete for the City's business on an as needed basis. Therefore, the Human Resources & Risk Management Department in conjunction with the Innovation & Technology Department has solicited proposals from staffing firms to provide technical recruiting and staffing services. The goal is to have a group of qualified firms that specialize in technical recruiting and staffing that are capable of providing a selection of candidates who are qualified in a variety of information technology positions and also have the ability to provide temporary technology staff on an as-needed basis. In May 2016, we began the RFP process. An evaluation committee comprised of employees from Human Resources & Risk Management and Innovation & Technology reviewed the proposals for technical recruiting and staffing services. Corporate Job Bank was ultimately selected as one of six vendors that best matched the needs of the city.

**Analysis**

Information Technology positions can be very difficult to fill due to a shortage of qualified individuals in the market and the technical skills and certifications required. Many times the positions remain vacant for month's which makes it difficult for the Innovation & Technology department to provide services to the organization. Over the past few years, the city has utilized the services of a technical recruiting and staffing firm to fill a variety of difficult regular status technology positions such as Systems Analyst, Systems Administrator, Database Administrator and Network Engineer.

We utilize these recruiting and staffing firms to assist us in the recruiting process by helping to source viable candidates when we are having difficulty sourcing qualified candidates through our normal recruitment process.

The Innovation & Technology department also occasionally needs to source highly qualified temporary technical assistance in the areas of PeopleSoft, Police Department systems, sales tax and Water Services systems. These firms are invaluable in providing qualified technical temporary assistance and they have the ability to test and confirm these skills as well.

**Community Benefit/Public Involvement**

The ability to recruit a highly skilled and qualified workforce insures quality services for the betterment of our community.

**Budget and Financial Impacts**

The fee for utilizing a recruiting firm is only paid if we select a candidate that was provided through the recruiting firm and will be 15% of the candidate’s annual salary upon hire with the city. The hourly rate the city pays for technical temporary staffing is outlined in Exhibit B of this agreement. The hourly rate varies by job function and skill level. Due to these services only being required on an as-needed basis, we have estimated the annual cost of these services to be \$60,000 per year but will not exceed \$300,000 for the entire term of this agreement.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$60,000</b>	<b>2591-18402-518200 (Professional &amp; Contractual)</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**AGREEMENT FOR  
TECHNICAL RECRUITING & STAFFING  
City of Glendale Solicitation No. RFP 16-42**

This Agreement for Technical Recruiting & Staffing Services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Professional Search Associates L.C. d.b.a. Corporate Job Bank, an Arizona corporation, (the "Contractor"), as of the \_\_\_\_ day of \_\_\_\_\_, 2016.

**RECITALS**

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. RFP 16-42 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

**AGREEMENT**

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

**1. Key Personnel; Sub-contractors.**

- 1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.
- 1.2 Project Team.
  - a. Project Manager.
    - (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
    - (2) The City must approve the designated Project Manager; and
    - (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.
  - b. Project Team.
    - (1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
    - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.
  - c. Discharge, Reassign, Replacement.
    - (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

- (2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.
- (3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

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

2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

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

3.2 Licensing. Contractor warrants that:

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

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

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

3.4 Coordination: Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. **Ownership.** Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
  - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
  - (2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. **Delivery.** Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. **City Use.**
  - (1) City may reuse the Work Product at its sole discretion.
  - (2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
  - (3) In such case, City shall also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$300,000 for the entire contract Term, as specifically detailed in **Exhibit B** (the "Compensation").

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

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

the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

**5. Billings and Payment.**

**5.1 Applications.**

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

**5.2 Payment.**

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

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

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

**6. Termination.**

**6.1 For Convenience.** City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 30 days following the date of delivery.

- a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

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

- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$1,000,000 or the amount of this Agreement, whichever is greater.

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

8. **Insurance.**

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

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



(3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.

g. Other Contractors or Vendors.

(1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.

(2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).

h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.

(1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.

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

## 8.2 Sub-contractors.

a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.

b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.

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

## 8.3 Indemnification.

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

b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

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

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

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

11. **Notices.**

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

- a. The Notice is in writing; and
- b. Delivered in person or by 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.

11.2 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:

Corporate Job Bank  
c/o Joe DiGiovanni  
1955 E. Broadway Rd., Suite 102  
Tempe, AZ 85282  
480-966-0709  
joe@corporatejobbank.com

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

City of Glendale  
c/o Connie Schneider  
5850 W Glendale Avenue, Suite 317  
Glendale, Arizona 85301  
623-930-2868

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.

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

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

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

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. 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.

13.2 **Interpretation.**

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

- 13.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.
- 13.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.
- 13.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 13.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.
- 13.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.
14. **Term**. The term of this Agreement commences upon the effective date and continues for a one (1)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four (4) years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and any such price adjustment will be a determining factor for any renewal. There are no automatic renewals of this Agreement.
15. **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.
16. **Exhibits**. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.
- |           |                    |
|-----------|--------------------|
| Exhibit A | Project            |
| Exhibit B | Compensation       |
| 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

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By: Kevin R. Phelps  
Its: City Manager

ATTEST:

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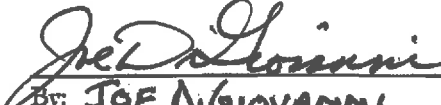
Julie K. Bower  
City Clerk (SEAL)

APPROVED AS TO FORM:

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Michael D. Bailey  
City Attorney

Corporate Job Bank,  
an Arizona corporation

  
By: JOE DIGIOVANNI  
Its: EXECUTIVE VP

**EXHIBIT A**  
**TECHNICAL RECRUITING & STAFFING**  
**PROJECT**

Corporate Job Bank shall provide technical recruiting and staffing services as described on the attached Exhibit A.



# CITY OF GLENDALE MATERIALS MANAGEMENT REQUEST FOR PROPOSAL

**SOLICITATION NUMBER:** RFP 16-42

**DESCRIPTION:** TECHNICAL RECRUITING & STAFFING

**PUBLISHED DATE:** APRIL 14, 2016

**OFFER DUE DATE AND TIME:** MAY 3, 2016, 2:00pm local time

**PRE-OFFER CONFERENCE:** APRIL 21, 2016 AT 2:00 PM  
The pre-offer conference will be held at City of Glendale, 5850 W. Glendale Avenue – Municipal Building, Third Floor, Conference Room 3A, Glendale, AZ 85301  
Attendance is not required.

**SUBMITTAL LOCATION:** City of Glendale  
Materials Management  
5850 West Glendale Avenue, Suite 317  
Glendale, Arizona 85301


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

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

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


**OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.**

For questions regarding this solicitation contact:  
**Connie Schneider, C.P.M.**  
**Purchasing - Materials Management Division**  
**5850 W Glendale Av., Suite 317**  
**Glendale, AZ 85301**  
**623-930-2868**  
[CSchneider@glendaleaz.com](mailto:CSchneider@glendaleaz.com)

 <p><b>GLEND/LE</b></p>	<p align="center"><b>City of Glendale Materials Management Solicitation Number: RFP 16-42 TECHNICAL RECRUITING &amp; STAFFING</b></p>	<p><b>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</b></p>
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## 1.0 SPECIFICATIONS

### 1.1 INTRODUCTION

The City of Glendale (City) is soliciting Requests for Proposals from qualified firms or individuals (Recruiter/Contractor) to provide technical recruiting and staffing services as described within this solicitation. The goal of the City is to have a group of qualified firms that specialize in technical recruiting and staffing. All shall be capable of providing a selection of candidates who are qualified in a variety of information technology positions on an as-needed basis.

The Information Technology (IT) group supports over 1900 users and 29 locations across the City. IT is responsible for providing Service Desk, telecommunications, application, server, and network support.

### 1.2 SCOPE OF SERVICES


#### 1.2.1 **MINIMUM QUALIFICATIONS/REQUIREMENTS:** Recruiter shall:

- 1.2.1.1 Specialize in information technology staffing services including temporary placements;
- 1.2.1.2 Use proven testing and screening procedures to validate candidates' technical competency;
- 1.2.1.3 Conduct criminal background checks and conduct behavioral screening to validate candidates' suitability for employment;
- 1.2.1.4 Perform reference checks in advance;
- 1.2.1.5 Be able to obtain and/or retain a sufficient pool of qualified IT candidates to meet the City's needs;
- 1.2.1.6 Provide the City with a single point of contact for the management of services stated herein;
- 1.2.1.7 Ensure qualified candidates will follow the City's technical policies and procedures including change control and system documentation requirements; and,
- 1.2.1.8 Provide a placement guarantee for all candidates recruited.

#### 1.2.2 **RECRUITMENT REQUIREMENTS:**

Occasionally, the City may need assistance in the recruitment for technical positions. The City may request recruitment services from multiple recruiters for the same position. A sampling of the highly sought after positions that may be required by the City include but are not limited to the following:

- Systems Analyst
- Systems Administrator
- Network Engineer

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- Database Administrator
- Network Engineer (SCADA experienced)
- Control System Engineer


**1.2.2.1 Hiring Process** - While the City may make changes to this process, the typical hiring process is as follows:

**1.2.2.1.1 Identifying Candidates**

- a) City will provide the recruiters with the job description of the position being recruited for which includes minimum qualifications, special requirements, and certifications required;
- b) Candidates must meet the minimum qualifications of the position in order to be considered;
- c) Recruiter shall provide the City with list of qualified candidates;
- d) Recruiter shall conduct recruitment;
- e) City will review resumes from recruiters;
- f) City will identify candidate(s) from Recruiter's list of qualified candidates to interview;
- g) City will conduct phone interview with identified candidates
- h) City will conduct in-person/Skype interviews with candidate(s) from phone interview(s) that the city determines are most qualified;
- i) At times, multiple interviews may be requested;

**1.2.2.1.2 Upon Identification of Top Candidate:**

- a) Recruiter shall conduct reference checks using the city's required Reference Check form, which is currently in paper format;
- b) Recruiter shall ensure the candidate completes the City's job application;
- c) Recruiter shall submit completed reference checks and completed application and resume to the Human Resource contact;
- d) The City's Human Resources Department will review the information and will contact the recruiter with a salary offer;
- e) If the candidate accepts position, a conditional offer letter will be prepared by Human Resources and a start date identified;
- f) All job offers are contingent upon successful completion of the City's own background check.

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### 1.2.3 SELECTED CANDIDATE:

#### 1.2.3.1 Recruitment Fees:


- a) The City shall not pay the direct hire recruitment fee until 30 days after the candidate's first day of work.
- b) City requires that the recruiters assist the City in identifying a new candidate at no cost if the original candidate is released from the City within 60 days of the first day of work.

#### 1.2.3.2 Temp-to-Hire:

- a) The City may at its option, hire temporary or temp-to-hire technical staff in the event of there being an immediate need to fill a position.
- b) Should the City convert a temp-to-hire candidate to a full time City employee, notice shall be provided to the Contractor 30 days prior to the conversion.

#### 1.2.3.3 Background Checks:

- a) Direct hire technical positions funded by the City's Police Department must complete an in depth background check.
- b) Once a direct hire candidate has been identified, he/she will be given a conditional job offer that is contingent upon the successful completion of the background check performed by the City;
- c) The direct hire candidate will complete a background packet, which will be submitted to the Police Department so the background check can be conducted.
- d) A polygraph test may or may not be required and the determination will be made by the Glendale Police Department.
- e) Upon successful completion of the background check, a start date for the candidate will be identified.
- f) Temporary staff shall have undergone a background check conducted by the Recruiter including E-Verify.
- g) The City reserves the right to conduct a fingerprint background check for all new direct hires and for temporary placements if deemed necessary.

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## 2. SPECIAL INSTRUCTIONS

### 2.1 PRE-OFFER CONFERENCE

2.1.1 A Pre-Offer Conference will be held on **April 21, 2016 2:00 P.M, Arizona Time, located at 5850 W. Glendale Avenue, Room 3A.** Attendance is not required. Copies of the Request for Proposal (RFP) will NOT be available.

2.1.2 The purpose of the conference will be to clarify the contents of the solicitation in order to prevent any misunderstanding of the City of Glendale's position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to the City at the conference. The City will determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation.

2.2 **RETURN OF OFFER** The Offeror shall submit three (3) hardcopies marked as "Copies". The offeror shall submit a complete proposal on a CD or flash drive as one file folder. The folder shall be identified as "RFP 16-xx – 'Original - Name of Offeror.'" (For example: RFP 16-xx – Original - ABC Company.)

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

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


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

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

2.3.1 **COVER SHEET**

2.3.2 **OFFER SHEET, Section 5.0**

2.3.3 **PRICE SHEET, Section 6**

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**2.3.4 ADDENDUM, Return all addenda (if applicable).**

**2.3.5 SUBMISSION REQUIREMENTS, Section 2.4 (written narrative)**

## **2.4 SUBMISSION REQUIREMENTS**

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

### **2.4.1 EXPERIENCE AND QUALIFICATIONS**

**2.4.1.1** Offeror's proposal should include:

- Company profile that details company history;
- Organization chart;
- Business locations; and
- Number of years in business.

**2.4.1.2** Offeror shall provide names and years' of experience of key personnel;


**2.4.1.3** Offeror shall provide a description of the firms size and organizational structure that includes number of years' experience in the IT Staffing and Recruiting business, areas of expertise, and special achievements;

**2.4.1.4** Offeror shall provide details of recruitments undertaken that are of similar nature based on the City's Specifications;

**2.4.1.5** Offeror shall describe training in technology provided to their temporary candidate pool;

### **2.4.2 METHOD OF APPROACH**

**2.4.2.1** Offeror shall clearly provide their written understanding of the City's requirements, specifications, meeting the terms and conditions of the RFP and matching the proposed methods to accomplish the needs of the City;

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- 2.4.2.2 Offeror's shall provide a communication plan between key personnel and the City of Glendale;
- 2.4.2.3 Offeror shall describe method and approach for recruiting technical talent;
- 2.4.2.4 Offeror shall describe how a candidate's technical skills are identified, assessed, and validated;
- 2.4.2.5 Offeror shall describe types of testing conducted and screening processes used, prior to selecting a candidate in their temporary staff pool;
- 2.4.2.6 Offeror shall describe their method of approach to tracking temporary staff attendance;
- 2.4.2.7 Offeror shall describe the communication process used to notify the City of an assigned temporary staff's absence;

#### **2.4.3 CAPACITY OF OFFEROR - KNOWLEDGE OF PHOENIX MARKET**


- 2.4.3.1 Offeror shall provide three (3) recent (within the last 3 years) client/customer references from organizations of similar size and scope to the City for the services described herein. Include:
  - 2.4.3.1.1 Name of Organization;
  - 2.4.3.1.2 Contact Name and Title
  - 2.4.3.1.3 Service dates;
  - 2.4.3.1.4 Number of temporary positions filled;
  - 2.4.3.1.5 Number of recruitments conducted and positions filled;
- 2.4.3.2 Offeror shall describe their knowledge of the Phoenix market;
- 2.4.3.3 Offeror shall describe their turnover rate of temporary assignment employees and retention rate for recruitments;

#### **2.4.4 PLACEMENT GUARANTEE**

- 2.4.4.1 Offeror shall describe their placement guarantee;
- 2.4.4.2 Offeror shall describe their process to address a situation where the City is not satisfied with the temporary staff placed;
- 2.4.4.3 Offeror shall describe their process and replacement policy to address a situation where a temporary staff position leaves prior to the end of the assignment;

#### **2.4.5 PRICING STRUCTURE**

- 2.4.5.1 Offeror's shall bid in accordance with the pricing structure as outlined in Section 5. While cost is a significant factor in the determination of award, it is not the only factor. The award will not be based on price alone, nor will it be based solely upon the lowest fees submitted.

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

- Experience and Qualifications – 20%
- Method of Approach – 20%
- Capacity of Offeror - Knowledge of Phoenix market – 20%
- Placement guarantee – 15%
- Costs – 25%


**2.6 TYPE OF AWARD** The City reserves the right to make multiple awards or to award by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one bidder is not in the City's best interest, "all or none" Bids shall be rejected.

**2.7 ALTERNATE OFFERS/EXCEPTIONS** Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Offeror shall clearly and specifically detail all exceptions to the exact requirements imposed by this solicitation. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the Offer. If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.

**2.8 SITE INSPECTION** Offeror shall visit the site(s) to become familiar with any conditions which may affect the performance and pricing. Submission of an Offer will be prima facie evidence that the Offeror did, in fact, make a site inspection and is aware of all conditions.


**2.9 INQUIRIES** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An Offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, no later than **five days** prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

**2.10 EVALUATION PANEL** Offeror submittals will be evaluated by an evaluation panel. Award shall be made to the responsive, responsible Offeror whose proposal is determined to be the most advantageous to the City.

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- 2.11 PANEL CONTACT** Offerors shall have no exclusive meetings, conversations or communications with an individual evaluation panel member on any aspect of the RFP, after submittal.
- 2.12 INTERVIEWS** The City reserves the right to conduct interviews with some or all of the Offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the Offeror for the costs associated with the interview process.
- 2.13 ADDITIONAL INVESTIGATIONS** The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Offeror submitting a proposal.
- 2.14 DISCUSSIONS AND REVISIONS TO PROPOSAL** Discussions may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award; and may obtain pertinent information for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Should the City elect to call for 'best and final' offers, Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such discussions shall be to:
- 2.14.1** Determine in greater detail such Offeror's qualifications, and
  - 2.14.2** Explore with the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;
  - 2.14.3** Determining that the Offeror will make available the necessary personnel and facilities to perform within the required time;
  - 2.14.4** Agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.
- 2.15 BEST AND FINAL OFFERS** The City may request best and final offers if deemed necessary, and will determine the scope and subject of any best and final request.
- 2.16 PROPOSAL EVALUATION** The City reserves the right to secure additional information from the Offeror in various forms and or to award based on submitted information.



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

From the time the RFP is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Black-Out Period"), Offerors, directly


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

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


- 2.22 PROPRIETARY INFORMATION** An Offeror shall clearly mark any proprietary information contained in its bid with the words “Proprietary Information.” Offeror shall not mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.

Offeror’s acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority, the City will provide Offeror with prompt written notice so that Offeror may seek a protective order or other appropriate remedy. The Offeror, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror in the event that the City must legally disclose the Proprietary Information.

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### 3.0 SPECIAL TERMS AND CONDITIONS

- 3.1 TERM OF AGREEMENT** The initial term of the contract shall be one (1) year upon approval by the City Council.
- 3.2 OPTION TO EXTEND** The City may, at its option and with the approval of the Contractor, extend the term of this agreement four (4) additional years in one (1) year increments based on satisfactory Contractor performance. Contractor shall be notified in writing by the City 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.
- 3.3 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.
- 3.4 INCORPORATION BY REFERENCE** All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments or exhibits. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City's 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.
- 3.5 INSURANCE** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.
- 3.5.1 MINIMUM SCOPE AND LIMIT OF INSURANCE**  
Coverage shall be at least as broad as:
- 3.5.1.1 Commercial General Liability (CGL):** Insurance covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$1,000,000** per occurrence, **\$2,000,000** aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 3.5.1.2 Automobile Liability:** Insurance covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code

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9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

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

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

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

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


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

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

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

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

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

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**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.

**3.6 INDEMNIFICATION CLAUSE:**


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

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

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


For purposes of this provision, the following definitions apply:

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

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

- 3.8 ESTIMATED QUANTITIES** The Quantities listed are the City’s best estimate and do not obligate the City to order or accept more than City’s actual requirements during the period of this agreement as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirements for the contract period, except that the estimated quantity shown for each proposal item shall not be exceeded by 100% without the express written approval of the Materials Manager. Any demand or order made by any employee or officer of the City, other than the Materials Manager, for quantities in the excess of the estimated quantities shall be void if the written approval of the Materials Manager was not received prior to the Contractor's performance.
- 3.9 COOPERATIVE USE OF CONTRACT** This agreement may be extended for use by other governmental agencies and political subdivisions of the State, including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link: <http://www.maricopa.gov/Materials/save.aspx>.
- 3.10 PUBLIC RECORD** Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All proposals submitted in response to the Solicitation shall become the property of the City and, subsequent to award recommendation, become a matter of public record available for review pursuant to Arizona Public Records Law.
- If a Contractor believes that a specific section of its Proposal response is confidential, that should be withheld from the public record, Contractor shall isolate the pages and mark each page confidential in a specific and clearly labeled section of its Proposal response. The Contractor shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed. The City 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. Price is not confidential and will not be withheld.
- 3.11 PERMITS AND LICENSES** The Contractor and Subcontractors shall be responsible for determining and securing, at his/her expense, any and all licenses and

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permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing operations and maintenance of the facility. Such fees shall be included in and are part of the total proposal cost. During the term of the contract, the Contractor shall notify the City in writing, within two (2) working days, of any suspension, revocation or renewal.


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

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

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

For this purpose, a primary and secondary emergency contact name and phone number are required from the Contractor. It is critical to the City that the contractor's emergency contact information remains current. The 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. In general, the order will be placed using a City Procurement Card. The billing is to include the emergency opening fee, if applicable.

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- 3.14 ADDITIONS OF PRODUCTS OR SERVICES** The City reserves the right to add additional products or services to this contract when deemed necessary by the City. If this occurs, the Contractor will be requested to submit a negotiable quotation for the additions. Upon approval and authorization by the Materials Manager such additions will be added to and become a part of the contract through properly executed forms.
- 3.15 NON-DISCRIMINATION** By submitting this Offer, Contractor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.





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CITY OF GLENDALE  
Materials Management  
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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.

Joe P. Livanis  
Authorized Signature

PROFESSIONAL SEARCH ASSOCIATES  
DBA: CORPORATE JOB BANK  
Company's Legal Name

1955 E. BROADWAY RD.  
Printed Name Address

EXECUTIVE VICE PRESIDENT  
Title

TEMPE, AZ 85282  
City, State & Zip Code

480-966-0709  
Telephone Number

480-966-1982  
FAX Number

JOB@CORPORATEJOBANK.COM  
Authorized Signature Email Address

4/15/2016  
Date

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


\_\_\_\_\_  
Contact Name                                      Phone Number                                      Fax Number  
\_\_\_\_\_  
Email Address

FEDERAL TAXPAYER ID NUMBER: 80-0017175

Arizona Sales Tax No. \_\_\_\_\_ Tax Rate \_\_\_\_\_

Offeror certifies it is a: Proprietorship  Partnership \_\_\_\_\_ Corporation \_\_\_\_\_

Minority or woman owned business: Yes \_\_\_\_\_ No

	<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: RFP 16-42	Addendum #1	Page 1 of 2	
Solicitation Due Date: May 3, 2016		2:00 p.m. (Local Time)		

**RFP 16-42 Technical Recruiting & Staffing**

As a result of the pre-offer conference conducted on April 21, 2016, the following revisions and clarifications have been made to Request for Proposals No. 16-42:

**ADD:**


**1. In Section 1.2.2.1.1 Identifying Candidates:**

j) The City will not sponsor H-IB Visa's.

**CLARIFICATION:**

1. **Section 5.2 TEMPORARY TECHNICAL STAFF:** Offerors may separate the Technical Job Description by years of experience for each position. The hourly rates and job description shall correlate to the position based on experience levels. **EXAMPLE ONLY:**

Technical Job Title	Technical Job Description	Able to provide candidate within (x) days of request	Candidate's Hourly Rate (A)	Contractor Mark-up charged to the City (B)	Total Hourly Rate Charged to the City (A x B)
Systems Analyst 1 – 3 years	Uses computers and related systems to design new IT solutions, modify, enhance or adapt existing systems and integrate new features or improvements, all with the aim of improving business efficiency and productivity.				
Systems Analyst 4 – 7 years	Uses computers and related systems to design new IT solutions, modify, enhance or adapt existing systems and integrate new features or improvements, all with the aim of improving business efficiency and productivity. Conducts cost analysis and agree the timeframe to implement the proposed solution. They specify and shape the system requirements and operations, the user interface and output and present the proposal to the client.				

 GLENDALE	<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: RFP 16-42	Addendum #1	Page 2 of 2
	Solicitation Due Date: May 3, 2016	2:00 p.m. (Local Time)	

**CORRECTION:**


In Section 2.3 PREPARATION OF OFFER PACKAGE, the following invalid references are corrected:

2.3.2 OFFER SHEET, Section 5.0 4.0

2.3.3 PRICE SHEET, Section 6 5.0

Name of Company: CORPORATE JOB BANK

Address: 1955 E BROADWAY RD, STE 102, TEMPE, AZ 85282

Authorized Signature: 

Print Name and Title: JOE DIGIOVANNI, EXECUTIVE VICE PRESIDENT



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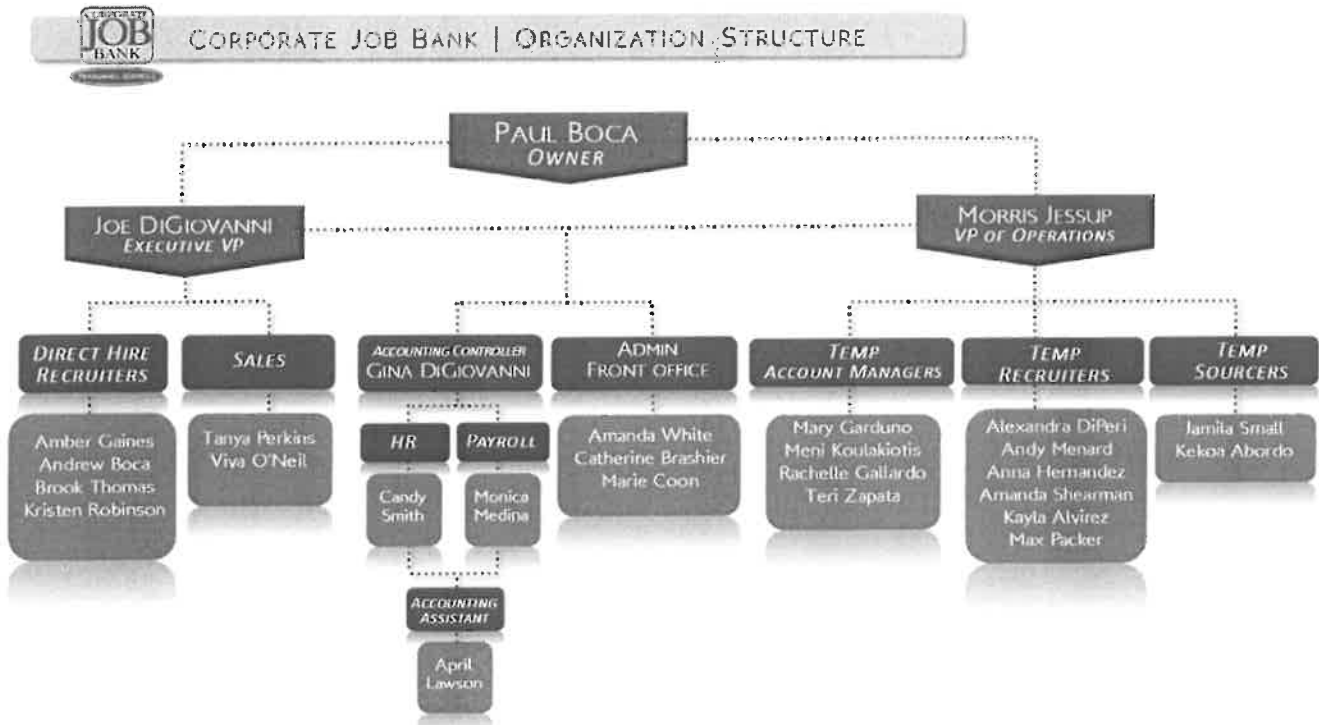
2.4.1 EXPERIENCE & QUALIFICATIONS

2.4.1.1 Offeror's proposal should include: Company Profile that details company history; Organization Chart; Business locations; and Number of years in business:

Corporate Job Bank is the largest locally owned staffing organization in Arizona and our partnerships with the various government agencies are a big part of that success. We are excited to participate in the procurement process with The City of Glendale.

We are a full service personnel firm providing employment screening services, human resources consulting, temporary, temp-to-hire, and direct hire contingent search services. Our approach to this proposal should be viewed as that of an Arizona company supporting Arizona clients. We have the expertise to solicit nationally for the benefit of our clients.

Corporate Job Bank has designed its organization from the ground up to provide a simple yet effective service. {PLEASE SEE BELOW FOR AN ORGANIZATION CHART THAT OUTLINES OUR STRUCTURE}





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TECHNICAL RECRUITING & STAFFING



We have one location in Tempe, Arizona. We pride ourselves on our ability to match organizations and people based on values, skills, and opportunities. Overall, we believe that we are a valuable partner. We take our local relationships seriously and strive to make the right decisions for our candidates, clients, and business partners on a day to day basis.

With over 30 years in the business, Corporate Job Bank is committed to providing valuable opportunities to both organizations and candidates alike.

2.4.1.2 Offeror shall provide names and years' experience of key personnel:

Executive Vice President - Sales & Marketing	Joe DiGiovanni
<b>Position</b>	<b>Employee Name</b>

<b>Position Currently Held in Firm:</b>	<b>EVP</b>
<b>Years with Firm:</b>	<b>5.5 Years</b>
<b>Years in Current Position:</b>	<b>4.5 Years</b>
<b>Years' Experience in Role:</b>	<b>18 Years</b>
<b>Duties Performed Related to Proposed Position:</b>	
Executive Vice President. Joe will be corporate Job Bank's SPOC for this Master Agreement as well as Corporate Job Bank's National Contract Manager and will be dedicated full time to account management. Joe is responsible for all sales and marketing at Corporate Job Bank and will spearhead the sales and marketing efforts of this contract. Joe has been instrumental in solidifying existing government agency relationships as well as establishing new relationships within the public sector. Joe is an established professional in the Arizona business community and serves on several industry committees throughout the valley. Joe's vision and leadership is directing Corporate Job Bank into establishing new core competencies and broadening the base of services we offer. Joe has over 25 years in sales and marketing experience and is a master networker throughout the community.	

Vice President of Operations	Morris Jessup
<b>Position</b>	<b>Employee Name</b>

<b>Position Currently Held in Firm:</b>	<b>Vice President of Operations</b>
<b>Years with Firm:</b>	<b>10 Years</b>
<b>Years in Current Position:</b>	<b>5 Years</b>
<b>Years' Experience in Role:</b>	<b>17 - Total Years in Staffing</b>
<b>Duties Performed Related to Proposed Position:</b>	
State Account Management/Recruiting: Morris has successfully managed more than 100 accounts/organizations utilizing the State Contract over a 15-year period. During this period, he has helped source, screen, and place thousands of personnel with various state agencies and the collective partners that utilize the state contract. Pre-placement screening and account management is only the starting place. A large part of this role is providing the end users with a positive customer experience and helping to enforce compliance procedures to ensure that our organization and our personnel are compliant with contract directives, federal law, and state laws.	



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Account Manager

Andrew Boca

Position

Employee Name

<b>Position Currently Held in Firm:</b>	<b>Account Manager</b>
<b>Years with Firm:</b>	<b>3 Years</b>
<b>Years in Current Position:</b>	<b>3 Years</b>
<b>Years' Experience in Role:</b>	<b>4 Years</b>
<b>Duties Performed Related to Proposed Position:</b>	
Recruiting for IT: Andrew will be responsible for coordinating and recruiting for all City of Glendale IT orders. Andrew has spent the past 4 years in the staffing industry. He has been with Corporate Job Bank for 3 years. Andrew joined Corporate Job Bank to help spearhead and build our IT staffing division. His professional style and industry expertise contribute to his success in placing well qualified candidates in IT positions. Andrew currently staffs IT positions for the State of Arizona, the City of Tempe, the City of Chandler, the City of Peoria, and ASU.	

Business Development / Sales

Viva O'Neil

Position

Employee Name

<b>Position Currently Held in Firm:</b>	<b>Business Development / Sales</b>
<b>Years with Firm:</b>	<b>3 Months</b>
<b>Years in Current Position:</b>	<b>3 Months</b>
<b>Years' Experience in Role:</b>	<b>4.5 Years</b>
<b>Duties Performed Related to Proposed Position:</b>	
Account Management for IT: Viva worked for a company that was on the State contract. She was in charge of handling Renewals (both hardware and software) for various state agencies, cities and schools. She moved over to the services side of IT and worked with ADOT, ADOA-ASSET, DES, ADOR, Department of Education, City of Chandler, City of Tempe, City of Mesa, etc., working on Infrastructure and Application Development roles. She took the time to understand why the managers were having difficulty finding good people, where the direction of IT was going for government, and understanding what the manager's "vision" was for their IT team. When speaking with candidates for roles at the State or City, Viva would use that information to help form a picture of what the environment was like, but could also help them understand that they were going to be able to help move that agency or city "forward", in regards to IT. She is always networking and researching to make sure she understands the current Phoenix market and the needs of IT managers, as well as staying aware of industry trends outside of Phoenix. She is always striving to make a "match" for both the employer and employee.	

Exhibit 4



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Administrative Assistant  
Position

Marie Coon  
Employee Name

Position Currently Held in Firm:	Administrative Assistant
Years with Firm:	18 Years
Years in Current Position:	18 Years
Years' Experience in Role:	18 Years
<b>Duties Performed Related to Proposed Position:</b> Marie is responsible for making sure all paperwork is completed and processed on all temporary workers. She may be listed as an administrative assistant, but she wears many hats. She joined Corporate Job Bank in July, 1997 as a receptionist. Since that time, she has been cross-trained to do every job in the company including payroll. She is in charge of getting the applicants registered. That process includes, properly filling out the applicant packet, running background checks, reference checks, E-Verify checks, fingerprinting (for DOR), getting the file entered into the computer and testing the applicants. She also assists all the recruiters with their recruiting efforts. She has built many outstanding relationships with our clients through her effective listening skills and detailed follow through.	

Controller  
Position

Gina DiGiovanni  
Employee Name

Position Currently Held in Firm:	Controller
Years with Firm:	4 Years
Years in Current Position:	4 Years
Years' Experience in Role:	15 Years
<b>Duties Performed Related to Proposed Position:</b> Gina handles all Accounts Payable and Accounts Receivable. Gina is also responsible for all of the required reporting as stated in the contract.	

Payroll/Benefits  
Position

Candy Smith  
Employee Name

Position Currently Held in Firm:	Payroll/Benefits
Years with Firm:	5 Years
Years in Current Position:	5 Years
Years' Experience in Role:	10 Years
<b>Duties Performed Related to Proposed Position:</b> Candy will be responsible for all payroll, worker's compensation issues, unemployment and benefits for this contract. She will also be responsible for helping produce the required monthly reports per the contract. Candy has spent 10 years in a payroll capacity and is well educated on employment law issues and heads our safety committee.	

EXHIBIT A



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**2.4.1.3 Offeror shall provide a description of the firm’s size and organizational structure that includes number of years’ experience in the IT Staffing and Recruiting business, areas of expertise, and special achievements:**

Included in our 30 years of staffing experience, is over 8 years in the IT sector. We have had many successes in recruiting key personnel for IT positions for various clients throughout the State. We have a wide area of expertise within the IT sector, including, but not limited to, Systems Analysts and Administrators, Network Engineers, Database Admins, and Help Desk Support.

We have more than 15 years of experience providing personnel services to government agencies throughout the state of Arizona at nearly every agency level. We believe that our approach to staffing and partnership is what sets us apart from the larger national brands. Our senior level staffing and human resources professionals offer a consultative approach to our clients. Our goal is to provide strong consultative customer service at every step of the hiring process. Our team consists of 20 full time Account Managers, Recruiters, Sourcers, and Account Executives.

We have been ranked as the #1 Staffing Firm by Ranking Arizona for 14 years running earning us the coveted Platinum Ranking in our industry. Our hope is to highlight our value, commitment, ability, and desire to be a part of the City of Glendale partnership. We believe that “Our People Make the Difference!”

**2.4.1.4 Offeror shall provide details of recruitments undertaken that are of similar nature based on the City’s specifications:**

Similar recruitments that Corporate Job Bank has undertaken are working with the Public Sector providing both Direct Hire Technical Staff and Temporary Technical Staff on an as-needed basis. We have had to work within the government allotted budget, timeframe, technical requirements and on-boarding guidelines presented, while producing quality candidates. We also work successfully with Cities and Agencies on Direct Hire and Temporary roles outside of IT.

**2.4.1.5 Offeror shall describe training in technology provided to their temporary candidate pool:**

Corporate Job Bank seeks out qualified individuals for the job requirement when looking for their temporary candidates. We do not offer training in technology to our temporary IT workers because we seek out individuals that already have the skillset for the client we place them with. We validate the candidates’ skills by conducting testing / assessments for nearly every skill or job. These assessments are included in our pricing. We utilize the Kenexa Prove-It system which currently has more than 1,500 assessments available. Our testing catalog includes more than 350 technical testing modules and more than 320 software modules.

**{SEE “ATTACHMENT A: TECH TEST/SOFTWARE TITLES” FOR DETAIL}**





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*Exhibit A*

**2.4.2 METHOD OF APPROACH**

**2.4.2.1 Offeror shall clearly provide their written understanding of the City’s requirements, specifications, meeting the terms and conditions of the RFP and matching the proposed methods to accomplish the needs of the City:**

Corporate Job Bank’s Management Team has reviewed the City of Glendale RFP in its entirety. Key compliance requirements have been assigned to the Operations and Implementation teams and pre-implementation protocols have been created to ensure compliance and success upon award.

Corporate Job Bank’s key personnel have reviewed the RFP requirements and have developed implementation guidelines aligning with the City’s need and intent. Corporate Job Bank Sales Management, Account Management, Operations Management, IT Sector Servicing staff, IT Sector Recruiting staff, Human Resources, Accounting, and Executive leadership have reviewed the RFP, and are committed to delivering a valued and quality service within the terms of the RFP, as committed to in the RFP responses.

Corporate Job Bank has over 15 years of experience in government sector implementations. During our 15 plus years of servicing State, Federal, and Municipal agencies, we have never had a finding of non-compliance and have never lost a contract due to violations of terms and agreements.

**2.4.2.2 Offeror shall provide a communication plan between key personnel and the City of Glendale:**

Corporate Job Bank uses a two channel communication process with our government sector clientele.

The City of Glendale will be assigned an Account Executive who will focus on quality of service, relationship development, and quality control. Most often, the Account Executive will function as the face of Corporate Job Bank, as the Account Executive works primarily in the field providing client services and support.

The second channel of communication focuses on service delivery. The City of Glendale will be assigned an Account Manager / Recruiter who will focus on recruitment, screening, candidate processing, retention, resource management, and the day-to-day account support.

The two-tier approach provides the client with multiple avenues for support and works to create a cohesive and team based account management group.

Internally, Corporate Job Bank utilizes a horizontal communication structure to notify key stakeholders and support staff of client requests, needs for service, and support issues.

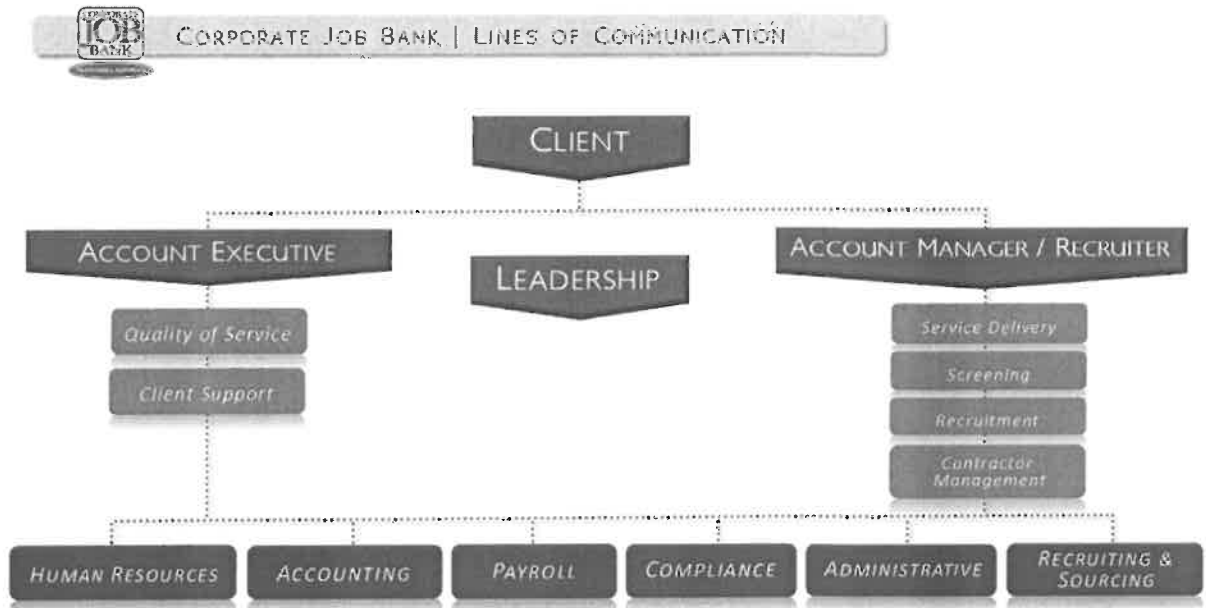
**{PLEASE SEE NEXT PAGE FOR LINES OF COMMUNICATION CHART}**



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*Exhibit A*



**2.4.2.3 Offeror shall describe method and approach for recruiting technical talent:**

Corporate Job Bank has designed its organization from the ground up to provide a simple yet effective service. We have every tool available as the large national organizations, yet we only focus on the local market. This is a huge advantage to all the clients we serve. Our understanding of the IT market as it lives and breathes in Arizona helps us to provide a more focused search and delivery service than many of the larger companies with regional or national scope. In short, Arizona is our focus.

We propose to provide service utilizing traditional staffing models combined with best-in-class technology, partnership, a focus on core competency, refined selection processes, and by hiring and retaining the best internal talent available.

***Best-in-class Technology:***

Using the best **TECHNOLOGY** has allowed Corporate Job Bank to provide very timely services by increasing the depth and breadth of our recruiting effort. Corporate Job Bank has developed a system of advertising, recruiting, and publicity using the most recent software systems and technology. In 2012, Corporate Job Bank rebuilt its technology infrastructure from the ground up. We have continued to modernize in 2014 and 2015 with additional system upgrades and infrastructure allowing the company to go remote and cloud based. Corporate Job Bank possesses state of the art tools, software, and hardware including:

- Resume aggregators
- Resume parsing software



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*Exhibit A*

- Cloud based timekeeping system
- Cloud based time and attendance system
- Customer relationship management system
- Human Resource information system
- Cloud based customer and employee self-service accounts
- Requisition distribution software and tools
- Remote and contracted Researchers and Recruiters

Corporate Job Bank holds the belief that while technology improves our efficiency and timeliness to the market, it is no substitute for the hard work of trained, experienced, and successful support staff.

Corporate Job Bank has developed one of the most extensive recruiting networks of any staffing agency in the Arizona market. We have spent more than 30 years developing and fostering relationships, sources and contacts in Arizona.

We have combined technology and good old fashioned partnerships to develop a pipeline of candidates that keep our clients' needs fulfilled. Our jobs reach tens of thousands of potential candidates daily.

***Partnering:***

**PARTNERSHIP** is the core principal which we use to guide our recruiting efforts. We have identified and partnered with many of Arizona's schools, development programs, municipal services and training institutes to source qualified personnel. We participate in a variety of the professional organizations further targeting skilled candidates within the IT field.

Examples of our partners include:

- Arizona State University
- ITT
- DeVry
- Maricopa Community Colleges
- Arizona Department of Economic Security
- Arizona State University
- Apollo Group
- #YesPhx
- User Groups: The AZ Software Community, HackerNest, Tech Talent, etc.
- Phoenix Start Up Week
- Networking Phoenix
- Year Up (Non-profit that teaches IT technical skills and social job skills to adults ages 18-24)



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Exhibit A

The following are some of the sources and activities we utilize in meeting our recruitment goals:

- Proprietary database and website ([www.corporatejobbank.com](http://www.corporatejobbank.com)) which contains more than 30,000 candidate files and resumes
- Business Associations / Organizations
- Civic Organizations
- Educational Institutes (i.e. colleges, trade schools, etc.)
- Fairs Promoting Recruiting
- Government Programs
- Internet advertising and recruiting
- Media (newspaper, trade publication, radio and television)
- On-Site Recruitment (open houses, job fairs)
- Referral programs
- Community partnerships
- Passive candidate pool development
- Marketing blasts (email and voicemail)
- Print advertising and recruiting
- Organizational and professional networking
- Social Media (LinkedIn User Groups, IT Blog Forums, Pinterest, Twitter)

***Advertising - Print Media:***

Corporate Job Bank has established a strong advertising network and regularly advertises with nearly every major print media in the Phoenix area. We regularly advertise with the following:

- Arizona Republic
- East Valley Tribune
- La Voz
- Job Examiner
- Employees Wanted Magazine
- The Employment Guide
- New Times
- Arizona Business Magazine
- Phoenix Business Journal

***Cloud Based Advertising:***

In addition to our own website and job board, Corporate Job Bank also utilizes nearly every major job board to advertise our positions online. Our job board partnerships include:

- Datafrenzy.com
- Monster.com
- Jobing.com



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Exhibit A

- Careerbuilder.com
- Recruiter.com
- Craigslist.com
- Backpage.com
- Maricopa Community Colleges
- Jobing.com
- Dice.com
- Indeed.com
- LinkedIn.com
- Simplyhired.com
- Facebook.com
- Jobs.GitHub.com
- Icrunchdata.com
- Stackoverflow.com
- Crunchboard.com
- TechCareers.com
- ITjobpro.com
- Rubynow.com
- Beyond.com

Ironically, with all of the advertising dollars we spend each year, our largest source of candidates consistently comes from referrals by the professionals who have used our services.

**2.4.2.4 Offeror shall describe how a candidate's technical skills are identified, assessed, and validated:**

Corporate Job Bank researches and validates candidate KSAs (knowledge, skills, and abilities) prior to recommendation for client review.

Corporate Job Bank utilizes a multi-tier approach in determining a candidate's actual versus projected KSAs. Our team conducts a focused and intensive screening / review of our employees:

- Previous work history and job functions
- Training and education
- Professional references
- Validated skills testing / assessments

In addition to a thorough screening and our pre-packaged skills assessments, Corporate Job Bank is able to develop, design, and implement customized screening specific to each department's needs. We are able to create "batch" systems which can test and screen for KSA bundles essential to our client's needs.

Professional references are conducted to validate candidate skill sets and to determine areas of strength, needs for improvement, and alignment with the client's requirements.



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EXHIBIT A

Corporate Job Bank provides validated testing / assessments for nearly every skill or job. These assessments are included in our pricing. We utilize the Kenexa Prove-It system which currently has more than 1,500 assessments available. Our testing catalog includes more than 350 technical testing modules and more than 320 software modules. Please see the embedded link below for a listing of technical and software titles.

{SEE "ATTACHMENT A: TECH TEST/SOFTWARE TITLES" FOR DETAILS}

**Our assessment system provides the following features:**

- **Instant Test Results:** Available via email and/or the Internet upon completion of each test
- **A Full Range of Quality Assessments:** Hundreds of tests for accounting, marketing, administrative, legal, clerical, software, industrial, healthcare, financial and technical job classifications.
- **Available via the Internet or your organization's Intranet anytime, anywhere:** Fully interactive Desktop Application tests available via the Internet without plug-ins or firewall issues
- **Most Advanced Testing Engine:** Randomization of questions, test and group customization capabilities, and enhanced reporting capability

Corporate Job Bank believes in transparency in the candidate submission process. Our Recruiters are trained on presenting the client with both candidate strengths and potential areas for improvement. We believe this level of transparency in the submission process is critical to the placement process and ensures the end user and client can manage the resource effectively. This approach is unusual in the staffing industry as many agencies believe the sell is based purely upon candidates' strengths.

**2.4.2.5 Offeror shall describe types of testing conducted and screening processes used, prior to selecting a candidate in their temporary staff pool:**

Corporate Job Bank is committed to only supplying associates who meet the highest screening standards in the staffing industry. In addition to personally interviewing each potential associate, CJB will verify credentials, certificates and past work experiences. CJB will check a minimum of two professional references prior to submittal. When researching our candidates, we probe for specific work habit information, in addition to job responsibilities. If for any reason a favorable reference cannot be obtained, that candidate is not eligible for employment with Corporate Job Bank. In addition to references, CJB requires a signed statement verifying that all areas of their application, including education and criminal history, are true and correct. CJB has developed a simple, detailed and effective method to screening candidates. This method is designed to verify that all of our employees meet the needs of our clients. Please see the process on the following page:



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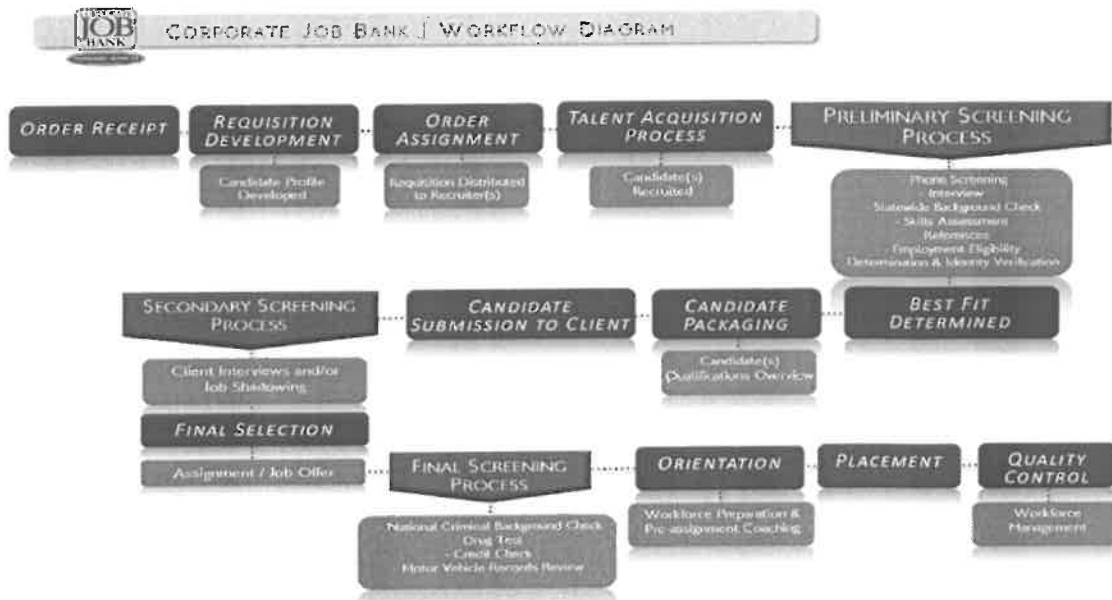
*Exhibit A*

1. Resume review
2. Phone screening/pre-interview
3. Application process
4. Behavioral based interview
5. Skills assessment(s)
6. Reference check(s)
7. Employment history verification(s)
8. I-9 verification
9. E-Verify Identity and employment eligibility verification
10. Corporate Job Bank orientation
11. Corporate Job Bank standard criminal background screening
12. Best fit determination
13. Client specific background screening
14. Client specific drug testing
15. Client specific orientation

Corporate Job Bank has developed a simple and effective workflow to manage our recruitment and screening process. Our process is intentionally flexible and designed to be customer centric so that we are able to meet the individual needs of clients in current day situations. This process is customized to each client's needs and new candidates are briefed on the process and flow during our initial phone screening.

Please see the workflow diagram below for a breakdown of our process and steps, from order to assignment completion. Please note that this process includes several steps which may be excluded for direct hire services. Items such as drug testing, national criminal history checks, MVR review, E-Verify, and I-9 verifications are typically provided by the employer and would be completed by the City of Glendale, as the employer of record, for any direct hire placements.

**{PLEASE SEE BELOW FOR WORKFLOW DIAGRAM FOR DETAILS}**





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*Exhibit A*

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**Our assessment system provides the following features:**

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- **Available via the Internet or your organization's Intranet anytime, anywhere:** Fully interactive Desktop Application tests available via the Internet without plug-ins or firewall issues.
- **Most Advanced Testing Engine:** Randomization of questions, test and group customization capabilities, and enhanced reporting capability.

**2.4.2.6 Offeror shall describe their method of approach to tracking temporary staff attendance:**

Corporate Job Bank has several tools available to report temporary staff attendance.

Utilizing our online timekeeping system, Corporate Job Bank reviews and manages temporary staff attendance on a weekly basis. This system is available for client use and includes reporting of temporary staff attendance, hours worked, rate structures, time on project, mileage, expenses, and a variety of other reporting. We have found that our online time and attendance systems is an effective tool to manage resource attendance.

In addition, Corporate Job Bank has several additional tools available depending on project scope, size, and duration. These tools include our online time and attendance system (Akken), web based time and attendance portal, onsite time clock systems (badge based), onsite time clock systems (biometric), paper based time tracking, and spreadsheet based time tracking.





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We are able to offer:

*Exhibit A*

- Hours entry
- Labor allocation
- Alerts
- Punch entry
- Employee time and attendance entry (Self-service punching)
- Supervisor time and attendance entry
- Absence reporting
- Meal and break time management
- Rounding
- In and out detail reporting
- Absence request reporting
- Shift allocation

Regardless of the need, Corporate Job Bank has a solution or will create one to meet the client's end goal.

**2.4.2.7 Offeror shall describe the communication process used to notify the City of an assigned temporary staff's absence:**

***Call-Offs:***

Corporate Job Bank uses a dual notification process as part of our "Mandatory Contact Policy" by all temporary resources.

Temporary personnel are required to contact our offices and notify the Account Manager or Recruiter a minimum of 1 hour prior to shift start time. In addition, the resource is required to contact the client supervisor.

Corporate Job Bank staff will notify the client of the absence immediately upon receipt of the call-off from the resource. This notification is typically made via email and includes client Supervisors and Management.

***Scheduled Time Off:***

Corporate Job Bank employees must directly request scheduled time off from the client Supervisor. If the employee is granted pre-approved time off, the employee must notify Corporate Job Bank. Corporate Job Bank will verify the pre-approval with the client to ensure accuracy in reporting and client approval.



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**2.4.3 CAPACITY OF OFFEROR – KNOWLEDGE OF PHOENIX MARKET**

*Exhibit A*

**2.4.3.1 Offeror shall provide (3) three recent (within last 3 years) client/customer references from organizations of similar size and scope to the City for services described herein.**

**2.4.3.1.1 Client:** City of Tempe – IT Division

**2.4.3.1.2 Contact Name and Title:** Lisa Ernst – Administration

**2.4.3.1.3 Service Dates:** 2013 to present

**2.4.3.1.4 Number of Temporary Positions Filled:** 22

**2.4.3.1.5 Number of Recruitments Conducted and Positions Filled:** None (The City only uses contractors at this time)

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**2.4.3.1.1 Client:** Net Fusion Services

**2.4.3.1.2 Contact Name and Title:** Chris Goulding – CEO & President

**2.4.3.1.3 Service Dates:** 2011 - 2014

**2.4.3.1.4 Number of Temporary Positions Filled:** 32

**2.4.3.1.5 Number of Recruitments Conducted and Positions Filled:** 12 / 8

---

**2.4.3.1.1 Client:** WebPT

**2.4.3.1.2 Contact Name and Title:** Matt Cuellar – HR Manager

**2.4.3.1.3 Service Dates:** 2013 to Present

**2.4.3.1.4 Number of Temporary Positions Filled:** 54

**2.4.3.1.5 Number of Recruitments Conducted and Positions Filled:** Not Applicable

**2.4.3.2 Offeror shall describe their knowledge of the Phoenix market:**

The Phoenix IT Market has drastically changed over the past few years and continues to transform. New security threats are constantly evolving. It has become necessary for companies to integrate new hardware and software into existing infrastructure. Businesses must keep more data than ever, thus they are having to enhance and maintain storage. Datacenters can be physical, cloud based or a hybrid of both, causing organizations to make decisions that could affect them long term. Mobile devices are fully incorporated into the workplace, compelling companies to adapt to new mobile technology. Start-up tech companies are becoming common-place, and many large corporations have relocated or are established in Arizona. Therefore, the IT talent pool has more choices, and it can be a challenge for companies to entice new talent to join



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their team. Companies require a staffing partner that understands the changing IT landscape and can secure the necessary talent to move their initiatives forward.

*Exhibit A*

**2.4.3.3 Offeror shall describe their turnover rate of temporary assignment employees and retention rate for recruitments:**

Corporate Job Bank's turnover rate on temporary assignments over the past 3-year period has averaged 23.1%. CJB's retention rate on recruitments (Direct Hire) over that same 3-year period has averaged 97.3%.



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*Exhibit A*

**2.4.4 PLACEMENT GUARANTEE**

**2.4.4.1 Offeror shall describe their placement guarantee:**

Corporate Job Bank has a ninety (90) day guarantee on all Direct Hires as follows: CJB will replace the employee at no charge to the client, if the employee leaves or is terminated, up to ninety (90) days of employment with client. No replacement will be made when the scope of the duties has changed substantially or has been misrepresented. If the Direct Hire fee is not paid within thirty (30) days of hire, the guarantee is null and void.

**2.4.4.2 Offeror shall describe their process to address a situation where the City is not satisfied with the temporary staff placed:**

Corporate Job Bank issues an 8-hour Unconditional Guarantee on all temporary staff placed. In addition, we offer an Extended Guarantee of up to 24 hours. This allows each agency to work with our contractors up to three full business days with no cost / limited cost if our personnel do not meet your needs and criteria.

***Our Unconditional Guarantee:***

Corporate Job Bank offers an 8-hour Unconditional Guarantee. If for any reason, you are not satisfied with our temporary/contract employee within the first 8 hours, you may elect to request a replacement, and no fee or charges will be assessed for work performed up to 8 hours.

***Our Extended Guarantee:***

Corporate Job Bank offers an Extended Guarantee for up to 24 hours of worked performed. If for any reason, you are not satisfied with our temporary/contract employee within the first 24 hours, Corporate Job Bank will bill back the resource at our hourly cost without adding the contracted markup to the rate.

**2.4.4.3 Offeror shall describe their process and replacement policy to address a situation where a temporary staff position leaves prior to the end of the assignment:**

In the event that a temporary staff member leaves the position prior to assignment completion, Corporate Job Bank assigns the replacement order a "tier 1+" priority ranking for the applicable Recruiters and Account Managers. This priority ranking puts the replacement order in front of all existing orders and becomes our team's primary "must cover" requisition.



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*Exhibit A*

**ATTACHMENT A: Tech Test/Software Titles** (Kenexa ProveIt!® - [www.ProveIt.com](http://www.ProveIt.com))

- .NET Framework 2.0
- .NET Framework 3.0
- .NET Framework 4.0
- .NET Programming - ASP 2.0
- .NET Programming - ASP 3.5
- .NET Programming - ASP 4.0
- Visio 2002
- Microsoft Visio 2003
- Microsoft Visio 2007
- Microsoft Visio 2010
- Microsoft Visio 2013
- Microsoft Visual Studio 2010
- .NET Programming - ASP 4.5
- .NET Programming - ASP 5.0
- .NET Programming - C# 2.0
- .NET Programming - C# 3.0
- .NET Programming - C# 4.0
- .NET Programming - C# 5.0
- ABAP/4 for SAP
- ActionScript 3.0
- Active Directory Domain Services
- Active Server Pages
- Adabas DBA
- Adabas Natural
- Adabas Programming
- Adobe ColdFusion 10
- Adobe ColdFusion 8
- Adobe ColdFusion 9
- Adobe Dreamweaver CS5
- Agile Software Development
- AION Programming
- AJAX
- ANSI SQL
- Apache Web Server
- AS/400 Operations
- Assembler
- Assembler for IBM Mainframe
- AUS-NZ Lotus Notes 5.0 for Developers
- Basic Wireless Communication
- BizTalk Server 2006
- BizTalk Server 2010
- Borland C++ Builder
- BroadVision
- BusinessObjects 5 - Designer
- BusinessObjects XI Release 2
- C Programming
- C++ Programming
- Cascading Style Sheets
- Cascading Style Sheets 2.1
- Cascading Style Sheets 3.1
- Cascading Style Sheets 4.0
- CGI Concepts
- CICS/COBOL
- Cisco Networking
- Cisco Router
- Citrix for Client Server Applications
- Citrix MetaFrame
- Citrix WinFrame
- Clipper
- Cloud Computing Core Concepts
- COBOL
- COBOL 400
- COBOL II
- Code Sample - ASP - File Operations
- Code Sample - ASP.NET - Date/Time Operations
- Code Sample - C Sharp - Date/Time Operations
- Code Sample - C Sharp - File Operations
- Code Sample - Java - Date/Time Operations
- Code Sample - Java - File Operations
- Code Sample - JavaScript - Date/Time Operations
- Code Sample - JavaScript - File Operations
- Code Sample - VB Script - Date/Time Operations
- Code Sample - VB.NET - Date/Time Operations
- Code Sample - Visual Basic - Date/Time Operations
- Code Sample - Visual Basic - File Operations
- Cold Fusion 4
- Cold Fusion MX 6.1
- Cold Fusion Scripting and Development
- ColdFusion MX 7
- COM/DCOM Development in Delphi
- COM/DCOM Development in Visual Basic
- Computer Technician Skills
- COOL: Gen
- CORBA
- Core Java
- Crystal Reports 11.0
- Crystal Reports 14.1
- Crystal Reports 7.0
- Crystal Reports 8.0
- Crystal Reports 8.5 for Developers
- Data Architecture
- Data Mining Concepts



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Exhibit A

**ATTACHMENT A: Tech Test/Software Titles** (Kenexa ProveIt!® - [www.ProveIt.com](http://www.ProveIt.com))

- Data Modeling Concepts
- Data Warehousing Concepts
- DB2 5.x DBA
- DB2 Developer
- DB2 v.8 Mainframe DBA
- DB2 v.8 UDB DBA
- Delphi 3
- Delphi 5
- DHTML
- DreamWeaver
- Dreamweaver 8
- E Commerce Concepts: Deployment
- EDI (Electronic Data Interchange)
- Enterprise JavaBeans [EJB]
- Enterprise JavaBeans [EJB3]
- Ethernet Networking
- FORTRAN 77/90
- GroupWise 5.x
- Gupta Centura
- HTML 2.0/3.0
- HTML 4.0
- HTML 5.0
- HTML Webmaster
- IBM AIX 5.1 Administrator
- IBM DB2 10.5 New!
- IMS
- iNet+
- Informatica
- Informatica Cloud
- Informix
- Internet Security
- J2EE
- J2SE
- Java EE 6
- Java EE 7
- Java Entry Level
- Java Hibernate 3.3
- Java Hibernate 4.3
- Java SE 6
- Java SE 7
- Java SE 7 Swing
- Java SE 8
- Java Server Pages
- Java Servlets
- Java Servlets 3.0
- Java Swing
- JavaScript
- JavaServer Faces 2.0
- JCL
- jQuery 1.7
- LAN Concepts
- Linux Administration
- LoadRunner 11 New!
- LoadRunner 9
- Logical Reasoning - Deduction
- Logical Reasoning - Mathematical
- Lotus Domino 6 for Developers
- Lotus Notes 4.0 for Developers
- Lotus Notes 4.5 for Developers
- Lotus Notes 5.0 for Developers
- Lotus Notes Administration
- Macintosh Technician OS 9
- Macintosh Technician OS X
- Macromedia Director MX 2004
- Macromedia Flash 5
- Macromedia Flash MX 2004
- Macromedia Flash Professional 8
- Microsoft Access 2000 for Developers
- Microsoft Access 2002 for Developers
- Microsoft Access 2003 for Developers
- Microsoft Access 2007 for Developers
- Microsoft Access 2013 for Developers
- Microsoft Exchange Server 2000 Administration
- Microsoft Exchange Server 2003 Administration
- Microsoft Exchange Server 2007 Administration
- Microsoft Exchange Server 2010 Administration
- Microsoft Exchange Server 5.5
- Microsoft Internet Information Server [IIS] 4.0
- Microsoft Internet Information Services [IIS] 7.0
- Microsoft Office 2003 Help Desk
- Microsoft Office 2007 Help Desk
- Microsoft Office 2010 Help Desk
- Microsoft Office 2013 Help Desk
- Microsoft Office SharePoint Server 2007
- Microsoft Office XP Help Desk
- Microsoft SharePoint 2010 for Developers
- Microsoft SharePoint 2013 for Administrators
- Microsoft SharePoint Server 2010 for Administrators
- Microsoft Site Server 3.0
- Microsoft Systems Management Server 2.0 [SMS]
- Microsoft Transaction Server



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EXHIBIT A

**ATTACHMENT A: Tech Test/Software Titles** (Kenexa ProveIt!® - [www.ProveIt.com](http://www.ProveIt.com))

- Microsoft Windows 2000 Data Center Administration
- Microsoft Windows 2000 Professional Installation
- Microsoft Windows 2000 Server Administration
- Microsoft Windows 2000 Server Installation
- Microsoft Windows 2000 Server Installation Procedures
- Microsoft Windows 2000 Technical Skills
- Microsoft Windows 2003 Server Administration
- Microsoft Windows 2003 Server Installation Procedures
- Microsoft Windows 2008 Server Administration
- Microsoft Windows 2012 Server Administration
- Microsoft Windows 7 Technical Skills
- Microsoft Windows 8 Technical Skills
- Microsoft Windows NT 4.0 Server Administration
- Microsoft Windows NT 4.0 Server Installation
- Microsoft Windows NT 4.0 Workstation Installation
- Microsoft Windows Vista Technical Skills
- Microsoft Windows XP Technical Skills
- MicroStation V8i
- MVS
- MySQL
- Netscape Webserver
- Network Administration
- Network Security
- Network Virtualization
- Network-Attached Storage (NAS)
- Novell Directory Services
- Novell NetWare 3.12
- Novell NetWare 4.x
- Novell NetWare 5.x
- Object Oriented Programming [OOP]
- Object PAL 5.0
- OLAP Concepts
- Oracle 10g DBA
- Oracle 10g for Developers
- Oracle 11g Release 2 DBA
- Oracle 11g Release 2 for Developers
- Oracle 11i DBA
- Oracle 12c DBA
- Oracle 12c for Developers
- Oracle 7.3 DBA
- Oracle 7.3 Developer
- Oracle 8 DBA
- Oracle 8 Developer
- Oracle 8.i
- Oracle 9i DBA
- Oracle 9i for Developers
- Oracle Applications DBA
- Oracle Designer 2000
- Oracle Developer 2000
- Oracle E-Business Suite R12 - Technical
- Oracle Essbase 11
- Oracle Financials 11
- Oracle Forms 10g
- Paradox Application Language 4.0
- Pascal
- PeopleCode 8.5
- PeopleSoft 7 DBA
- PeopleSoft 7 Developer
- PeopleSoft 8 DBA
- PeopleSoft 8 Developer
- Peoplesoft 9 DBA
- PeopleSoft 9 Developer
- Perl 5
- Perl 6
- PHP 4
- PHP 5
- PHP 5.3
- PL/SQL
- PowerBuilder 10
- PowerBuilder 4.0
- PowerBuilder 5.0
- PowerBuilder 6.0
- PowerBuilder 8.0
- Programming Concepts
- Project Management for IT Professionals
- Python 3.5
- QuickTest Professional 9
- Rational Rose
- Relational Database Design [RDBMS]
- RPG III
- RPG IV [RPG ILE]
- Ruby 1.8
- Ruby 1.9
- Ruby on Rails 3.0
- SAP Database
- SAS 6 - IT Professional
- SAS 8.2
- SAS 9.3
- Service-Oriented Architecture



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Exhibit A

**ATTACHMENT A: Tech Test/Software Titles** (Kenexa ProveIt!® - [www.ProveIt.com](http://www.ProveIt.com))

- Siebel 7
- Smalltalk
- Solaris 10 Administrator
- Spring Framework 2.5
- Spring Framework 4.0
- SPSS
- SQA Robot
- SQL Entry Level
- SQL for Client-Server Applications
- SQL for Desktop Applications
- SQL Server 2000 DBA
- SQL Server 2000 for Developers
- SQL Server 2005 DBA
- SQL Server 2005 for Developers
- SQL Server 2008 DBA
- SQL Server 2008 for Developers
- SQL Server 2008 R2 Analysis Services
- SQL Server 2008 Reporting Services
- SQL Server 2012 DBA
- SQL Server 2012 for Developers
- SQL Server 2012 Integration Services
- SQL Server 2012 Reporting Services
- SQL Server 2014 DBA
- SQL Server 2014 for Developers
- SQL Server 2014 Integration Services
- SQL Server 2014 Reporting Services
- SQL Server 6.5
- SQL Server 6.5 Developer
- SQL Server 7.0 DBA
- SQL Server 7.0 Developer
- SQL Server Integration Services
- SQL Server Reporting Services
- Storage Area Network (SAN)
- Sybase 11
- Sybase 12
- Sybase DBA
- Sybase Developer
- Technical Support - IT/Network
- Technical Support Processes
- Telecommunications
- TestDirector 8.0
- Transact SQL
- U.K. Logical Reasoning - Deduction
- U.K. Logical Reasoning - Mathematical
- U.K. Lotus Notes 5.0 for Developers
- UML
- UNIX Administrator
- UNIX Programming
- UNIX Shell Programming
- UNIX Users
- VBScript
- Visual Basic 2010
- Visual Basic 4.0
- Visual Basic 5.0
- Visual Basic 6.0
- Visual Basic 6.0 for Applications (VBA)
- Visual Basic 9.0
- Visual C++ 2010
- Visual C++ 4.0
- Visual C++ 6.0
- Visual FoxPro 3.0
- Visual FoxPro 6.0
- Visual FoxPro 8.0
- Visual Interdev 6.0
- Visual J++ 1.1
- Visual J++ 6.0
- VMware ESX 4.1
- VMware ESXi 6.0 New!
- VMware Workstation 7
- WAN Architecture
- Web Commerce Security
- WebLogic Portal 7.0
- WebLogic Server 12c
- WebLogic Server 7.0
- WebSphere 4.0
- WebSphere Application Server 7
- WebSphere MQ V5
- WinRunner 6.02
- WinRunner 7.6
- Wireless Networking
- XML
- XWindow Systems
- ACCPAC Pro Series
- Adobe Acrobat 6.0 Standard
- Adobe Acrobat 7.0 Standard
- Adobe Acrobat 8.0 Standard
- Adobe Acrobat 9.0 Standard
- Adobe Acrobat X
- Adobe Acrobat XI
- Adobe Flash CS3 Professional
- Adobe Flash Professional CS5
- Adobe Flex 3
- Adobe Illustrator CS
- Adobe Illustrator CS2
- Adobe Illustrator CS3
- Adobe Illustrator CS5
- Adobe Illustrator CS6
- Adobe InDesign CS
- Adobe InDesign CS2
- Adobe InDesign CS3





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*EXhibit A*

**ATTACHMENT A: Tech Test/Software Titles** (Kenexa Provelt!® - [www.Provelt.com](http://www.Provelt.com))

- Adobe InDesign CS4
- Adobe InDesign CS5
- Adobe InDesign CS6
- Adobe Pagemaker 6.5
- Adobe PageMaker 7
- Adobe Photoshop 5.5
- Adobe Photoshop CS
- Adobe Photoshop CS2
- Adobe Photoshop CS3
- Adobe Photoshop CS4
- Adobe Photoshop CS5
- Adobe Photoshop CS6
- ADP - Payroll
- AUS-NZ Lotus Notes 5.0 for Users
- AUS-NZ MYOB Accounting Plus
- Corel Presentations 9.0
- Corel Quattro Pro 9.0
- Corel WordPerfect 9.0 - Normal User
- Corel WordPerfect 9.0 - Power User
- Corel WordPerfect 9.0 - Whole Test
- Corel WordPerfect X6
- Desktop Publishing Theory Skills
- FileMaker Pro 6
- French Canadian Microsoft Access 2007
- French Canadian Microsoft Access 2010
- French Canadian Microsoft Access 2013
- French Canadian Microsoft Excel 2003 - Normal User
- French Canadian Microsoft Excel 2003 - Power User
- French Canadian Microsoft Excel 2003 - Whole Test
- French Canadian Microsoft Excel 2007 - Normal User
- French Canadian Microsoft Excel 2007 - Power User
- French Canadian Microsoft Excel 2007 - Whole Test
- French Canadian Microsoft Excel 2010 - Normal User
- French Canadian Microsoft Excel 2010 - Power User
- French Canadian Microsoft Excel 2010 - Whole Test
- French Canadian Microsoft Excel 2013 - Normal User
- French Canadian Microsoft Excel 2013 - Power User
- French Canadian Microsoft Excel 2013 - Whole Test
- French Canadian Microsoft Outlook 2003
- French Canadian Microsoft Outlook 2007
- French Canadian Microsoft Outlook 2010
- French Canadian Microsoft Outlook 2013
- French Canadian Microsoft PowerPoint 2003 - Normal User
- French Canadian Microsoft PowerPoint 2003 - Power User
- French Canadian Microsoft PowerPoint 2003 - Whole Test
- French Canadian Microsoft PowerPoint 2007 - Normal User
- French Canadian Microsoft PowerPoint 2007 - Power User
- French Canadian Microsoft PowerPoint 2007 - Whole Test
- French Canadian Microsoft PowerPoint 2010 - Normal User
- French Canadian Microsoft PowerPoint 2010 - Power User
- French Canadian Microsoft PowerPoint 2010 - Whole Test
- French Canadian Microsoft PowerPoint 2013 - Normal User
- French Canadian Microsoft PowerPoint 2013 - Power User
- French Canadian Microsoft PowerPoint 2013 - Whole Test
- French Canadian Microsoft Word 2003 - Normal User
- French Canadian Microsoft Word 2003 - Power User
- French Canadian Microsoft Word 2003 - Whole Test
- French Canadian Microsoft Word 2007 - Normal User
- French Canadian Microsoft Word 2007 - Power User
- French Canadian Microsoft Word 2007 - Whole Test
- French Canadian Microsoft Word 2010 - Normal User
- French Canadian Microsoft Word 2010 - Power User
- French Canadian Microsoft Word 2010 - Whole Test
- French Canadian Microsoft Word 2013 - Normal User
- French Canadian Microsoft Word 2013 - Power User



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EXHIBIT A

**ATTACHMENT A: Tech Test/Software Titles** (Kenexa ProveIt!® - [www.ProveIt.com](http://www.ProveIt.com))

- French Canadian Microsoft Word 2013 - Whole Test
- German Microsoft Excel 2003 - Normal User
- German Microsoft Excel 2003 - Power User
- German Microsoft Excel 2003 - Whole Test
- German Microsoft Outlook 2003
- German Microsoft PowerPoint 2003 - Normal User
- German Microsoft PowerPoint 2003 - Power User
- German Microsoft PowerPoint 2003 - Whole Test
- German Microsoft Word 2003 - Normal User
- German Microsoft Word 2003 - Power User
- German Microsoft Word 2003 - Whole Test
- JD Edwards
- Legal MacPac 2000
- Lotus 1-2-3 Millennium
- Lotus Freelance Graphics Millennium
- Lotus Notes 4.5 for Users
- Lotus Notes 4.6
- Lotus Notes 5.0 for Users
- Lotus Notes 6.5 for Users
- Lotus Notes 8.5 for Users
- Lotus Notes R5
- Lotus Word Pro Millennium
- MAS 90 - Bookkeeping
- Microsoft Access 2000
- Microsoft Access 2002
- Microsoft Access 2003
- Microsoft Access 2007
- Microsoft Access 2010
- Microsoft Access 2013
- Microsoft Access 97
- Microsoft Excel 2000 - Normal User
- Microsoft Excel 2000 - Power User
- Microsoft Excel 2000 - Whole Test
- Microsoft Excel 2002 - Normal User
- Microsoft Excel 2002 - Power User
- Microsoft Excel 2002 - Whole Test
- Microsoft Excel 2003 - Normal User
- Microsoft Excel 2003 - Power User
- Microsoft Excel 2003 - Whole Test
- Microsoft Excel 2007 - Normal User
- Microsoft Excel 2007 - Power User
- Microsoft Excel 2007 - Whole Test
- Microsoft Excel 2010 - Normal User
- Microsoft Excel 2010 - Power User
- Microsoft Excel 2010 - Whole Test
- Microsoft Excel 2013 - Normal User
- Microsoft Excel 2013 - Power User
- Microsoft Excel 2013 - Whole Test
- Microsoft Excel 97 - Normal User
- Microsoft Excel 97 - Power User
- Microsoft Excel 97 - Whole Test
- Microsoft FrontPage 2003
- Microsoft Internet Explorer 10.0
- Microsoft Internet Explorer 5.0
- Microsoft Internet Explorer 6.0
- Microsoft Internet Explorer 8.0
- Microsoft Internet Explorer 9.0
- Microsoft Office 2000 Integration
- Microsoft Office 2003 Integration
- Microsoft Office 97 Integration
- Microsoft Office XP Integration
- Microsoft Outlook 2000
- Microsoft Outlook 2002
- Microsoft Outlook 2003
- Microsoft Outlook 2007
- Microsoft Outlook 2010
- Microsoft Outlook 2013
- Microsoft Outlook 98
- Microsoft PowerPoint 2000
- Microsoft PowerPoint 2002 - Normal User
- Microsoft PowerPoint 2002 - Power User
- Microsoft PowerPoint 2002 - Whole Test
- Microsoft PowerPoint 2003 - Normal User
- Microsoft PowerPoint 2003 - Power User
- Microsoft PowerPoint 2003 - Whole Test
- Microsoft PowerPoint 2007 - Normal User
- Microsoft PowerPoint 2007 - Power User
- Microsoft PowerPoint 2007 - Whole Test

**EXHIBIT B**  
**TECHNICAL RECRUITING & STAFFING**  
**COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

Temporary Technical Staff Positions: Corporate Job Bank shall charge the City 45% on top of the candidate's hourly rate as reflective on the attached Exhibit B.

Direct Hire: Corporate Job Bank shall charge the City a 15% fee for all Direct Hire staff as reflected on the attached Exhibit B..

**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 \$300,000 for the entire Term of the Agreement.

**DETAILED PROJECT COMPENSATION**

The City may use this Contract to fill certain IT positions across all departments. The attached Exhibit B provides additional information for how the direct hire and temporary technical staffing positions will be calculated.



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**TECHNICAL RECRUITING & STAFFING**



**5.0 PRICE SHEET:**

**Section 5.1 Direct Hire Technical Staff:**

**EXHIBIT B**

<b>Technical Job Title</b>	<b>Able to Provide Candidate Within (x) days</b>	<b>Candidate's Avg. Salary (A)</b>	<b>Direct Hire Fee charged to the City (B)</b>	<b>Total Charged to the City (AxB)</b>
<b>.Net Developer (1-3 Years)</b>	1-3 Days	\$70,000 - \$80,000*	15%	\$10,500 - \$12,000**
<b>.Net Developer (4-7 Years)</b>	1-3 Days	\$80,000 - \$90,000*	15%	\$12,000 - \$13,500**
<b>.Net Developer (7+ Years)</b>	1-3 Days	\$90,000 - \$115,000*	15%	\$13,500 - \$17,250**
<b>Application Specialist (1-3 Years)</b>	1-3 Days	\$55,000*	15%	\$82,500**
<b>Application Specialist (4-7 Years)</b>	1-3 Days	\$66,000*	15%	\$9,900**
<b>Application Specialist (7+ Years)</b>	1-3 Days	\$83,000*	15%	\$12,450**
<b>Application Support Analyst (1-3 Years)</b>	1-3 Days	\$57,000*	15%	\$8,550**
<b>Application Support Analyst (4-7 Years)</b>	1-3 Days	\$68,000*	15%	\$10,200**
<b>Application Support Analyst (7+ Years)</b>	1-3 Days	\$85,000*	15%	\$12,750**
<b>Business Analyst Junior Level (1-3 Years)</b>	1-3 Days	\$80,000*	15%	\$12,000**
<b>Business Analyst Mid (4-7 Years)</b>	1-3 Days	\$90,000*	15%	\$13,500**
<b>Business Analyst Senior Level (7+ Years)</b>	1-3 Days	\$100,000*	15%	\$15,000**
<b>Control System Engineer Junior Level (1-3 Years)</b>	1-3 Days	\$70,000 – \$80,000*	15%	\$10,500 - \$12,000**
<b>Control System Engineer Mid-Level (4-7 Years)</b>	3-5 Days	\$80,000 – \$85,000*	15%	\$12,000 - \$12,750**
<b>Control System Engineer Senior Level (7+ Years)</b>	4-5 Days	\$90,000*	15%	\$13,500**
<b>Database Administrator Junior Level (1-3 Years)</b>	1-3 Days	\$60,000 – \$70,000*	15%	\$9,000 - \$10,500**
<b>Database Administrator Mid-Level (4-7 Years)</b>	1-3 Days	\$80,000 – \$85,000*	15%	\$12,000 - \$12,750**
<b>Database Administrator Senior Level (7+ Years)</b>	3-5 Days	\$88,000*	15%	\$13,200**
<b>GIS Analyst (1-3 Years)</b>	1-3 Days	\$50,000*	15%	\$7,500**
<b>GIS Analyst (4-7 Years)</b>	1-3 Days	\$54,000*	15%	\$8,100**
<b>GIS Analyst (7+ Years)</b>	1-3 Days	\$65,000*	15%	\$9,750**
<b>Help Desk Support Junior Level (1-3 Years)</b>	3 Days	\$30,000*	15%	\$4,500**
<b>Help Desk Support Mid-Level (4-7 Years)</b>	1-3 Days	\$40,000*	15%	\$6,000**



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<b>Help Desk Support Senior (7+ Years)</b>	1-3 Days	\$55,000*	15%	\$8,250**
<b>Network Engineer Junior Level (1-3 Years)</b>	1-3 Days	\$55,000 – \$60,000*	15%	\$8,250 - \$9,000**
<b>Network Engineer Mid-Level (4-7 Years)</b>	1-3 Days	\$65,000-\$75,000*	15%	\$9,750-\$11,250**
	1-3 Days	\$90,000-\$120,000*	15%	\$13,500 - \$18,000**
<b>Project Coordinator, IT (1-3 Years)</b>	1-3 Days	\$51,500*	15%	\$7,725**
<b>Project Coordinator, IT (4-7 Years)</b>	1-3 Days	\$59,000*	15%	\$8,850**
<b>Project Coordinator, IT (7+ Years)</b>	1-3 Days	\$63,000*	15%	\$9,450**
<b>Project Manager, IT (1-3 Years)</b>	1-3 Days	\$68,000*	15%	\$10,200**
<b>Project Manager, IT (4-7 Years)</b>	1-3 Days	\$88,000*	15%	\$13,200**
<b>Project Manager, IT (7+ Years)</b>	1-3 Days	\$95,000 - \$110,000*	15%	\$14,250**
<b>IT Manager</b>	5-15 Days	\$100,000*	15%	\$15,000**
<b>Systems Analyst Junior Level (1-3 Years)</b>	1-3 Days	\$55,000*	15%	\$8,250**
<b>Systems Analyst Mid-Level (4-7 Years)</b>	1-3 Days	\$70,000*	15%	\$10,500
<b>Systems Analyst Senior Level (7+ Years)</b>	1-3 Days	\$80,000*	15%	\$12,000**
<b>Systems Administrator Junior Level (1-3 Years)</b>	2 days	\$60,000 – \$70,000*	15%	\$9,000 - \$10,500**
<b>Systems Administrator Mid-Level (4-7 Years)</b>	3-4 Days	\$70,000*	15%	\$10,500**
<b>Systems Administrator Senior Level (7+ Years)</b>	3-5 Days	\$75,000 – \$80,000*	15%	\$11,250 - \$12,000**
<b>Web Developer / Software Developer (1-3 Years)</b>	3-5 Days	\$40,000 - \$60,000*	15%	\$6,000 - \$9,000**
<b>Web Developer / Software Developer (4-7 Years)</b>	3-5 Days	\$60,000 - \$90,000*	15%	\$9,000 - \$13,500**
<b>Web Developer / Software Developer (7+ Years)</b>	3-5 Days	\$90,000 - \$125,000*	15%	\$13,500 - \$18,750**

\*Represents the targeted annual compensation offering. Actual offering will be determined by the client and may be less than or may exceed the targeted salary with purchasing approval.

\*Final fee will be based upon the client determined salary times the direct hire fee (calculated as annual compensation x .15.)



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**EXHIBIT B**

**5.0 PRICE SHEET: Section 5.2 Temporary Technical Staff:**

<b>Technical Job Title</b>	<b>Able to Provide Candidate Within (x) Days</b>	<b>Candidate's Hourly Rate (A)</b>	<b>Contractor Mark-up Charged to the City (B)</b>	<b>Total Hourly Rate Charged to the City (AxB)</b>
<b>Systems Analyst Junior Level (1-3 Years)*</b>	1-3 Days	\$28*	45%	\$40.06**
<b>Systems Analyst Mid-Level (4-7 Years)*</b>	1-3 Days	\$35*	45%	\$50.75**
<b>Systems Analyst Senior Level (7+ Years)*</b>	3-5 Days	\$45*	45%	\$65.25**
<b>Systems Administrator Junior Level (1-3 Years)*</b>	1-3 days	\$32*	45%	\$46.40**
<b>Systems Administrator Mid-Level (4-7 Years)*</b>	1-3 Days	\$38*	45%	\$79.75
<b>Systems Administrator Senior Level (7+ Years)*</b>	3-5 Days	\$45*	45%	\$65.25**
<b>Network Engineer Junior Level (1-3 Years)*</b>	1-2 Days	\$35*	45%	\$50.75**
<b>Network Engineer Mid-Level (4-7 Years)*</b>	3-4 Days	\$45*	45%	\$65.25**
<b>Network Engineer Senior Level (7+ Years)*</b>	3-5 Days	\$55*	45%	\$79.75**
<b>Database Administrator Junior Level (1-3 Years)*</b>	1-3 Days	\$35*	45%	\$50.75**
<b>Database Administrator Mid-Level (4-7 Years)*</b>	2-4 Days	\$45*	45%	\$65.25**
<b>Database Administrator Senior Level (7+ Years)*</b>	3-5 Days	\$55*	45%	79.75**
<b>Network Engineer (SCADA Experienced)*</b>	3-5 Days	\$58*	45%	\$84.10**
<b>Control System Engineer Junior Level (1-3 Years)*</b>	2-3 Days	\$32*	45%	\$46.40**
<b>Control System Engineer Mid-Level (4-7 Years)*</b>	3-5 Days	\$40*	45%	\$58.00**
<b>Control System Engineer Senior Level (7+ Years)*</b>	4-5 Days	\$55*	45%	\$79.75**
<b>Subject Matter Expert Expert Level (7+ Years)*</b>	3-5 Days	\$85*	45%	\$123.25**
<b>Project Manager Junior Level (1-3 Years)*</b>	3-4 Days	\$40*	45%	\$58.00**
<b>Project Manager Mid-Level (4-7 Years)*</b>	4-5 Days	\$50*	45%	\$72.50**



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**EXHIBIT B**

<b>Project Manager Senior Level (7+ Years)*</b>	1 Week	\$60*	45%	\$87.00 **
<b>Business Analyst Junior Level (1-3 Years)*</b>	3-4 Days	\$40*	45%	\$58.00**
<b>Business Analyst Mid-Level (4-7 Years)*</b>	4-5 Days	\$50*	45%	\$72.50**
<b>Business Analyst Senior Level (7+ Years)*</b>	1 Week	\$55*	45%	\$79.75**
<b>Operations Manager Management Level *</b>	1 Week	\$60*	45%	\$87.00**
<b>.NET Developer Junior Level (1-3 Years)*</b>	3 Days	\$35*	45%	\$50.75**
<b>.NET Developer Mid-Level (4-7 Years)*</b>	3-5 Days	\$45*	45%	\$65.25**
<b>.NET Developer * Senior Level (7+ Years)*</b>	4-5 Days	\$55*	45%	\$79.75**
<b>Help Desk Support Junior Level (1-3 Years)*</b>	2 Days	\$15*	45%	\$21.75**
<b>Help Desk Support Mid-Level (4-7 Years)*</b>	2 Days	\$19*	45%	\$27.55**
<b>Help Desk Engineer Senior Level (7+ Years)*</b>	3 Days	\$25*	45%	\$36.25**
<b>Web Developer / Software Developer (1-3 Years)*</b>	3-5 Days	\$35*	45%	\$50.75**
<b>Web Developer / Software Developer (4-7 Years)*</b>	3-5 Days	\$40*	45%	\$58.00**
<b>Web Developer / Software Developer (7+ Years)*</b>	3-5 Days	\$65*	45%	\$94.25**
<b>Senior Applications Analyst (1-3 Years)*</b>	3-5 Days	\$35*	45%	\$50.75**
<b>Senior Applications Analyst (4-7 Years)*</b>	3-5 Days	\$40*	45%	\$58.00**
<b>Senior Applications Analyst (7+ Years)*</b>	3-5 Days	\$65*	45%	\$94.25**

\*Represents the targeted hourly wage offering. Actual hourly wage will be determined by the client and may be less than or may exceed the targeted wage with purchasing approval.

\*\*Final hourly bill rate will be based upon the client determined wage times the contracted markup (calculated as hourly wage x 1.45.)

**EXHIBIT C**  
**TECHNICAL RECRUITING & STAFFING**  
**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.



## Legislation Description

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**File #:** 16-462, **Version:** 1

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**AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH THE HAYS GROUP, INC., DOING BUSINESS AS HAYS COMPANIES, FOR EMPLOYEE BENEFITS CONSULTING SERVICES**

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

**Purpose and Recommended Action**

This is a request for City Council to authorize the City Manager to enter into an agreement with The Hays Group, Inc., doing business as (DBA) Hays Companies, for Employee Benefits Consulting Services for one (1) year with the option to renew four (4) additional years in one year increments.

**Background**

During FY2015-2016, the City had been utilizing The Segal Company for benefits consulting services. That agreement was set to expire on June 30, 2016. In April 2016, we began the RFP process for a benefits consulting firm. The evaluation committee comprised of employees from Human Resources and the Benefits and Wellness Committee reviewed the proposals for a benefits consultant. The Hays Company was ultimately selected as the vendor that best matched the needs of the City.

**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. An employee benefits consultant will provide expertise in assisting the City with financial analysis and multi-year strategic planning, ongoing strategic analysis of medical and pharmacy plan design changes, modeling contribution strategies for active employees and retirees, analysis of claims dollars being spent, wellness initiatives to assist with cost containment and provide ongoing guidance to remain in compliance with the Patient Protection and Affordable Care Act. These consulting services will allow us to continually monitor the performance of our health care plan, develop a strategic plan for the future and ultimately assist in controlling costs.

**Previous Related Council Action**

Council approved the agreement with The Segal Company for benefits consulting services on October 13, 2015.

**Community Benefit/Public Involvement**

Providing quality health care 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**

The total amount of this agreement is \$287,500. However, the Human Resources & Risk Management Department has included a 2.5% contingency per year which is an additional \$15,000 to ensure any unanticipated costs can be addressed. The total amount for these services over the 5 year period is not to exceed \$302,500.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$57,500</b>	<b>2580-18210-518200, Professional &amp; Contractual</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**AGREEMENT FOR  
EMPLOYEE BENEFITS CONSULTING SERVICES  
City of Glendale Solicitation No. RFP 16-45**

This Agreement for employee benefits consulting services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Hays Companies, a Minnesota corporation, authorized to do business in Arizona, (the "Consultant"), as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**RECITALS**

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. RFP 16-45 (the "Project");
- B. City desires to retain the services of Consultant to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Consultant 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 Consultant agree as follows:

**1. Key Personnel; Sub-contractors.**

- 1.1 Services. Consultant 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.

**2. Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

**3. Consultant's Work.**

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

3.2 Licensing. Consultant warrants that:

- a. Consultant and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- b. Neither Consultant nor any 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 Consultant's contracting ability.
  - (2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Consultant to notify City as required will constitute a material default under the Agreement.

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

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

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Consultant will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Consultant will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Consultant will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for services furnished, Consultant grants to City, 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) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
  - (1) City may reuse the Work Product at its sole discretion.
  - (2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.
  - (3) In such case, City shall also remove any seal and title block from the Work Product.

**4. Compensation for the Project.**

- 4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$302,500.00 for the five (5) year period if all renewal term options are

exercised and/or the price is adjusted during any renewal period in accordance with Section 14 (Term) herein and 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 Consultant without prior written authorization from the City.
  - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

## 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 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 Consultant 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. Consultant will be equitably compensated for Goods or 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 material breach of this Agreement within seven days after receipt of written notice specifying the material 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 Service and Repair furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provision of § 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 of more than \$1,000,000 or the amount of this Agreement, whichever is greater.

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

8. **Insurance.**

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

- a. Consultant. Consultant performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Consultant's Policies"), until each Party's obligations under this Agreement are completed.
- b. General Liability.
  - (1) Consultant must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$2,000,000 per occurrence and \$1,000,000 annual aggregate for each property damage and contractual property.
  - (2) This commercial general liability insurance must include independent consultants' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
  - (3) These limits may be met through a combination of primary and excess liability coverage.
- c. Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Consultant and \$1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. Professional Liability. Consultant's policy shall cover professional misconduct or lack of ordinary skill in performing the services defined in the Scope of Services of this Agreement.

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

Consultant warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.

- d. 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. Consultant's Policies must provide for not less than 30 days' advance written notice to City Representative of:
  - (1) Cancellation or termination of Consultant's Policies;
  - (2) Reduction of the coverage limits of any of Consultant's Policies; and
  - (3) Any other material modification of Consultant's Policies related to this Agreement.
- f. Certificates of Insurance.
  - (1) Within 10 business days after the execution of the Agreement, Consultant must deliver to City Representative certificates of insurance for each of Consultant and Sub-contractor's Policies, which will confirm the existence or issuance of Consultant and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Consultant 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 Consultant and Sub-contractor's Policies, or to examine Consultant and Sub-contractor's Policies, or to inform Consultant or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
  - (3) Consultant's failure to secure and maintain Consultant Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.
- g. Other Consultants or Vendors.
  - (1) Other consultants or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
  - (2) This insurance coverage must comply with the requirements set forth above for Consultant's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- 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. Consultant 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. Consultant 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, Consultant must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Consultant) and that arises out of or results from the breach of this Agreement by the Consultant or the Consultant's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Consultant), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Consultant shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Consultant or of any person or entity for whom Consultant is responsible.
- c. Consultant is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

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

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

11. **Notices.**

- 11.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
- a. The Notice is in writing; and
  - b. Delivered in person or by 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.

11.2 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:

Hays Group dba Hays Companies  
 c/o Sloan Christensen, Vice President  
 3200 East Camelback Road, Suite 129  
 Phoenix, Arizona 85018

- 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 Vicki Moss, HR Admin  
 5850 West Glendale Avenue  
 Glendale, Arizona 85301  
 623-930-2297

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 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.

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

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

13.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and 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. The solicitation, any addendums and the response submitted by the Consultant are incorporated into this Agreement as if attached hereto. Any Consultant 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.

13.2 Interpretation.

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

13.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

13.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

13.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

13.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.

13.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

14. **Term.** The term of this Agreement commences upon the effective date and continues for a one (1)-year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional four (4) years, renewable on an annual basis. Consultant will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and any such price adjustment will be a determining factor for any renewal. There are no automatic renewals of this Agreement.

15. **Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

16. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

- Exhibit A      Project
- Exhibit B      Compensation

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

City of Glendale,  
an Arizona municipal corporation

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By: Kevin R. Phelps  
Its: City Manager

ATTEST:

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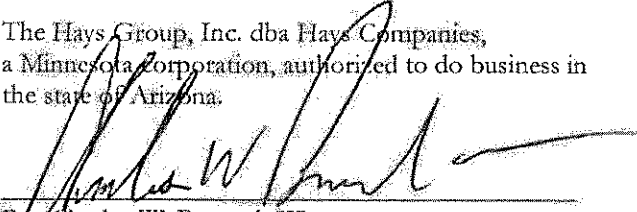
Julie K. Bower  
City Clerk (SEAL)

APPROVED AS TO FORM:

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Michael D. Bailey  
City Attorney

The Hays Group, Inc. dba Hays Companies,  
a Minnesota corporation, authorized to do business in  
the state of Arizona.



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By: Charles W. Broucek III  
Its: Senior Vice President

**EXHIBIT A**  
**EMPLOYEE BENEFITS CONSULTING SERVICES**

**RFP 16-45**

**PROJECT**

The Consultant will provide general benefits consulting expertise to include but not limited to multi-year strategic planning, financial analysis, strategic analysis of medical and pharmacy plan design changes, modeling contribution strategies for active employees and retirees, wellness strategies, negotiating and implementing the best coverage and cost for selective employee benefit programs to include, Health, Dental, Vision, Life and Ancillary/Voluntary benefits, provide guidance to remain in compliance with the Patient Protection and Affordable Care Act, monitoring contracts to ensure contract compliance, analyzing claims history and insurance utilization at least quarterly, assisting with design of employee benefits communications and may participate in Benefit Fairs and annual enrollment processes, evaluate various insurance products submitted for consideration by insurance carriers, assist in compliance in legislative updates, FMLA regulations, may assist with employee communications and open enrollment communications and provide a key contact person to be available to answer questions and resolve issues that arise during the year regarding employee benefits, contract administration and service provisions.. As needed, the Consultant would also assist in the preparation of Requests for Proposals soliciting benefits providers. RFP 16-45 is attached and specifically incorporated as part of this Agreement.

	<p><b>City of Glendale</b>  <b>Materials Management</b>  <b>Solicitation Number: RFP 16-45</b>  <b>EMPLOYEE BENEFITS CONSULTING SERVICES</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>
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**3.0 SCOPE OF WORK**

**3.1 THE SELECTED CONSULTANT SHALL PROVIDE THE FOLLOWING SERVICES:**

- Innovative plan design strategy and analysis
- Cost modeling
- Financial monitoring and budgeting
- Employee contribution strategies
- Utilization data analysis
- Wellness strategies
- Guidance regarding the Patient Protection and Affordable Care Act
- Guidance on other issues related to benefits management
- Requests for Proposal for benefit providers as needed

- 3.1.1** Meet with city staff as reasonably requested. Provide research and prompt response to benefits questions from the Benefits Division.
- 3.1.2** Provide training and educational presentations on benefits-related matters to City staff on requested topics (approx. 2 per year).
- 3.1.3** In a timely manner, provide recommendations on benefits related issues, such as compliance with the Patient Protection and Affordable Care Act.
- 3.1.4** Respond to City Benefits Division communications the same business day in general; if not practicable, response should be within twenty-four hours
- 3.1.5** Key personnel available between 8:00 a.m. and 5:00 p.m. Mountain Standard Time.
- 3.1.6** Meet or exceed the City's time expectations and renewal calendar
- 3.1.7** Perform any additional work not specifically enumerated here related to accomplishing the Scope of Work
- 3.1.8** Keeps City advised on current laws, court decisions and regulations applicable to benefits management
- 3.1.9** Provides monthly reports on progress of work, including consultant staff hours, status on all deliverables with highlights of work completed, critical issues, problems or potential problems and recommended solutions.
- 3.1.10** If other services are included in your fee for this section of the Scope of Work, please state them in the Method of Approach section of your proposal. Indicate that the services are provided in addition to the requested scope of work.


**3.2 PERFORMANCE INTERFERENCE**

Contractor shall notify the 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: Vicki Moss, Benefits Administrator, Phone: 623-930-2297.

**3.3 CONTRACTOR'S PERFORMANCE**

Contractor shall use those efforts which a skilled, competent, experienced, and prudent person or organization would use to perform and complete the requirements of this Contract in a timely and professional manner conforming to the standards and quality generally recognized and accepted within the profession throughout the United States. Contractor shall furnish all necessary labor, tools, equipment, and supplies to perform the required services.

The City's authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the Contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City shall notify the Contractor.

	<p><b>City of Glendale</b>  <b>Materials Management</b>  <b>Solicitation Number: RFP 16-45</b>  <b>EMPLOYEE BENEFITS CONSULTING SERVICES</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>
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The Contractor will have ten (10) days from that time to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified above, the City shall have the immediate right to complete the work to its satisfaction and shall deduct the cost to cover from any balances due or to become due the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the Contract for default.

**3.4 ACCOUNT STAFFING**

The Contractor agrees to assign experienced personnel to provide for successful and timely accomplishment of the Scope of Work. Changes in personnel assigned to perform services under this Contract are subject to approval by the City. The City reserves the right at any time and for any reason during the Contract to reject any Contractor staff from performing services on behalf of the City.

**3.5 TIME IS OF THE ESSENCE**

The parties agree that time is of the essence in the performance of the Scope of Work.




**City of Glendale  
Materials Management  
Solicitation Number: RFP 16-45  
EMPLOYEE BENEFITS CONSULTING SERVICES**

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

**6.0 OFFER SHEET**

**6.1 OFFER** Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

 _____ Authorized Signature	_____ Hays Group dba Hays Companies Company's Legal Name
_____ Sloan Christensen Printed Name	_____ 3200 East Camelback Road, Suite 129 Address
_____ Vice President Title	_____ Phoenix, Arizona 85018 City, State & Zip Code
_____ 602-977-3820 Telephone Number	_____ 602-977-3801 FAX Number
_____ schristensen@hayscompanies.com Authorized Signature Email Address	_____ May 24, 2016 Date

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

_____ <b>Contact Name</b>	_____ <b>Phone Number</b>	_____ <b>Fax Number</b>
_____ schristensen@hayscompanies.com Email Address		

FEDERAL TAXPAYER ID NUMBER: \_\_\_\_\_ 41-1784898 \_\_\_\_\_

Arizona Sales Tax No. \_\_\_\_\_ Tax Rate \_\_\_\_\_

Offeror certifies it is a: Proprietorship \_\_\_ Partnership \_\_\_ Corporation x

Minority or woman owned business: Yes \_\_\_ No x



**EXHIBIT B**  
**EMPLOYEE BENEFITS CONSULTING SERVICES**  
**RFP 16-45**  
**COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

The method of payment is provided in Section 5 Billings and Payment of the Agreement. The amount of compensation for employee benefits consulting services rendered, is provided in the City of Glendale Best and Final Offer (BAFO) for RFP 16-45, which is attached to Exhibit A.

**NOT-TO-EXCEED AMOUNT**

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed \$302,500.00 for the entire potential five (5) year Term of this Agreement. Annual compensation may only be increased if a renewal term options is exercised and the price is adjusted during that renewal period.

**DETAILED PROJECT COMPENSATION**

The Consultant shall submit invoices monthly detailing billing for the preceding month. Payment will be reviewed and approved by the contract administrator or his/her designee. The itemized fees shall not exceed the annual fee of \$57,500.00 as contained in the attached BAFO, unless the parties agree to a price adjustment as provided in Section 14 (Term) herein.



GLEND~~A~~LE

**SOLICITATION NUMBER:** RFP 16-45

**DESCRIPTION:** EMPLOYEE BENEFITS CONSULTING SERVICES

**DUE DATE AND TIME:** AUGUST 16, 2016 @ 11:00 A.M. (Local Time)

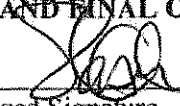
**Best and Final Offers may be submitted in a sealed envelope with the Solicitation Number, Description and the Due Date clearly labeled, as cited above. Also included shall be the Offeror's name and address clearly indicated on the envelope. For the purposes of this solicitation, Best and Final Offers may be submitted via EMAIL in a pdf (ADOBE) format. Please label the file as "RFP 16-45 - 'Name of Offeror' - BAFO Employee Benefits Consulting Services.**

Please submit your response to: **Crista Clevenger at CClevenger@Glendaleaz.com**

Best and Final Offers must be in the actual possession of Materials Management on or prior to the time and date, and at the location indicated. Materials Management is located on the third (3<sup>rd</sup>) floor of the Glendale Municipal Office Complex (City Hall), 5850 West Glendale Avenue, Suite 317, Glendale, Arizona, 85301.

Best and Final Offers are accepted at the Engineering Department's front counter between the hours of 8:00 AM and 5:00 PM, Monday through Friday unless otherwise indicated for a Holiday. The Best and Final Offer submittals will be time stamped at the Engineering Department's front counter.

**BEST AND FINAL OFFEROR INFORMATION:**

 _____	<u>Hays Companies</u> _____
Authorized Signature	Company's Legal Name
<u>Sloan Christensen</u> _____	<u>3200 E. Camelback Rd, Suite 129</u> _____
Printed Name	Address
<u>Vice President</u> _____	<u>Phoenix, Arizona 85018</u> _____
Title	City, State & Zip Code
<u>602-977-3820</u> _____	<u>602-977-3801</u> _____
Telephone Number	FAX Number
<u>8/15/16</u> _____	<u>Schristensen@hayscompanies.com</u> _____
Date	E-mail Address

August 10, 2016

**BEST AND FINAL OFFER (BAFO)**

The City of Glendale evaluation committee has evaluated your proposal in response to **RFP 16-45 Employee Benefits Consulting Services**. This is to inform you that after a preliminary evaluation of your proposal, we have selected your company as one of the Offeror's to proceed to the "Best and Final Offer" phase of the evaluation process.

The City of Glendale ("City") is asking that Offeror's provide (no later than the due date and time indicated) a response to the following request. The BAFO will be evaluated as an adjustment to the Offeror's scores on their original proposal response. If an Offeror does not submit a Best and Final Offer, its previous offer will be considered as its Best and Final Offer.

**BAFO - ANNUAL FEE**                      \$ 57,500

We look forward to receiving your response by the time and date indicated on the previous page. Please notify me should you have any questions. Discussions with other City of Glendale staff regarding this solicitation are prohibited.

Regards,

*Crista Clevenger*

Crista Clevenger, Contract Analyst  
[CClevenger@Glendaleaz.com](mailto:CClevenger@Glendaleaz.com)  
Materials Management  
City of Glendale  
623-930-2865



## Legislation Description

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**File #: 16-501, Version: 1**

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**AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH ABACUS SERVICE CORPORATION FOR TECHNICAL RECRUITING AND STAFFING SERVICES**

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

**Purpose and Recommended Action**

This is a request for City Council to approve and direct the City Manager to enter into an agreement with Abacus Service Corporation for Technical Recruiting and Staffing Services for one (1) year and authorizing the City Manager the option to extend the term of this agreement four (4) additional years in one (1) year increments.

**Background**

Over the past several years the city has successfully utilized a technical recruiting and staffing firm to assist us in recruiting for highly technical and specialized positions. As our technology needs to grow and change, it is in the best interest of the City to have several firms on contract that can compete for the City's business on an as needed basis. Therefore, the Human Resources & Risk Management Department in conjunction with the Innovation & Technology Department has solicited proposals from staffing firms to provide technical recruiting and staffing services. The goal is to have a group of qualified firms that specialize in technical recruiting and staffing that are capable of providing a selection of candidates who are qualified in a variety of information technology positions and also have the ability to provide temporary technology staff on an as-needed basis. In May 2016, we began the RFP process. An evaluation committee comprised of employees from Human Resources & Risk Management and Innovation & Technology reviewed the proposals for technical recruiting and staffing services. Abacus Service Corporation was ultimately selected as one of six vendors that best matched the needs of the city.

**Analysis**

Information Technology positions can be very difficult to fill due to a shortage of qualified individuals in the market and the technical skills and certifications required. Many times the positions remain vacant for month's which makes it difficult for the Innovation & Technology department to provide services to the organization. Over the past few years, the city has utilized the services of a technical recruiting and staffing firm to fill a variety of difficult regular status technology positions such as Systems Analyst, Systems Administrator, Database Administrator and Network Engineer.

We utilize these recruiting and staffing firms to assist us in the recruiting process by helping to source viable candidates when we are having difficulty sourcing qualified candidates through our normal recruitment process.

The Innovation & Technology department also occasionally needs to source highly qualified temporary technical assistance in the areas of PeopleSoft, Police Department systems, sales tax and Water Services systems. These firms are invaluable in providing qualified technical temporary assistance and they have the ability to test and confirm these skills as well.

**Community Benefit/Public Involvement**

The ability to recruit a highly skilled and qualified workforce insures quality services for the betterment of our community.

**Budget and Financial Impacts**

The fee for utilizing a recruiting firm is only paid if we select a candidate that was provided through the recruiting firm and will be 16% of the candidate’s annual salary upon hire with the city. The hourly rate the city pays for technical temporary staffing is outlined in Exhibit B of this agreement. The hourly rate varies by job function and skill level. Due to these services only being required on an as-needed basis, we have estimated the annual cost of these services to be \$60,000 per year but will not exceed \$300,000 for the entire term of this agreement.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$60,000</b>	<b>2591-18402-518200, Professional &amp; Contractual</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**AGREEMENT FOR  
TECHNICAL RECRUITING & STAFFING  
City of Glendale Solicitation No. RFP 16-42**

This Agreement for Technical Recruiting & Staffing Services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Abacus Service Corporation, a Michigan corporation, authorized to do business in Arizona, (the "Contractor"), as of the \_\_\_\_ day of \_\_\_\_\_, 2016.

**RECITALS**

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. RFP 16-42 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

**AGREEMENT**

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

**1. Key Personnel; Sub-contractors.**

- 1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.
- 1.2 Project Team.
  - a. Project Manager.
    - (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
    - (2) The City must approve the designated Project Manager; and
    - (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.
  - b. Project Team.
    - (1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
    - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.
  - c. Discharge, Reassign, Replacement.
    - (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

- (2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.
- (3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

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

2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

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

3.2 Licensing. Contractor warrants that:

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

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

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

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
  - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
  - (2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
  - (1) City may reuse the Work Product at its sole discretion.
  - (2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
  - (3) In such case, City shall also remove any seal and title block from the Work Product.

**4. Compensation for the Project.**

- 4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$300,000 for 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. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Contractor warrant their compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

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

11. **Notices.**

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

- a. The Notice is in writing; and
- b. Delivered in person or by 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.

11.2 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:

Abacus Service Corporation  
c/o April Szlaga  
35055 West Twelve Mile, Suite 215  
Farmington Hills, MI 48331  
248-522-8005  
april@abacusservice.com

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

City of Glendale  
c/o Connie Schneider  
5850 W Glendale Avenue, Suite 317  
Glendale, Arizona 85301  
623-930-2868

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.

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

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

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

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. 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.

13.2 Interpretation.

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

- 13.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.
- 13.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.
- 13.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 13.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.
- 13.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.
14. **Term**. The term of this Agreement commences upon the effective date and continues for a one (1)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four (4) years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and any such price adjustment will be a determining factor for any renewal. There are no automatic renewals of this Agreement.
15. **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.
16. **Exhibits**. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.
- |           |                    |
|-----------|--------------------|
| Exhibit A | Project            |
| Exhibit B | Compensation       |
| 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: Kevin R. Phelps  
Its: City Manager

ATTEST:

\_\_\_\_\_  
Julie K. Bower  
City Clerk (SEAL)

APPROVED AS TO FORM:

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


Abacus Service Corporation,  
a Michigan corporation

*April Selaga*  
\_\_\_\_\_  
By: *April Selaga*  
Its: *Operations Director*

**EXHIBIT A**  
**TECHNICAL RECRUITING & STAFFING**  
**PROJECT**

Abacus shall provide technical recruiting and staffing services as described on the attached Exhibit A.



 <p>City of Glendale Materials Management Solicitation Number: RFP 16-42 TECHNICAL RECRUITING &amp; STAFFING</p>	<p>City of Glendale Materials Management Solicitation Number: RFP 16-42 TECHNICAL RECRUITING &amp; STAFFING</p>	<p>CITY OF GLENDALE Materials Management Solicitation Number: RFP 16-42 TECHNICAL RECRUITING &amp; STAFFING</p>
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## 1.0 SPECIFICATIONS

### 1.1 INTRODUCTION

The City of Glendale (City) is soliciting Requests for Proposals from qualified firms or individuals (Recruiter/Contractor) to provide technical recruiting and staffing services as described within this solicitation. The goal of the City is to have a group of qualified firms that specialize in technical recruiting and staffing. All shall be capable of providing a selection of candidates who are qualified in a variety of information technology positions on an as-needed basis.

The Information Technology (IT) group supports over 1900 users and 29 locations across the City. IT is responsible for providing Service Desk, telecommunications, application, server, and network support.

### 1.2 SCOPE OF SERVICES


#### 1.2.1 MINIMUM QUALIFICATIONS/REQUIREMENTS: Recruiter shall:

- 1.2.1.1 Specialize in information technology staffing services including temporary placements;
- 1.2.1.2 Use proven testing and screening procedures to validate candidates' technical competency;
- 1.2.1.3 Conduct criminal background checks and conduct behavioral screening to validate candidates' suitability for employment;
- 1.2.1.4 Perform reference checks in advance;
- 1.2.1.5 Be able to obtain and/or retain a sufficient pool of qualified IT candidates to meet the City's needs;
- 1.2.1.6 Provide the City with a single point of contact for the management of services stated herein;
- 1.2.1.7 Ensure qualified candidates will follow the City's technical policies and procedures including change control and system documentation requirements; and,
- 1.2.1.8 Provide a placement guarantee for all candidates recruited.

#### 1.2.2 RECRUITMENT REQUIREMENTS:

Occasionally, the City may need assistance in the recruitment for technical positions. The City may request recruitment services from multiple recruiters for the same position. A sampling of the highly sought after positions that may be required by the City include but are not limited to the following:

- Systems Analyst
- Systems Administrator
- Network Engineer

 <p>CI ENDALE</p>	<p style="text-align: center;"><b>City of Glendale</b>  <b>Materials Management</b>  <b>Solicitation Number: RFP 16-42</b>  <b>TECHNICAL RECRUITING &amp; STAFFING</b></p>	<p style="text-align: center;">CITY OF GLENDALE  Materials Management  5500 West Glendale  Avenue, Suite 17  Glendale, CA 91201-2511</p>
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- Database Administrator
- Network Engineer (SCADA experienced)
- Control System Engineer


1.2.2.1 Hiring Process - While the City may make changes to this process, the typical hiring process is as follows:

1.2.2.1.1 Identifying Candidates

- a) City will provide the recruiters with the job description of the position being recruited for which includes minimum qualifications, special requirements, and certifications required;
- b) Candidates must meet the minimum qualifications of the position in order to be considered;
- c) Recruiter shall provide the City with list of qualified candidates;
- d) Recruiter shall conduct recruitment;
- e) City will review resumes from recruiters;
- f) City will identify candidate(s) from Recruiter's list of qualified candidates to interview;
- g) City will conduct phone interview with identified candidates
- h) City will conduct in-person/Skype interviews with candidate(s) from phone interview(s) that the city determines are most qualified;
- i) At times, multiple interviews may be requested;

1.2.2.1.2 Upon Identification of Top Candidate:

- a) Recruiter shall conduct reference checks using the city's required Reference Check form, which is currently in paper format;
- b) Recruiter shall ensure the candidate completes the City's job application;
- c) Recruiter shall submit completed reference checks and completed application and resume to the Human Resource contact;
- d) The City's Human Resources Department will review the information and will contact the recruiter with a salary offer;
- e) If the candidate accepts position, a conditional offer letter will be prepared by Human Resources and a start date identified;
- f) All job offers are contingent upon successful completion of the City's own background check.

 <p>GLENDALE</p>	<p style="text-align: center;"><b>City of Glendale</b>  <b>Materials Management</b>  <b>Solicitation Number: RFP 16-42</b>  <b>TECHNICAL RECRUITING &amp; STAFFING</b></p>	<p style="text-align: right;">CITY OF GLENDALE  Materials Management  3300 West Glendale  Glendale, CA 91201  Phone: (818) 248-3000</p>
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### 1.2.3 SELECTED CANDIDATE:

#### 1.2.3.1 Recruitment Fees:


- a) The City shall not pay the direct hire recruitment fee until 30 days after the candidate's first day of work.
- b) City requires that the recruiters assist the City in identifying a new candidate at no cost if the original candidate is released from the City within 60 days of the first day of work.

#### 1.2.3.2 Temp-to-Hire:

- a) The City may at its option, hire temporary or temp-to-hire technical staff in the event of there being an immediate need to fill a position.
- b) Should the City convert a temp-to-hire candidate to a full time City employee, notice shall be provided to the Contractor 30 days prior to the conversion.

#### 1.2.3.3 Background Checks:

- a) Direct hire technical positions funded by the City's Police Department must complete an in depth background check.
- b) Once a direct hire candidate has been identified, he/she will be given a conditional job offer that is contingent upon the successful completion of the background check performed by the City;
- c) The direct hire candidate will complete a background packet, which will be submitted to the Police Department so the background check can be conducted.
- d) A polygraph test may or may not be required and the determination will be made by the Glendale Police Department.
- e) Upon successful completion of the background check, a start date for the candidate will be identified.
- f) Temporary staff shall have undergone a background check conducted by the Recruiter including E-Verify.
- g) The City reserves the right to conduct a fingerprint background check for all new direct hires and for temporary placements if deemed necessary.

 <p>GLENDALE</p>	<p>City of Glendale Materials Management Solicitation Number: RFP 16-42 TECHNICAL RECRUITING &amp; STAFFING</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 117 Glendale, Arizona 85301</p>
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## 2. SPECIAL INSTRUCTIONS

### 2.1 PRE-OFFER CONFERENCE

2.1.1 A Pre-Offer Conference will be held on April 21, 2016 2:00 P.M. Arizona Time, located at 5850 W. Glendale Avenue, Room 3A. Attendance is not required. Copies of the Request for Proposal (RFP) will NOT be available.

2.1.2 The purpose of the conference will be to clarify the contents of the solicitation in order to prevent any misunderstanding of the City of Glendale's position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to the City at the conference. The City will determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation.

2.2 RETURN OF OFFER The Offeror shall submit three (3) hardcopies marked as "Copies". The offeror shall submit a complete proposal on a CD or flash drive as one file folder. The folder shall be identified as "RFP 16-xx - 'Original - Name of Offeror.'" (For example: RFP 16-xx - Original - ABC Company.)


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

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

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

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

- 2.3.1 COVER SHEET
- 2.3.2 OFFER SHEET, Section 5.0
- 2.3.3 PRICE SHEET, Section 6

 <b>CITY OF GLENDALE</b>	<p align="center"> <b>City of Glendale</b>  <b>Materials Management</b>  <b>Solicitation Number: RFP 16-42</b>  <b>TECHNICAL RECRUITING &amp; STAFFING</b> </p>	<p align="center"> <b>CITY OF GLENDALE</b>  Materials Management  5850 West Glendale  Avenue, Suite 317  Glendale, Arizona 81001 </p>
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2.3.4 **ADDENDUM**, Return all addenda (if applicable).

2.3.5 **SUBMISSION REQUIREMENTS**, Section 2.4 (written narrative)

## 2.4 SUBMISSION REQUIREMENTS

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

### 2.4.1 EXPERIENCE AND QUALIFICATIONS

2.4.1.1 Offeror's proposal should include:

- Company profile that details company history;
- Organization chart;
- Business locations; and
- Number of years in business.

2.4.1.2 Offeror shall provide names and years' of experience of key personnel;


2.4.1.3 Offeror shall provide a description of the firms size and organizational structure that includes number of years' experience in the IT Staffing and Recruiting business, areas of expertise, and special achievements;

2.4.1.4 Offeror shall provide details of recruitments undertaken that are of similar nature based on the City's Specifications;

2.4.1.5 Offeror shall describe training in technology provided to their temporary candidate pool;

### 2.4.2 METHOD OF APPROACH

2.4.2.1 Offeror shall clearly provide their written understanding of the City's requirements, specifications, meeting the terms and conditions of the RFP and matching the proposed methods to accomplish the needs of the City;

 <p>GLendale</p>	<p align="center"> <b>City of Glendale</b>  <b>Materials Management</b>  <b>Solicitation Number: RFP 16-42</b>  <b>TECHNICAL RECRUITING &amp; STAFFING</b> </p>	<p align="center"> <small>           CITY OF GLENDALE            Materials Management            8550 West Glendale            Avenue, Suite 100            Glendale, Arizona 91201         </small> </p>
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- 2.4.2.2 Offeror's shall provide a communication plan between key personnel and the City of Glendale;
- 2.4.2.3 Offeror shall describe method and approach for recruiting technical talent;
- 2.4.2.4 Offeror shall describe how a candidate's technical skills are identified, assessed, and validated;
- 2.4.2.5 Offeror shall describe types of testing conducted and screening processes used, prior to selecting a candidate in their temporary staff pool;
- 2.4.2.6 Offeror shall describe their method of approach to tracking temporary staff attendance;
- 2.4.2.7 Offeror shall describe the communication process used to notify the City of an assigned temporary staff's absence;

#### **2.4.3 CAPACITY OF OFFEROR - KNOWLEDGE OF PHOENIX MARKET**


- 2.4.3.1 Offeror shall provide three (3) recent (within the last 3 years) client/customer references from organizations of similar size and scope to the City for the services described herein. Include:
  - 2.4.3.1.1 Name of Organization;
  - 2.4.3.1.2 Contact Name and Title
  - 2.4.3.1.3 Service dates;
  - 2.4.3.1.4 Number of temporary positions filled;
  - 2.4.3.1.5 Number of recruitments conducted and positions filled;
- 2.4.3.2 Offeror shall describe their knowledge of the Phoenix market;
- 2.4.3.3 Offeror shall describe their turnover rate of temporary assignment employees and retention rate for recruitments;

#### **2.4.4 PLACEMENT GUARANTEE**

- 2.4.4.1 Offeror shall describe their placement guarantee;
- 2.4.4.2 Offeror shall describe their process to address a situation where the City is not satisfied with the temporary staff placed;
- 2.4.4.3 Offeror shall describe their process and replacement policy to address a situation where a temporary staff position leaves prior to the end of the assignment;

#### **2.4.5 PRICING STRUCTURE**

- 2.4.5.1 Offeror's shall bid in accordance with the pricing structure as outlined in Section 5. While cost is a significant factor in the determination of award, it is not the only factor. The award will not be based on price alone, nor will it be based solely upon the lowest fees submitted.

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

- Experience and Qualifications – 20%
- Method of Approach – 20%
- Capacity of Offeror - Knowledge of Phoenix market – 20%
- Placement guarantee – 15%
- Costs – 25%


**2.6 TYPE OF AWARD** The City reserves the right to make multiple awards or to award by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one bidder is not in the City's best interest, "all or none" Bids shall be rejected.

**2.7 ALTERNATE OFFERS/EXCEPTIONS** Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Offeror shall clearly and specifically detail all exceptions to the exact requirements imposed by this solicitation. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the Offer. If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.

**2.8 SITE INSPECTION** Offeror shall visit the site(s) to become familiar with any conditions which may affect the performance and pricing. Submission of an Offer will be prima facie evidence that the Offeror did, in fact, make a site inspection and is aware of all conditions.


**2.9 INQUIRIES** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An Offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, no later than five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

**2.10 EVALUATION PANEL** Offeror submittals will be evaluated by an evaluation panel. Award shall be made to the responsive, responsible Offeror whose proposal is determined to be the most advantageous to the City.

 <b>GLENDALF</b>	<b>City of Glendale  Materials Management  Solicitation Number: RFP 16-42  TECHNICAL RECRUITING &amp; STAFFING</b>	<b>CITY OF GLENDALE  Materials Management  350 West Glendale  Avenue, Suite 417  Glendale, California 91201</b>
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- 2.11 PANEL CONTACT** Offerors shall have no exclusive meetings, conversations or communications with an individual evaluation panel member on any aspect of the RFP, after submittal.
- 2.12 INTERVIEWS** The City reserves the right to conduct interviews with some or all of the Offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the Offeror for the costs associated with the interview process.
- 2.13 ADDITIONAL INVESTIGATIONS** The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Offeror submitting a proposal.
- 2.14 DISCUSSIONS AND REVISIONS TO PROPOSAL** Discussions may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award; and may obtain pertinent information for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Should the City elect to call for 'best and final' offers, Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such discussions shall be to:
- 2.14.1 Determine in greater detail such Offeror's qualifications, and
  - 2.14.2 Explore with the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;
  - 2.14.3 Determining that the Offeror will make available the necessary personnel and facilities to perform within the required time;
  - 2.14.4 Agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.
- 2.15 BEST AND FINAL OFFERS** The City may request best and final offers if deemed necessary, and will determine the scope and subject of any best and final request.
- 2.16 PROPOSAL EVALUATION** The City reserves the right to secure additional information from the Offeror in various forms and or to award based on submitted information.



	<p style="text-align: center;">City of Glendale Materials Management Solicitation Number: RFP 16-42 <b>TECHNICAL RECRUITING &amp; STAFFING</b></p>	<p style="text-align: center;">CITY OF GLENDALE Materials Management 850 West Glendale Avenue, Suite 117 Glendale, Arizona 81201</p>
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- 2.17 NOTICE OF INTENT TO AWARD AND PROTEST PERIOD** Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City's 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 offers received. If you have any questions, or would like further information about an intended award, contact the contract analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet. 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.
- 2.18 WITHDRAWAL OF PROPOSAL** At any time prior to the specified solicitation due date and time, an Offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.
- 2.19 OFFER ERRORS OMISSIONS AND CORRECTIONS** The City will not be responsible for any offeror errors or omissions. All prices and notations shall be written in ink or typed. Changes or corrections made on the offer form must be initialed in ink by the individual signing the offer. No corrections will be permitted after the offers have been opened.
- 2.20 COMPETITIVE NEGOTIATIONS** Exclusive or concurrent negotiations may be conducted with responsible Offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful Offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified offeror(s).
- 2.21 NO CONTACT, NO INFLUENCE DURING THE RFP PROCESS** The City is conducting a competitive RFP process for the contract, free from improper influence or lobbying. There shall be no contact concerning this RFP from Offerors submitting a Proposal with any member of the City Council, RFP Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Offeror, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the RFP process.

From the time the RFP is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Black-Out Period"), Offerors, directly


	<b>City of Glendale</b> <b>Materials Management</b> <b>Solicitation Number: RFP 16-42</b> <b>TECHNICAL RECRUITING &amp; STAFFING</b>	CITY OF GLENDALE Materials Management 8830 W. of Glendale Avenida Suite 207 Glendale, CA 91201-8807
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or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this RFP. This provision shall not prohibit an Offeror from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

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


- 2.22 PROPRIETARY INFORMATION** An Offeror shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Offeror shall not mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.

Offeror's acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority, the City will provide Offeror with prompt written notice so that Offeror may seek a protective order or other appropriate remedy. The Offeror, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror in the event that the City must legally disclose the Proprietary Information.

 <p>CIENDALE</p>	<p>City of Glendale Materials Management Solicitation Number: RFP 16-42 TECHNICAL RECRUITING &amp; STAFFING</p>	<p>CITY OF GLENDALE Materials Management 2525 West Colorado Avenue, Suite 311 Glendale, Arizona, 85141</p>
---	---	--

### 3.0 SPECIAL TERMS AND CONDITIONS

- 3.1 TERM OF AGREEMENT** The initial term of the contract shall be one (1) year upon approval by the City Council.
- 3.2 OPTION TO EXTEND** The City may, at its option and with the approval of the Contractor, extend the term of this agreement four (4) additional years in one (1) year increments based on satisfactory Contractor performance. Contractor shall be notified in writing by the City 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.
- 3.3 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.
- 3.4 INCORPORATION BY REFERENCE** All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments or exhibits. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City's 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.
- 3.5 INSURANCE** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.
- 3.5.1 MINIMUM SCOPE AND LIMIT OF INSURANCE**  
Coverage shall be at least as broad as:
- 3.5.1.1 Commercial General Liability (CGL):** Insurance covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 3.5.1.2 Automobile Liability:** Insurance covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 3) and non-owned autos (Code

 <p>Glendale</p>	<p align="center"><b>City of Glendale Materials Management Solicitation Number: RFP 16-42 TECHNICAL RECRUITING &amp; STAFFING</b></p>	<p align="right">CITY OF GLENDALE Materials Management 8550 West Glendale Avenue, Suite 201 Glendale, Arizona 81011</p>
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9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

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

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

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

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


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

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

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

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

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

	<b>City of Glendale</b> <b>Materials Management</b> <b>Solicitation Number: RFP 16-42</b> <b>TECHNICAL RECRUITING &amp; STAFFING</b>	CITY OF GLENDALE Materials Management 5850 West Glendale Glendale, CA 91201 Telephone: (818) 248-5500
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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.

**3.6 INDEMNIFICATION CLAUSE:**


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

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

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


For purposes of this provision, the following definitions apply:

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

	<b>City of Glendale</b> <b>Materials Management</b> <b>Solicitation Number: RFP 16-42</b> <b>TECHNICAL RECRUITING &amp; STAFFING</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>6550 West Glendale</b> <b>Glendale, AZ 85142-3177</b> <b>Contract # 16-0002-SAVE</b>
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"Relative" means the spouse, child, child's child, parent, grandparent, brother or sister of the whole or half blood and their spouses and the parent, brother, sister or child of a spouse.

- 3.8 ESTIMATED QUANTITIES** The Quantities listed are the City's best estimate and do not obligate the City to order or accept more than City's actual requirements during the period of this agreement as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirements for the contract period, except that the estimated quantity shown for each proposal item shall not be exceeded by 100% without the express written approval of the Materials Manager. Any demand or order made by any employee or officer of the City, other than the Materials Manager, for quantities in the excess of the estimated quantities shall be void if the written approval of the Materials Manager was not received prior to the Contractor's performance.
- 3.9 COOPERATIVE USE OF CONTRACT** This agreement may be extended for use by other governmental agencies and political subdivisions of the State, including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link: <http://www.maricopa.gov/Materials/save.aspx>.
- 3.10 PUBLIC RECORD** Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All proposals submitted in response to the Solicitation shall become the property of the City and, subsequent to award recommendation, become a matter of public record available for review pursuant to Arizona Public Records Law.
- If a Contractor believes that a specific section of its Proposal response is confidential, that should be withheld from the public record, Contractor shall isolate the pages and mark each page confidential in a specific and clearly labeled section of its Proposal response. The Contractor shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed. The City 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. Price is not confidential and will not be withheld.
- 3.11 PERMITS AND LICENSES** The Contractor and Subcontractors shall be responsible for determining and securing, at his/her expense, any and all licenses and

	<b>City of Glendale</b> <b>Materials Management</b> <b>Solicitation Number: RFP 16-42</b> <b>TECHNICAL RECRUITING &amp; STAFFING</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5550 West Glendale</b> <b>Avenue, Suite 117</b> <b>Glendale, Arizona 85143</b>
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permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing operations and maintenance of the facility. Such fees shall be included in and are part of the total proposal cost. During the term of the contract, the Contractor shall notify the City in writing, within two (2) working days, of any suspension, revocation or renewal.


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

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

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

For this purpose, a primary and secondary emergency contact name and phone number are required from the Contractor. It is critical to the City that the contractor's emergency contact information remains current. The 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. In general, the order will be placed using a City Procurement Card. The billing is to include the emergency opening fee, if applicable.

	<p style="text-align: center;"><b>City of Glendale</b>  <b>Materials Management</b>  <b>Solicitation Number: RFP 16-42</b>  <b>TECHNICAL RECRUITING &amp; STAFFING</b></p>	<p style="text-align: center;">CITY OF GLENDALE  Materials Management  5850 West Glendale  Van Nuys, South 517  Glendale, California 91208</p>
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**3.14 ADDITIONS OF PRODUCTS OR SERVICES** The City reserves the right to add additional products or services to this contract when deemed necessary by the City. If this occurs, the Contractor will be requested to submit a negotiable quotation for the additions. Upon approval and authorization by the Materials Manager such additions will be added to and become a part of the contract through properly executed forms.

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





EXHIBIT A



**Response to City of Glendale Materials Management**

**Event Title: RFP 16-42 Technical Recruiting & Staffing Response**

**PROPOSAL RESPONSE**

**SUBMITTED TO:**

**CITY OF GLENDALE (MATERIALS  
MANAGEMENT)  
5850 WEST GLENDALE AVENUE, SUITE 317  
GLENDALE, ARIZONA 85301**

**PH: (623) 930-2868**

**EMAIL: CSCHNEIDER@GLENDALEAZ.COM**

**PROPOSAL RESPONSE**

**PREPARED & SUBMITTED BY**

**ABACUS SERVICE CORPORATION  
35055 WEST TWELVE MILE SUITE 215  
FARMINGTON HILLS, MI 48331  
EIN NUMBER: 20- 2060203**

**CONTACT PERSON: APRIL SZLAGA**

**EMAIL: APRIL@ABACUSSERVICE.COM**

**PH: (248) 522-8005**

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## SECTION 2.3.1 COVER SHEET

May 03, 2016

**City of Glendale**  
**Materials Management**  
**5850 West Glendale Avenue, Suite 317**  
**Glendale, Arizona 85301**

**Subject: Response to RFP 16-42 City of Glendale for Technical Recruiting & Staffing Contract**

Abacus Service Corporation (Abacus) is pleased to submit the response to City of Glendale to provide Technical recruitment & Staffing Services.

Abacus is headquartered in Farmington Hills, MI and was incorporated in year 2004 is a small business enterprise that is MBE, WBE and 8(A) Certified nationally. We are specialized in providing technical recruitment and staffing solution to government and commercial sector clients. our experience in providing various staffing models such as Temporary, Temp to Hire, Contract and Permanent staffing gives flexibility to serve our client with best suitable model for their business.

We have licenses to conduct business in every state in America. We currently have over 350 contract employees located in 37 states and work with over 50 clients in various industries. We have recruited and staffed various labor categories such as; **Systems Analyst, Systems Administrator, Network Engineer, Database Administrator, Control System Engineer, Application Developer, Computer and Information Systems Manager** etc.

The enclosed response is in strict compliance with the RFP specifications and valid up to 120 days from the date of bidding. It provides detailed information of our capabilities and experience in providing technical recruiting and staffing services to City of Glendale.

The Undersigned, April Szlaga, is authorized to meet all commitments presented in the proposal and will be the contact person for clarifying proposal content and approving any agreement in the scope of this RFP.

Sincerely,



Name: April Szlaga


Title: Operations Director

Telephone No: (248) 522-8005

Email Id: [april@abacusservice.com](mailto:april@abacusservice.com)




SECTION 2.3.2 OFFER SHEET (SECTION 4.0)

 <b>GLENDALÉ</b>	<b>City of Glendale</b> <b>Materials Management</b> <b>Solicitation Number: RFP 16-42</b> <b>TECHNICAL RECRUITING &amp; STAFFING</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>
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4.0 OFFER SHEET

4.1 OFFER Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

 Authorized Signature April Szlaga	Abacus Service Corporation Company's Legal Name 35055 West Twelve Mile, Suite 215
Printed Name Address Operations Director	Farmington Hills, MI 48331
Title (248) 522-8005	City, State & Zip Code (248) 479-0811
Telephone Number april@abacusservice.com	FAX Number 05-02-2016
Authorized Signature Email Address	Date

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

Contact Name	Phone Number	Fax Number
Email Address april@abacusservice.com		

FEDERAL TAXPAYER ID NUMBER: 20-2060303

Arizona Sales Tax No. \_\_\_\_\_ Tax Rate \_\_\_\_\_

Offeror certifies it is a: Proprietorship \_\_\_ Partnership \_\_\_ Corporation  X

Minority or woman owned business: Yes  X No \_\_\_\_\_

SECTION 2.3.4 ADDENDUM

	<b>SOLICITATION ADDENDUM</b>		<b>CITY OF GLENDALE</b> Materials Management 5850 W. Glendale Avenue Suite 317 Glendale, AZ 85301 Phone: (623) 939-2833
	Solicitation Number: RFP 16-42	Addendum #1 Page 1 of 2	
Solicitation Due Date: May 3, 2016		2:00 p.m. (Local Time)	

**RFP 16-42 Technical Recruiting & Staffing**

As a result of the pre-offer conference conducted on April 21, 2016, the following revisions and clarifications have been made to Request for Proposals No. 16-42:

**ADD:**

1. In Section 1.2.2.1.1 Identifying Candidates:


j) The City will not sponsor H-1B Visa's.

**CLARIFICATION:**

1. Section 5.2 TEMPORARY TECHNICAL STAFF: Offerors may separate the Technical Job Description by years of experience for each position. The hourly rates and job description shall correlate to the position based on experience levels. EXAMPLE ONLY:

Technical Job Title	Technical Job Description	Able to provide candidate within (x) days of request	Candidate's Hourly Rate (A)	Contractor Markup charged to the City (B)	Total Hourly Rate Charged to the City (A x B)
Systems Analyst 1 - 3 years	Uses computers and related systems to design new IT solutions, modify, enhance or adapt existing systems and integrate new features or improvements, all with the aim of improving business efficiency and productivity.				
Systems Analyst 4 - 7 years	Uses computers and related systems to design new IT solutions, modify, enhance or adapt existing systems and integrate new features or improvements, all with the aim of improving business efficiency and productivity. Conducts cost analysis and agree the timeframe to implement the proposed solution. They specify and shape the system requirements and operations, the user interface and output and present the proposal to the client.				



 <b>GLEND:LE</b>	<b>SOLICITATION ADDENDUM</b>			<b>CITY OF GLENDALE</b> Municipal Management 8000 W. Glendale Avenue Suite 317 Glendale, AZ 85301 Phone: (623) 970-2888
	Solicitation Number: RFP 16-42	Addendum #1	Page 2 of 2	
	Solicitation Due Date: May 3, 2016		2:00 p.m. (Local Time)	

**CORRECTION:**

In Section 2.3 PREPARATION OF OFFER PACKAGE, the following invalid references are corrected:

- 2.3.2 OFFER SHEET, Section ~~4.0~~ 4.0
- 2.3.3 PRICE SHEET, Section ~~6~~ 5.0

Name of Company: Abacus Service Corporations

Address: 35055 West Twelve Mile, Suite 215, Farmington Hills, MI 48331

Authorized Signature: \_\_\_\_\_

Print Name and Title: April Szlaga ( Operations Director)

**SECTION 2.3.5 SUBMISSION REQUIREMENTS (SECTION 2.4)**

**SECTION 2.4.1 EXPERIENCE AND QUALIFICATIONS**

**SECTION 2.4.1.1 COMPANY PROFILE AND HISTORY; ORGANIZATION CHART; BUSINESS LOCATIONS; AND NUMBER OF YEARS IN BUSINESS.**

<b>Company Name</b>	Abacus Service Corporation
<b>No of Years in Business</b>	11+ years
<b>Ownership Type</b>	Corporation
<b>Incorporated</b>	October, 2004
<b>Name of General Partners</b>	Sirisha Akunuri, President – 55% Ownership Sam Akunuri, Vice President – 45% Ownership
<b>Authority of the organization</b>	Ms April Szlaga under the capacity of operations director of Abacus Service Corporation is authorized to meet all commitments presented in the proposal and will be the contact person for clarifying proposal content and approving any agreement in the scope of this RFP
<b>Head Office Address</b>	35055 West Twelve Mile, Suite 215 Farmington Hills, MI 48331 Ph.: (248) 522-8005 Fax: (248) 479-0811
<b>Business Locations United States Offices (5 Locations)</b>	1. 9100 South Dadeland Blvd, Suite 1500 Miami, FL 33156 2. 1135 Terminal Way, Suite 106 Reno, NV 89502 3. 310 SW 4th Avenue, Suite 804 Portland, OR 97204 4. 2033 Gateway Place, Suite 500 San Jose, CA 95110 5. 999 Riverview Drive, Suite 201 Totowa, NJ 07512
<b>Federal EIN or SSN</b>	20-2060203
<b>Contact Person</b>	April Szlaga
<b>Title</b>	Operations Director
<b>Telephone Number</b>	(248)522-8005
<b>Fax Number</b>	(248)479-0811

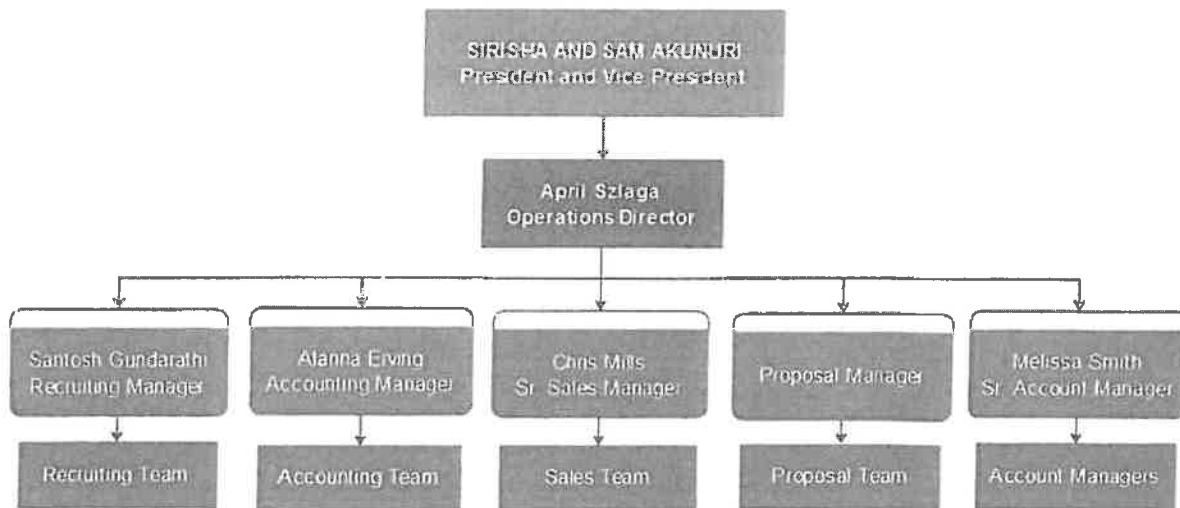


**BRIEF HISTORY OF THE ORGANIZATION**

Abacus is headquartered in Farmington Hills, MI and was incorporated in the year 2004 as a corporation. With over 11 years of technical recruitment and staffing expertise in the USA, Abacus has earned itself a reputation for providing professional talent with the skills and expertise our clients business need. Abacus is a small business enterprise that is MBE, WBE and 8(a) certified nationally and upholds our commitment to diversity by adhering to a philosophy of recruiting employees from diverse backgrounds. We provide recruitment and staffing solutions to a wide range of industries, sectors and markets, understanding that a specialized approach to recruiting ensures the placement of the most qualified and best candidates. We currently have over 350 contract employees located in 37 states and work with over 50 clients in various industries. Abacus brings a successful track record of managing its long term contracts (IDIQ) and contract vehicle with various Federal and state agencies that includes GSA Schedule 70, GSA Schedule 736 and Seaport-e.

**ABACUS ORGANIZATIONAL CHART**

The following diagram illustrates our organization chart and information about our key personnel who have extensive experience in account management, consulting, business processes, business development, staff augmentation, client interaction and all other contract related matters with our clients in the Government and Private sector and this team will be involved in providing services to City of Glendale



**INDUSTRY SECTOR EXPERIENCE**

In line with the RFP requirement for providing Technical recruitment and staffing services to support daily operations, we have experience providing Technical recruitment and staffing services to various government and commercial clients. Below are industries of our specialization, we had provided services in past:

- Information Technology
- Healthcare
- Retail
- E-commerce
- Education
- Public Work Department
- Housing Authority
- Defense and Aerospace
- Supply Chain
- Finance and Accounting

**DISCIPLINE**

Our diverse team has the experience to provide employment solutions for all forms of talent. Our Recruiters are thoroughly trained and are experts in the area of specialization asked in the solicitation, which include: services such as but not limited to:

- IT Support Services & Managed Services
- Application Development
- Integration & Migration services
- Database Development
- Data Management
- Project Management
- Website Management Services
- ERP services
- ERP services
- Website Management Services
- Infrastructure Support Services
- Implementation Support
- Helpdesk Support
- Network Support

#### SECTION 2.4.1.2 NAMES AND YEARS OF EXPERIENCE OF KEY PERSONNEL

##### Abacus Response:

S. No	Name	Title	Experience in Years
1	April Szlaga	Operations Director	17+
2	Brandon Ballentine-Muchicko	Account Manager	12+
3	Christopher Mills	Senior Business Development Manager	10+
4	Melissa Fregonara	Senior Account Manager	12+
5	Santosh Gundrathi	Recruitment Manager	10
6	Len Thacker	Back up Account Manager	10

#### SECTION 2.4.1.3 DESCRIPTION OF THE FIRM'S SIZE AND ORGANIZATIONAL STRUCTURE THAT INCLUDES NUMBER OF YEARS' EXPERIENCE IN THE IT STAFFING AND RECRUITING BUSINESS, AREAS OF EXPERTISE, AND SPECIAL ACHIEVEMENTS

##### Abacus Response:

Headquartered in Farmington Hills (MI), we are rapidly growing company and strategically located at 4 other locations to support our clients nationwide. Our offices operating from Reno (NV), Portland (OR), San Jose (CA), Totowa (NJ), Miami (FL). We currently have over 350 consultants to serve the requirement of approximately 50 clients in 37 states of America.

Abacus has crossed an annual revenue of \$ 25M during last financial year only from its staffing business.as a specialized technical recruiting and staffing company, our 70% of revenue comes from the IT staffing augmentation contracts. We have successfully recruited and staffed all below labor Categories:

- Systems Analyst
- Systems Administrator
- Network Engineer
- Database Administrator
- Network Engineer (SCADA Experienced)
- Control System Engineer
- Application Developer
- Application Support Analyst
- Applications Engineer
- Computer and Information Systems Manager



**Technical Response to RFP 16-42 for Technical Recruiting & Staffing**

- Computer Systems Manager
- Customer Support Administrator
- Customer Support Specialist
- Support Manager
- IT Support Specialist
- IT Systems Administrator
- Network Architect
- Network Engineer
- Network Systems Administrator
- Security Specialist
- Senior Applications Engineer
- Senior Database Administrator
- Senior Network Architect
- Senior Network Engineer
- Senior Network System Administrator
- Senior Programmer
- Senior Programmer Analyst
- Senior Security Specialist
- Senior Software Engineer
- Senior Support Specialist
- Senior System Administrator
- Senior System Analyst
- Software Architect
- Software Engineer
- Software Quality Assurance Analyst
- Support Specialist
- Systems Administrator
- Systems Analyst
- System Architect
- Systems Designer
- Systems Software Engineer
- Technical Operations Officer
- Technical Support Engineer
- Technical Support Specialist
- Technical Specialist
- Telecommunications Specialist
- Web Administrator
- Web Developer
- Webmaster

**SPECIAL ACHIEVEMENTS**

Abacus has been a trusted partner of NCR Corporation (NCR) for over five years. At NCR, Abacus is the largest supplier of personnel and has had great success in maintaining client and employee satisfaction. Abacus was added as a staffing supplier to Intel Corporation (Intel) in the summer of 2007. After the first semi-annual supplier ranking was issued, Abacus was ranked the # 2 supplier out of 22 suppliers, a group that included several Global Staffing Companies such as Kelly Services and Manpower. In a short time, Abacus became one of the top suppliers at Intel. We are currently ranked #1 based on the last performance ranking.

**SECTION 2.4.1.4 DETAILS OF RECRUITMENTS UNDERTAKEN THAT ARE OF SIMILAR NATURE BASED ON THE CITY'S SPECIFICATIONS**

**Abacus Response:**

Below are the clients of similar size and scope of City of Glendale

Abacus Client	Services
Virginia Housing Development Authority (VHDA), VA	Abacus won a contract with VHDA and is providing Information Technology, Project Management, and Human Resource Staff Augmentation Services.



*Technical Response to RFP 16-42 for Technical Recruiting & Staffing*

Abacus Client	Services
PASSHE	Abacus has been providing temporary staffing services for PASSHE in the area of IT Services. Responsibility in loading of data files and extracting and transforming data for use in reporting and presentation. Performing SQL related tasks.
City of Fort Worth	Abacus supports City of Fort Worth in the areas of IT Business Planner, Responsible for the functional support of PeopleSoft HCM modules, Business analysis, requirements gathering, documentation
NCR Corporation	At NCR, we staff positions in all Information Technology, labor categories including, Engineering, HR, Finance/Accounting, Technicians, Administrative, Professional and Technical. The scope of the above project began in 2006 and is presently active.
Intel Corporation	At Intel, we staff positions in all labor categories including, IT, Engineering, HR, Finance/Accounting, Technicians, Administrative, Professional and Technical. The scope of the above project began early 2007 and is presently active.
Wharton School of Business University of Pennsylvania	Abacus provided services for an IT project that demanded the ideal staff. Abacus provided the ideal software developers that enabled the University to finish the website within the required time frame and budget. The success of the project influenced the University to utilize our services for other IT Project endeavors.
Teradata Corporation	Abacus has been a trusted partner of Teradata for over four years for providing IT staffing Augmentations. The service that we offered provided them with a series of qualified candidates. Within the Teradata Corporation, we had placed additional employees as we have superior customer service and benefits that we offer. Many employees at this Corporation have noticed the satisfaction of our employees and have requested to be represented by our team. The scope of the above project began early 2006 and is presently active.
Kaiser	For Kaiser we staffed the following positions: IT Project Manager HS, Financial Analyst I, Administrative Assistant II, Administrative Assistant I, Administrative Assistant III, Administrative Assistant I, Data Entry Operator II and BIDW Business Analyst
Pepsi	We provide staffing services, QA Technician, Cashier, R&D Technician, Lab Technician II, Sales Category Manager, R&D Technician, Sales Category Manager and Food Scientist I
NextEra	Abacus has been granted a contract award to provide IT, clerical and Engineering positions.



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SECTION 2.4.1.5 DESCRIBE TRAINING IN TECHNOLOGY PROVIDED TO THEIR TEMPORARY CANDIDATE

**Abacus Response:**

We maintain a pool of prescreened qualified candidates with numbers of years of experience in their field. They are well versed with the best practices and latest trends in their field. Additionally, if require, before taking up any role with our client, all our temporary employees will be provided with relevant career training in different technologies, which is specifically geared toward meeting and learning needs of special requirements of our clients. We make use of knowledge transfer templates which describes the approach, process, methodologies, training materials and all other information regarding each technology to the candidates. we provide appropriate training and induction to our resource candidate. The intent of this induction program is to prepare the resources by briefing the background information of our client, proposed job descriptions, deliverables, general requirements, specific requirements, communication, reporting authority and confidentiality.

**SECTION 2.4.2 METHOD OF APPROACH**

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**SECTION 2.4.2.1 OFFEROR SHALL CLEARLY PROVIDE THEIR WRITTEN UNDERSTANDING OF THE CITY'S REQUIREMENTS, SPECIFICATIONS, MEETING THE TERMS AND CONDITIONS OF THE RFP AND MATCHING THE PROPOSED METHODS TO ACCOMPLISH THE NEEDS OF THE CITY;**

**Abacus Response:**

Abacus understands the requirement and specification mentioned in the section 1.2 scope of service of RFP. Build on its significant experience of Over 11 years to serve government and commercial clients. We have a proven track record to seamlessly handle the requirement similar to City of Glendale. (Client reference details are provided under section 2.4.1.4 of the proposal)

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**SECTION 2.4.2.2 COMMUNICATION PLAN BETWEEN KEY PERSONNEL AND THE CITY OF GLENDALE**

**Abacus Response:**

Beside recruiters and other key support staff, Abacus will assign a dedicated account manager to work closely with City of Glendale. Our account manager will be a single point of contact for all the queries requests and reports related to the contract and working closely with other key personnel in accounting, Payroll, recruiters, and Human resource department to manage and support the contract. Our managerial team has direct lines that are accessible to our clients. This direct line can connect to our managerial teams' cellular phones when they are not in the office, which allows our clients the ease of contacting our staff during and after work hours. In addition to the assigned Account Manager, Abacus will have a back-up Account Manager on hand for emergency situations. If for any reason that the assigned Account Manager is unable to perform their tasks, we will contact City of Glendale with an explanation and the back-up Account Manager will be introduced and communicated accordingly with the employees and City of Glendale to meet the needs of the contract. Since our inception, we have not had the need to utilize the back-up Account Manager; however, we believe in being prepared for any and all situations that could possibly arise during the contract in order to provide excellent client service.

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**SECTION 2.4.2.3 OFFEROR SHALL DESCRIBE METHOD AND APPROACH FOR RECRUITING TECHNICAL TALENT;**

**SECTION 2.4.2.4 OFFEROR SHALL DESCRIBE HOW A CANDIDATE'S TECHNICAL SKILLS ARE IDENTIFIED, ASSESSED, AND VALIDATED;**

**SECTION 2.4.2.5 OFFEROR SHALL DESCRIBE TYPES OF TESTING CONDUCTED AND SCREENING PROCESSES USED, PRIOR TO SELECTING A CANDIDATE IN THEIR TEMPORARY STAFF POOL;**

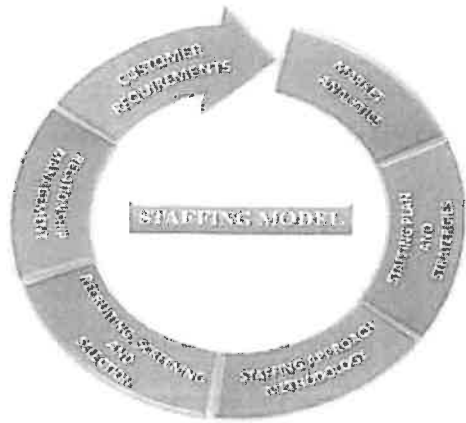


Technical Response to RFP 16-42 for Technical Recruiting & Staffing

**Abacus Response** Abacus will be able to meet the City of Glendale Staffing needs, described by ensuring that we have properly assessed the needs of City of Glendale and have assigned the correct number of personnel to the team to support the account.

Our Team will include the following personal to complete each necessary task:

- Account Manager
- Human Resources Manager
- Recruiting Manager
- Recruiter(s)
- Employee Relations Representative
- Accounting/Payroll Staff
- Administrative Staff and Proposed staff

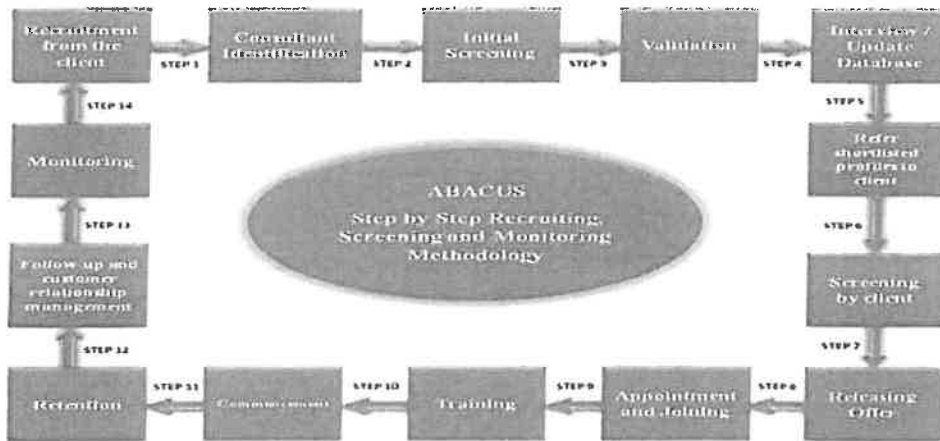


ABACUS STEP BY STEP RECRUITING, SCREENING AND TESTING METHODOLOGY & PROCESS

Abacus has strategic step by step methodology for recruiting, screening and monitoring. We are actively utilizing this successful methodology to recruit nation's top talent in order to supply our quality staff augmentation services to the City of Glendale Material Management requirements.

Abacus' Staffing Strategy is driven by recruitment process as shown in the figure below. Our staffing methodology is implemented and practiced by our human resource department to provide strong, skilled, competent, efficient, effective resources to our clients. Above all we recruit candidates as per the client's needs.

Our recruiting methods, both targeted and broad-based, pull in large number of candidates for each position. We rely on the expertise of our specialized recruiters, to provide a first-pass screening to maximize the effectiveness of the hiring manager's time.



1. Requirement from the client:

- Abacus client specific account manager works closely with the recruiting manager to identify the specific needs.



## *Technical Response to RFP 15-42 for Technical Recruiting & Staffing*

- Phone interviews from the recruiting team to discuss qualifications, experience, and fit feedback loops from the manager to the recruiter to refine the search

### **2. Candidate Identification:**

- Our strategy starts with first step identifying the resources based on client's requirement
- Abacus has a proactive recruiting approach that strives for first-time-through quality by fully understanding the job requirements. So first and foremost, we listen carefully to our customer. We do not post job orders and wait for resumes from potential candidates; we post job orders and actively source candidates from a variety of networking and on-line sources. As a result, we have successfully filled many "hard-to-find" positions, earning accolades from our customers.
- Abacus relies on dedicated recruiters, internet advertising, career fairs, personal networks, employee referrals, professional associations, Minority Business Councils, strong company reputations, and attractive compensation and benefits packages designed to attract the best candidates.
- Furthermore, Abacus has powerful corporate reach-back for hands-on staffing assistance, processes, and systems.

### **3. Initial Screening:**

- As per the client requirements our expert recruiting staff screen the resume from our internal database and we make sure we match the resource who possess right attitude, experience, skill, competency, ability to perform, availability, remuneration to be fit for the client's needs.
- The technical ability of a candidate is evaluated by the recruiter with a set of relevant questions, pre-defined for various disciplines by the technical experts within Abacus.
- A candidate's usage/deployment of hardware/software/networking or other technologies and skills as mentioned in his/her resume in context of a project is validated for viability and accuracy by the recruiters.
- A rigorous technical interview process conducted by experts within Abacus ensures that the underlying fundamentals of the candidate are solid and adequate for the job requirements. Abacus has experts in various disciplines and technologies (e.g., mainframe technology, client/server technology, web-based technology, database technology, networking technology etc.). The relevant validation is conducted by the appropriate interviewer to ascertain the candidate's technical skills.
- In some instances, where the candidate is to be potentially involved in quick-start specialized technical roles, his/her prior references relevant to the actual technical work are viewed and very specific reference checking in those areas is performed.
- In some instances, a candidate's technical ability is measured with specific tests such as writing programs, debugging programs, testing conditions for a program or configuring applications and/or networks. Such tests form a part of the technical interview process that require the candidate to prove programming and testing skills. These tests are performed using the Prove It! Software

### **4. Validation:**





- This step involves in short listing potential candidates to the first level of interview after validating the data of the candidate suitable to the requirement.
- Informing the short listed candidates on interviewing schedules

**5. Interview / Database updating:**

- At this stage our recruiters who are trained in interviewing skills evaluate the candidate qualifications through rounds of interview as per the clients' requirements. Our interview rounds consist of technical and communication, where we consider the candidates as per their technical skills suiting to the requirements and level of communication matching to the type of the category
- Once the interviews are done we update the database

**6. Refer Shortlisted profiles to Client:**

- The resumes of highly qualified candidates are reviewed by our trained recruiters and then screened for efficiency by our account managers. After the account managers have determined the candidate is ideal for the requested position, we will divulge the information to the client that needs the necessary information.
- Will receive the client's feedback on the short listed candidature.
- As per the client's suggestion we schedule the candidate interview with clients appointed hiring personal.

**7. Screening by Client:**

- Abacus team will coordinate with the client to schedule the face to face or telephonic round of interviewing the candidate
- Finally, selected candidates are screened using efficient and detailed employee hiring verification services
- Conduct pre-employment verification with the help of professional organizations.
- Abacus uses Hire Right for Drug Screening and Go Background to perform application and background verification on selected candidates. They are screened using efficient and detailed employee hiring verification services, which ensures that the process is prompt, accurate, reliable, cost effective, and provides the information needed to verify qualifications and background information. This information is retained to verify the references, credit rating, experience and criminal history, which will inform the managerial team of the candidate's honesty, skills, education; thus, allowing us to submit a candidate that is ideal for the position. Background checks also allow us to obtain pertinent information about an employee that might otherwise not be revealed

**8. Offer Release:**

- At this stage offer is released as per the discussions with the client and the proposed candidate
- Information on the offer release is shared with the hiring manager at client's place.

**9. Joining and Appointment:**



- At this stage Abacus team will communicate the client joining procedures
- For internal purpose will ask the candidates to bring the required documents
- Conveying the client ethics, guidelines and atmosphere to the candidates
- Abacus team requests the candidates to fill the formalities for internal records

#### **10. Monitoring**

Abacus will reach out to the City of Glendale Material Management once the selected candidate starts to ensure things are beginning as expected. Throughout the first six months Abacus will reach out on a monthly basis to verify that things are progressing as planned with the selected candidate.

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#### **ASSESSMENT AND VALIDATION OF CREDENTIALS**

##### **Verification of Education and Credentials**

Abacus uses HireRight, Verifications and Go Background to perform application and background verification on selected candidates. Through this screening, we are also able to verify a candidate's education and credentials.

##### **Verification that individuals are eligible for employment in the United States**

All I-9 forms will be extensively reviewed and verified by our Account Managers prior to on-boarding the candidate. We use E-Verify (Employee Eligibility Verification program), which is an Internet-based system that allows businesses to determine the eligibility of their employees to work in the United States.

##### **Background Checks and Credit Record Checks**

Abacus uses Hire Right, Verifications and Go Background to perform application and background verification on selected candidates. They are screened using efficient and detailed employee hiring verification services, which ensures that the process is prompt, accurate, reliable, cost effective, and provides the information needed to verify qualifications and background information.

##### **Drug Screening**

All selected candidates are required to go through the drug screening process. Abacus utilizes a nationwide outside agency for this service. The company has met performance standards set by the U.S. Department of Health and Human Services, (HHS-certified), (previously referred to as National Institute on Drug Abuse "NIDA-certified").

A Department of Defense (DOD) urinalysis is performed that screens for the following drugs:

- THC (Marijuana)
- Cocaine
- Opiates – Morphine, Codeine and Heroin
- Amphetamines – Methamphetamine, MDA/MDMA(Ecstasy)
- Barbiturates – Amobarbital, Butalbital, Pentobarbital, and Secobarbital
- PCP
- LSD

**i-9 verification process** All I-9 forms will be extensively reviewed and verified by our Account Managers prior to on-boarding the candidate. We use E-Verify (Employee Eligibility Verification program), which is

an Internet-based system that allows businesses to determine the eligibility of their employees to work in the United States.

#### **Fingerprinting**

Fingerprinting is performed when deemed necessary or required by the client. Not all clients request a fingerprinting record, but for those that do require fingerprinting, we execute the test through a reliable and official source that will send the results directly to our clients for review.

When the testing is completed and approved, the Abacus team will notify the candidate of the start date and any other additional instructions provided by the hiring manager. We will supply the candidate with contact information of the Abacus Account Manager and Payroll Specialist.

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#### **TESTING AND EVALUATION OF THE CANDIDATES**

Our detailed process for evaluating skills of candidate's quality prior to submission as detailed below:

- **Preliminary Technical Ability Evaluation by Recruiter** – The technical ability of a candidate is evaluated by the recruiter with a set of relevant questions, pre-defined for various disciplines by the technical experts within Abacus.
- **Project Verification for Hardware/Software or Other Technical Skills Used by the Candidate** – A candidate's usage/deployment of hardware/software/networking or other technologies and skills as mentioned in his/her resume in context of a project is validated for viability and accuracy by the recruiters.
- **Technical Interview Process to Ascertain the Technical Skills Offered** – A rigorous technical interview process conducted by experts within Abacus ensures that the underlying fundamentals of the candidate are solid and adequate for the job requirements. Abacus has experts in various disciplines and technologies (e.g., mainframe technology, client/server technology, web-based technology, database technology, networking technology etc.). The relevant validation is conducted by the appropriate interviewer to ascertain the candidate's technical skills.
- **References and Review of Prior Technical (Programming) Work** – In some instances where the candidate is to be potentially involved in quick-start specialized technical roles, his/her prior references relevant to the actual technical work are viewed and very specific reference checking in those areas is performed.
- **Hands-on Technical Testing** – In some instances, a candidate's technical ability is measured with specific tests such as writing programs, debugging programs, testing conditions for a program or configuring applications and/or networks. Such tests form a part of the technical interview process that require the candidate to prove programming and testing skills. These tests are performed using software such as Prove It!

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#### **SECTION 2.4.2.6 OFFEROR SHALL DESCRIBE THEIR METHOD OF APPROACH TO TRACKING TEMPORARY STAFF ATTENDANCE;**

Abacus understand the importance of attendance tracking. An effective attendance system can help reduce cost and help us providing right solution to our customer. Therefore, we offer full featured browser based time tracking application that provides robust and powerful employee time and attendance tracking on the web. Deployment is simple and fast, and does not require client installations at employee workstations. Our online time tracking application will help in electronic tracking and approval of



timecards. Managers or Supervisors will be given specific user rights within the time tracking application and will be able to assign employees to specific managers as well as determine access to particular features of time tracking application per user. based on customer approval our payroll team processes the individual employee's salary.

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**SECTION 2.4.2.7 OFFEROR SHALL DESCRIBE THE COMMUNICATION PROCESS USED TO NOTIFY THE CITY OF AN ASSIGNED TEMPORARY STAFF'S ABSENCE;**

All of our temporary employee that will be working with City of Glendale will be sending a leave request to account manager and account manager will be coordinating with the City of Glendale representative to check for approval; Based on the approval granted by the City of Glendale, we would be approving the leave of the candidates. In case of some unforeseen reason, a candidate has to be absent for a longer period, Abacus will be providing a replacement without any extra cost to City of Glendale.

SECTION 2.4.3 CAPACITY OF OFFEROR - KNOWLEDGE OF PHOENIX MARKET

SECTION 2.4.3.1 REFERENCES-1

Name of Client Organization	State of Georgia
Company/Client Contact Person Information:	Contact Name/ Title: Rebecca Vivas / Vendor Management Specialist
	phone Number (770) 903-9990
Contract Value/Type and Duration	Open/October 2012 Till Date
Services Provided/Scope of Contract	Staff Augmentation Services – IT and Professional, Administrative/Clerical Support Services,
Number of Employees Served	10
Description of Services	<ul style="list-style-type: none"> <li>• We have supplied a IT specialist for the positions Database Administrator who is having good skills in gathering and analyzing information or data on current and future trends of best practice.</li> <li>• Seeks information on issues impacting the progress of organizational and process issues.</li> <li>• He has good design, development, implementation and evaluation of automated information systems.</li> <li>• He has having good in manipulate raw financial data from various categories and classifications.</li> <li>• We have supplied Database Administrator to the State of Georgia.</li> <li>• This job is responsible to provide in producing project data architecture designs and deliverables.</li> <li>• Uses organizational systems that result in multiple critical activities to be identified and completed on time.</li> <li>• Creating and maintaining a repository of all data architecture artifacts; documentation of complete system, including but not limited to; system design, software installation, set-up and backup procedures, update procedures, systems transferred, location on hard drives and points of contact.</li> </ul>



**Technical Response to RFP 16-42 for Technical Recruiting & Staffing**

**SECTION 2.4.3.1 REFERENCES-2**

<b>Name of Client Organization</b>	NCR Corporation
<b>Company/Client Contact Person Information:</b>	Contact Name/Title: Krissy Agurto / Program Manager
	phone Number (678) 808-5357
<b>Contract Value/Type and Duration</b>	3.5 Million Per Year/ September 2007 Till Date
<b>Services Provided/Scope of Contract</b>	Staff Augmentation Services – Information Technology, Finance/Accounting, Administrative, Technicians, Engineering, HR and Professional.
<b>Number of Employees Serviced</b>	50 Per Year
<b>Description of Services</b>	Abacus has been a trusted partner of NCR Corporation (NCR) for over five years. At NCR, Abacus is the largest supplier of personnel and has had great success in maintaining client and employee satisfaction. At NCR, we staff positions in all IT (Software Application services) Engineering, HR, Finance/Accounting, Technicians, Administrative, Professional and Technical. The scope of the above project began in 2006 and is presently active

**SECTION 2.4.3.1 REFERENCES-3**

<b>Name of Client Organization</b>	State of Michigan
<b>Company/Client Contact Person Information</b>	Contact Name/Title: Joleen Woof / Program Manager
	Telephone Number (734) 542-4326
<b>Contract Value/Type and Duration</b>	Open/September 2012 Till Date
<b>Services Provided/Scope of Contract</b>	Staff Augmentation Services – Information Technology, Finance/Accounting, Administrative/Clerical IT and Support Services.
<b>Number of Employees Serviced</b>	2
<b>Description of Services</b>	Abacus has been a trusted partner of State of Michigan for over five years. We have provided them with extensive service for the past 5 years. The service that we offered provided them with a series of qualified candidates. Within the State of Michigan, we had placed additional employees due to the superior customer service and benefits that we offer. Many employees at this Corporation have noticed the satisfaction of our employees and have requested to be represented by our team.

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**SECTION 2.4.3.2 OFFEROR SHALL DESCRIBE THEIR KNOWLEDGE OF THE PHOENIX MARKET****Abacus Response:**

Abacus is a nationwide staffing company with license to conduct business with every state of America. we have a healthy list of clients, we are serving successfully from the phoenix our client list includes clients; State of Arizona, State of Arizona IT, General electric, Coca-Cola and Tyco. Our experience of serving clients in phoenix ensures successful delivery of City of Glendale Objects mentioned in the RFP document.

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**SECTION 2.4.3.3 OFFEROR SHALL DESCRIBE THEIR TURNOVER RATE OF TEMPORARY ASSIGNMENT EMPLOYEES AND RETENTION RATE FOR RECRUITMENTS****Abacus Response:**

Our turnover rate is 8% of assigned employees and we offer high retention rate to our employees because The employee hiring, training and retention process at Abacus is implemented in a manner that will deliver candidates that are consistent and qualified for placement. We will provide an Abacus Team that will provide with City of Glendale promptness and a personal dedication to each job order.



*Technical Response to RFP 16-42 for Technical Recruiting & Staffing*

SECTION 2.4.4 PLACEMENT GUARANTEE

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SECTION 2.4.4.1 OFFEROR SHALL DESCRIBE THEIR PLACEMENT GUARANTEE

**Abacus Response:**

For any requirement, Abacus will provide 3 screened profiles to choose from, within 72 hours from the request will be received. Shortlisted candidate by City of Glendale will be further processed for Background and other verifications requested by the city before extending any offer to the candidate. We guarantee to fill 98% of position within 72 hours on successful verification of selected candidate

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SECTION 2.4.4.2 OFFEROR SHALL DESCRIBE THEIR PROCESS TO ADDRESS A SITUATION WHERE THE CITY IS NOT SATISFIED WITH THE TEMPORARY STAFF PLACED;

**Abacus Response:**

Abacus offers the City a one-week guarantee. If a candidate was found to be unacceptable during the one-week time period, the candidate would not acquire a cost. We honor the standards set forth by our clients and accept the responsibility of any candidates that are found to be unacceptable.

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SECTION 2.4.4.3 OFFEROR SHALL DESCRIBE THEIR PROCESS AND REPLACEMENT POLICY TO ADDRESS A SITUATION WHERE A TEMPORARY STAFF POSITION LEAVES PRIOR TO THE END OF THE ASSIGNMENT

**Abacus Response:**

Our recruiters explain about the duties and responsibility at the time of interview to the candidate, and also discuss the comfortability with the location and contract duration. This helps us to reduce the risk of a replacing a candidate in the mid of any engagement. In rare case, for some unforeseen reason, if a candidate leaves, we have a process of providing a replacement on top priority (Within 3 Working days) at no additional cost to the city.



**EXHIBIT B**  
**TECHNICAL RECRUITING & STAFFING**  
**COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

Temporary Technical Staff Positions: Abacus shall charge the City 38% on top of the candidate's hourly rate as reflective on the attached Exhibit B.

Direct Hire: Abacus shall charge the City a 16% fee for all Direct Hire staff as reflected on the attached Exhibit B..

**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 \$300,000 for the entire Term of the Contract.

**DETAILED PROJECT COMPENSATION**

The City may use this Contract to fill certain IT positions across all departments. The attached Exhibit B provides additional information for how the direct hire and temporary technical staffing positions will be calculated.

SECTION 2.4.5/5.0 PRICING STRUCTURE

EXHIBIT B

SECTION 5.1 DIRECT HIRE

Technical Job Title	Approximate Phoenix Market Annual Salary(USD)	Rate (Percentage Charged to City)	Current Candidate Pool Available
Systems Analyst 1-3 Year EXP	\$60,000	16%	5
Systems Analyst 4-7 Year EXP	\$72,000	16%	8
Systems Analyst 8-10 Year EXP	\$88,000	16%	4
Systems Administrator 1-3 Year EXP	\$64,000	16%	6
Systems Administrator 4-7 Year EXP	\$74,000	16%	12
Systems Administrator 8-10 Year EXP	\$84,000	16%	4
Network Engineer 1 -3 Year EXP	\$78,000	16%	7
Network Engineer 4 -7 Year EXP	\$80,000	16%	9
Network Engineer 8-10 Year EXP	\$90,000	16%	5
Database Administrator 1-3 Year EXP	\$80,000	16%	15
Database Administrator 4-7 Year EXP	\$90,000	16%	10
Database Administrator 8-10 Year EXP	\$100,000	16%	4
Network Engineer (SCADA Experienced)1-3 Years EXP	\$80,000	16%	10
Network Engineer (SCADA Experienced)4-7 Years EXP	\$88,000	16%	8
Network Engineer (SCADA Experienced)8-10 Years EXP	\$96,000	16%	3
Control System Engineer 1-3 Year EXP	\$77,000	16%	13

Technical Job Title	Approximate Phoenix Market Annual Salary(USD)	Rate (Percentage Charged to City)	Current Candidate Pool Available
Control System Engineer 4-7 Year EXP	\$86,000	16%	8
Control System Engineer 8-10 Year EXP	\$96,000	16%	4

EXHIBIT B

SECTION 5.2 TEMPORARY TECHNICAL STAFF

Technical Job Title	Technical Job Description	Able to provide candidate in X days	Candidate's Hourly Rate	Mark up	Total Rate Charged to the city
Systems Analyst	1-3 Year EXP	3 Days	\$30	38%	\$41.40
Systems Analyst	4-7 Year EXP	3 Days	\$36	38%	\$49.68
Systems Analyst	8-10 Year EXP	3 Days	\$44	38%	\$60.72
Systems Administrator	1-3 Year EXP	3 Days	\$32	38%	\$44.16
Systems Administrator	4-7 Year EXP	3 Days	\$37	38%	\$51.06
Systems Administrator	8-10 Year EXP	3 Days	\$42	38%	\$57.96
Network Engineer	1-3 Year EXP	3 Days	\$34	36%	\$46.92
Network Engineer	4-7 Year EXP	3 Days	\$40	38%	\$55.20
Network Engineer	8-10 Year EXP	3 Days	\$45	36%	\$62.10

**Technical Response to RFP 16-42 for Technical Recruiting & Staffing**  
**EXHIBIT B**

Technical Job Title	Technical Job Description	Able to provide candidate in X days	Candidate's Hourly Rate	Mark up	Total Rate Charged to the day
Database Administrator	1-3 Year EXP	3 Days	\$40	38%	\$55.20
Database Administrator	4-7 Year EXP	3 Days	\$45	38%	\$62.10
Database Administrator	8-10 Year EXP	3 Days	\$50	38%	\$69.00
Network Engineer (SCADA Experienced)1-3 Years EXP	1-3 Year EXP	3 Days	\$40	38%	\$55.20
Network Engineer (SCADA Experienced)4-7 Years EXP	4-7 Year EXP	3 Days	\$44	38%	\$60.72
Network Engineer (SCADA Experienced)8-10 Years EXP	8-10 Year EXP	3 Days	\$48	38%	\$66.24
Control System Engineer 1-3 Year EXP	1-3 Year EXP	3 Days	\$38	38%	\$52.44
Control System Engineer 4-7 Year EXP	4-7 Year EXP	3 Days	\$43	38%	\$59.34
Control System Engineer 8-10 Year EXP	8-10 Year EXP	3 Days	\$48	38%	\$66.24

SECTION 5.3 PAYMENT

The Contractor shall provide monthly statements of itemized services. Payment will be reviewed and approved by the Contract Administrator or designee.

SECTION 5.4 TAX AMOUNT

Do not include any use tax or federal tax in your proposal. The City is exempt from the payment of federal excise tax and will add use tax as applicable.

OFFEROR NAME: ABACUS SERVICE CORPORATION

**EXHIBIT C**  
**TECHNICAL RECRUITING & STAFFING**  
**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.





## Legislation Description

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**File #: 16-502, Version: 1**

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**AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH BARA INFOWARE, INC., FOR TECHNICAL RECRUITING AND STAFFING SERVICES**

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

**Purpose and Recommended Action**

This is a request for City Council to approve and direct the City Manager to enter into an agreement with Bara Infoware Inc., for Technical Recruiting and Staffing Services for one (1) year and authorizing the City Manager the option to extend the term of this agreement four (4) additional years in one (1) year increments.

**Background**

Over the past several years the city has successfully utilized a technical recruiting and staffing firm to assist us in recruiting for highly technical and specialized positions. As our technology needs to grow and change, it is in the best interest of the City to have several firms on contract that can compete for the City's business on an as needed basis. Therefore, the Human Resources & Risk Management Department in conjunction with the Innovation & Technology Department has solicited proposals from staffing firms to provide technical recruiting and staffing services. The goal is to have a group of qualified firms that specialize in technical recruiting and staffing that are capable of providing a selection of candidates who are qualified in a variety of information technology positions and also have the ability to provide temporary technology staff on an as-needed basis. In May 2016, we began the RFP process. An evaluation committee comprised of employees from Human Resources & Risk Management and Innovation & Technology reviewed the proposals for technical recruiting and staffing services. Bara Infoware Inc., was ultimately selected as one of six vendors that best matched the needs of the city.

**Analysis**

Information Technology positions can be very difficult to fill due to a shortage of qualified individuals in the market and the technical skills and certifications required. Many times the positions remain vacant for month's which makes it difficult for the Innovation & Technology department to provide services to the organization. Over the past few years, the city has utilized the services of a technical recruiting and staffing firm to fill a variety of difficult regular status technology positions such as Systems Analyst, Systems Administrator, Database Administrator and Network Engineer.

We utilize these recruiting and staffing firms to assist us in the recruiting process by helping to source viable candidates when we are having difficulty sourcing qualified candidates through our normal recruitment process.

The Innovation & Technology department also occasionally needs to source highly qualified temporary

technical assistance in the areas of PeopleSoft, Police Department systems, sales tax and Water Services systems. These firms are invaluable in providing qualified technical temporary assistance and they have the ability to test and confirm these skills as well.

**Community Benefit/Public Involvement**

The ability to recruit a highly skilled and qualified workforce insures quality services for the betterment of our community.

**Budget and Financial Impacts**

The fee for utilizing a recruiting firm is only paid if we select a candidate that was provided through the recruiting firm and will be 4% of the candidate's annual salary upon hire with the city. The hourly rate the city pays for technical temporary staffing is outlined in Exhibit B of this agreement. The hourly rate varies by job function and skill level. Due to these services only being required on an as-needed basis, we have estimated the annual cost of these services to be \$60,000 per year but will not exceed \$300,000 for the entire term of this agreement.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$60,000</b>	<b>2591-18402-518200, Professional &amp; Contractual</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**AGREEMENT FOR  
TECHNICAL RECRUITING & STAFFING  
City of Glendale Solicitation No. RFP 16-42**

This Agreement for Technical Recruiting & Staffing Services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Bara Infoware, Inc., a California corporation, authorized to do business in Arizona, (the "Contractor"), as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**RECITALS**

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. RFP 16-42 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

**AGREEMENT**

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

**1. Key Personnel; Sub-contractors.**

- 1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.
- 1.2 Project Team.
  - a. Project Manager.
    - (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
    - (2) The City must approve the designated Project Manager; and
    - (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.
  - b. Project Team.
    - (1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
    - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.
  - c. Discharge, Reassign, Replacement.
    - (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

- (2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.
- (3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

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

2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

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

3.2 Licensing. Contractor warrants that:

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

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

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

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
  - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
  - (2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
  - (1) City may reuse the Work Product at its sole discretion.
  - (2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
  - (3) In such case, City shall also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$300,000 for the entire contract Term, as specifically detailed in **Exhibit B** (the "Compensation").

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

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

the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

**5. Billings and Payment.**

**5.1 Applications.**

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

**5.2 Payment.**

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

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

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

**6. Termination.**

**6.1 For Convenience.** City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 30 days following the date of delivery.

- a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

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

- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$1,000,000 or the amount of this Agreement, whichever is greater.

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

8. **Insurance.**

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

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

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

## 8.2 Sub-contractors.

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

## 8.3 Indemnification.

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



- c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.
9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Contractor warrant their compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.
10. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.
11. **Notices.**
  - 11.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
    - a. The Notice is in writing; and
    - b. Delivered in person or by 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.
  - 11.2 **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:

Bara Infoware, Inc.  
c/o Kabir Dargan  
4115 Blackhawk Plaza Circle, Suite 100  
Danville, CA  
925-790-0130  
kabir.dargan@barainfo.com
    - b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale  
c/o Connie Schneider  
5850 W Glendale Avenue, Suite 317  
Glendale, Arizona 85301  
623-930-2868

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.

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

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

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

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. 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.

**13.2 Interpretation.**

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

- 13.3 **Survival.** Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.
- 13.4 **Amendment.** No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.
- 13.5 **Remedies.** All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 13.6 **Severability.** If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.
- 13.7 **Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.
14. **Term.** The term of this Agreement commences upon the effective date and continues for a one (1)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four (4) years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and any such price adjustment will be a determining factor for any renewal. There are no automatic renewals of this Agreement.
15. **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.
16. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.
- |           |                    |
|-----------|--------------------|
| Exhibit A | Project            |
| Exhibit B | Compensation       |
| 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: Kevin R. Phelps  
Its: City Manager

ATTEST:

\_\_\_\_\_  
Julie K. Bower  
City Clerk (SEAL)

APPROVED AS TO FORM:

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

Bara Inforware, Inc.,  
a California corporation

  
\_\_\_\_\_  
By: Kabir Dargan  
Its: Business Manager

**EXHIBIT A**  
**TECHNICAL RECRUITING & STAFFING**  
**PROJECT**

Bara Infoware, Inc. shall provide technical recruiting and staffing services as described on the attached Exhibit A.



# CITY OF GLENDALE MATERIALS MANAGEMENT REQUEST FOR PROPOSAL

**SOLICITATION NUMBER:** RFP 16-42

**DESCRIPTION:** TECHNICAL RECRUITING & STAFFING

**PUBLISHED DATE:** APRIL 14, 2016

**OFFER DUE DATE AND TIME:** MAY 3, 2016, 2:00pm local time

**PRE-OFFER CONFERENCE:** APRIL 21, 2016 AT 2:00 PM  
The pre-offer conference will be held at City of Glendale, 5850 W. Glendale Avenue – Municipal Building, Third Floor, Conference Room 3A, Glendale, AZ 85301  
Attendance is not required.

**SUBMITTAL LOCATION:** City of Glendale  
Materials Management  
5850 West Glendale Avenue, Suite 317  
Glendale, Arizona 85301


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

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


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

**OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.**

For questions regarding this solicitation contact:  
**Connie Schneider, C.P.M.**  
**Purchasing - Materials Management Division**  
**5850 W Glendale Av., Suite 317**  
**Glendale, AZ 85301**  
**623-930-2868**  
[CSchneider@glendaleaz.com](mailto:CSchneider@glendaleaz.com)

	<b>City of Glendale Materials Management Solicitation Number: RFP 16-42 TECHNICAL RECRUITING &amp; STAFFING</b>	<b>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</b>
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## 1.0 SPECIFICATIONS

### 1.1 INTRODUCTION

The City of Glendale (City) is soliciting Requests for Proposals from qualified firms or individuals (Recruiter/Contractor) to provide technical recruiting and staffing services as described within this solicitation. The goal of the City is to have a group of qualified firms that specialize in technical recruiting and staffing. All shall be capable of providing a selection of candidates who are qualified in a variety of information technology positions on an as-needed basis.

The Information Technology (IT) group supports over 1900 users and 29 locations across the City. IT is responsible for providing Service Desk, telecommunications, application, server, and network support.

### 1.2 SCOPE OF SERVICES

#### 1.2.1 **MINIMUM QUALIFICATIONS/REQUIREMENTS:** Recruiter shall:


- 1.2.1.1 Specialize in information technology staffing services including temporary placements;
- 1.2.1.2 Use proven testing and screening procedures to validate candidates' technical competency;
- 1.2.1.3 Conduct criminal background checks and conduct behavioral screening to validate candidates' suitability for employment;
- 1.2.1.4 Perform reference checks in advance;
- 1.2.1.5 Be able to obtain and/or retain a sufficient pool of qualified IT candidates to meet the City's needs;
- 1.2.1.6 Provide the City with a single point of contact for the management of services stated herein;
- 1.2.1.7 Ensure qualified candidates will follow the City's technical policies and procedures including change control and system documentation requirements; and,
- 1.2.1.8 Provide a placement guarantee for all candidates recruited.

#### 1.2.2 **RECRUITMENT REQUIREMENTS:**

Occasionally, the City may need assistance in the recruitment for technical positions. The City may request recruitment services from multiple recruiters for the same position. A sampling of the highly sought after positions that may be required by the City include but are not limited to the following:

- Systems Analyst
- Systems Administrator
- Network Engineer



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- Database Administrator
- Network Engineer (SCADA experienced)
- Control System Engineer


**1.2.2.1 Hiring Process** - While the City may make changes to this process, the typical hiring process is as follows:

**1.2.2.1.1 Identifying Candidates**

- a) City will provide the recruiters with the job description of the position being recruited for which includes minimum qualifications, special requirements, and certifications required;
- b) Candidates must meet the minimum qualifications of the position in order to be considered;
- c) Recruiter shall provide the City with list of qualified candidates;
- d) Recruiter shall conduct recruitment;
- e) City will review resumes from recruiters;
- f) City will identify candidate(s) from Recruiter's list of qualified candidates to interview;
- g) City will conduct phone interview with identified candidates
- h) City will conduct in-person/Skype interviews with candidate(s) from phone interview(s) that the city determines are most qualified;
- i) At times, multiple interviews may be requested;

**1.2.2.1.2 Upon Identification of Top Candidate:**

- a) Recruiter shall conduct reference checks using the city's required Reference Check form, which is currently in paper format;
- b) Recruiter shall ensure the candidate completes the City's job application;
- c) Recruiter shall submit completed reference checks and completed application and resume to the Human Resource contact;
- d) The City's Human Resources Department will review the information and will contact the recruiter with a salary offer;
- e) If the candidate accepts position, a conditional offer letter will be prepared by Human Resources and a start date identified;
- f) All job offers are contingent upon successful completion of the City's own background check.

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### 1.2.3 SELECTED CANDIDATE:

#### 1.2.3.1 Recruitment Fees:


- a) The City shall not pay the direct hire recruitment fee until 30 days after the candidate's first day of work.
- b) City requires that the recruiters assist the City in identifying a new candidate at no cost if the original candidate is released from the City within 60 days of the first day of work.

#### 1.2.3.2 Temp-to-Hire:

- a) The City may at its option, hire temporary or temp-to-hire technical staff in the event of there being an immediate need to fill a position.
- b) Should the City convert a temp-to-hire candidate to a full time City employee, notice shall be provided to the Contractor 30 days prior to the conversion.

#### 1.2.3.3 Background Checks:

- a) Direct hire technical positions funded by the City's Police Department must complete an in depth background check.
- b) Once a direct hire candidate has been identified, he/she will be given a conditional job offer that is contingent upon the successful completion of the background check performed by the City;
- c) The direct hire candidate will complete a background packet, which will be submitted to the Police Department so the background check can be conducted.
- d) A polygraph test may or may not be required and the determination will be made by the Glendale Police Department.
- e) Upon successful completion of the background check, a start date for the candidate will be identified.
- f) Temporary staff shall have undergone a background check conducted by the Recruiter including E-Verify.
- g) The City reserves the right to conduct a fingerprint background check for all new direct hires and for temporary placements if deemed necessary.

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## 2. SPECIAL INSTRUCTIONS

### 2.1 PRE-OFFER CONFERENCE

2.1.1 A Pre-Offer Conference will be held on **April 21, 2016 2:00 P.M, Arizona Time, located at 5850 W. Glendale Avenue, Room 3A.** Attendance is not required. Copies of the Request for Proposal (RFP) will NOT be available.

2.1.2 The purpose of the conference will be to clarify the contents of the solicitation in order to prevent any misunderstanding of the City of Glendale's position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to the City at the conference. The City will determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation.

2.2 **RETURN OF OFFER** The Offeror shall submit three (3) hardcopies marked as "Copies". The offeror shall submit a complete proposal on a CD or flash drive as one file folder. The folder shall be identified as "RFP 16-xx – *Original - Name of Offeror.*" (For example: RFP 16-xx – Original - ABC Company.)

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

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


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

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

2.3.1 COVER SHEET

2.3.2 OFFER SHEET, Section 5.0

2.3.3 PRICE SHEET, Section 6

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**2.3.4 ADDENDUM, Return all addenda (if applicable).**

**2.3.5 SUBMISSION REQUIREMENTS, Section 2.4 (written narrative)**

## **2.4 SUBMISSION REQUIREMENTS**

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

### **2.4.1 EXPERIENCE AND QUALIFICATIONS**

**2.4.1.1** Offeror's proposal should include:

- Company profile that details company history;
- Organization chart;
- Business locations; and
- Number of years in business.

**2.4.1.2** Offeror shall provide names and years' of experience of key personnel;


**2.4.1.3** Offeror shall provide a description of the firms size and organizational structure that includes number of years' experience in the IT Staffing and Recruiting business, areas of expertise, and special achievements;

**2.4.1.4** Offeror shall provide details of recruitments undertaken that are of similar nature based on the City's Specifications;

**2.4.1.5** Offeror shall describe training in technology provided to their temporary candidate pool;

### **2.4.2 METHOD OF APPROACH**

**2.4.2.1** Offeror shall clearly provide their written understanding of the City's requirements, specifications, meeting the terms and conditions of the RFP and matching the proposed methods to accomplish the needs of the City;

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- 2.4.2.2 Offeror's shall provide a communication plan between key personnel and the City of Glendale;
- 2.4.2.3 Offeror shall describe method and approach for recruiting technical talent;
- 2.4.2.4 Offeror shall describe how a candidate's technical skills are identified, assessed, and validated;
- 2.4.2.5 Offeror shall describe types of testing conducted and screening processes used, prior to selecting a candidate in their temporary staff pool;
- 2.4.2.6 Offeror shall describe their method of approach to tracking temporary staff attendance;
- 2.4.2.7 Offeror shall describe the communication process used to notify the City of an assigned temporary staff's absence;

#### **2.4.3 CAPACITY OF OFFEROR - KNOWLEDGE OF PHOENIX MARKET**


- 2.4.3.1 Offeror shall provide three (3) recent (within the last 3 years) client/customer references from organizations of similar size and scope to the City for the services described herein. Include:
  - 2.4.3.1.1 Name of Organization;
  - 2.4.3.1.2 Contact Name and Title
  - 2.4.3.1.3 Service dates;
  - 2.4.3.1.4 Number of temporary positions filled;
  - 2.4.3.1.5 Number of recruitments conducted and positions filled;
- 2.4.3.2 Offeror shall describe their knowledge of the Phoenix market;
- 2.4.3.3 Offeror shall describe their turnover rate of temporary assignment employees and retention rate for recruitments;

#### **2.4.4 PLACEMENT GUARANTEE**

- 2.4.4.1 Offeror shall describe their placement guarantee;
- 2.4.4.2 Offeror shall describe their process to address a situation where the City is not satisfied with the temporary staff placed;
- 2.4.4.3 Offeror shall describe their process and replacement policy to address a situation where a temporary staff position leaves prior to the end of the assignment;

#### **2.4.5 PRICING STRUCTURE**

- 2.4.5.1 Offeror's shall bid in accordance with the pricing structure as outlined in Section 5. While cost is a significant factor in the determination of award, it is not the only factor. The award will not be based on price alone, nor will it be based solely upon the lowest fees submitted.

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

- Experience and Qualifications – 20%
- Method of Approach – 20%
- Capacity of Offeror - Knowledge of Phoenix market – 20%
- Placement guarantee – 15%
- Costs – 25%


**2.6 TYPE OF AWARD** The City reserves the right to make multiple awards or to award by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one bidder is not in the City's best interest, "all or none" Bids shall be rejected.

**2.7 ALTERNATE OFFERS/EXCEPTIONS** Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Offeror shall clearly and specifically detail all exceptions to the exact requirements imposed by this solicitation. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the Offer. If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.


**2.8 SITE INSPECTION** Offeror shall visit the site(s) to become familiar with any conditions which may affect the performance and pricing. Submission of an Offer will be prima facie evidence that the Offeror did, in fact, make a site inspection and is aware of all conditions.

**2.9 INQUIRIES** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An Offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, no later than **five days** prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

**2.10 EVALUATION PANEL** Offeror submittals will be evaluated by an evaluation panel. Award shall be made to the responsive, responsible Offeror whose proposal is determined to be the most advantageous to the City.

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- 2.11 PANEL CONTACT** Offerors shall have no exclusive meetings, conversations or communications with an individual evaluation panel member on any aspect of the RFP, after submittal.
- 2.12 INTERVIEWS** The City reserves the right to conduct interviews with some or all of the Offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the Offeror for the costs associated with the interview process.
- 2.13 ADDITIONAL INVESTIGATIONS** The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Offeror submitting a proposal.
- 2.14 DISCUSSIONS AND REVISIONS TO PROPOSAL** Discussions may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award; and may obtain pertinent information for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Should the City elect to call for 'best and final' offers, Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such discussions shall be to:
- 2.14.1** Determine in greater detail such Offeror's qualifications, and
  - 2.14.2** Explore with the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;
  - 2.14.3** Determining that the Offeror will make available the necessary personnel and facilities to perform within the required time;
  - 2.14.4** Agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.
- 2.15 BEST AND FINAL OFFERS** The City may request best and final offers if deemed necessary, and will determine the scope and subject of any best and final request.
- 2.16 PROPOSAL EVALUATION** The City reserves the right to secure additional information from the Offeror in various forms and or to award based on submitted information.

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

From the time the RFP is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Black-Out Period"), Offerors, directly




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

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


- 2.22 PROPRIETARY INFORMATION** An Offeror shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Offeror shall not mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.

Offeror's acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority, the City will provide Offeror with prompt written notice so that Offeror may seek a protective order or other appropriate remedy. The Offeror, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror in the event that the City must legally disclose the Proprietary Information.

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### 3.0 SPECIAL TERMS AND CONDITIONS

- 3.1 TERM OF AGREEMENT** The initial term of the contract shall be one (1) year upon approval by the City Council.
- 3.2 OPTION TO EXTEND** The City may, at its option and with the approval of the Contractor, extend the term of this agreement four (4) additional years in one (1) year increments based on satisfactory Contractor performance. Contractor shall be notified in writing by the City 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.
- 3.3 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.
- 3.4 INCORPORATION BY REFERENCE** All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments or exhibits. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City's 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.
- 3.5 INSURANCE** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.
- 3.5.1 MINIMUM SCOPE AND LIMIT OF INSURANCE**  
Coverage shall be at least as broad as:
- 3.5.1.1 Commercial General Liability (CGL):** Insurance covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 3.5.1.2 Automobile Liability:** Insurance covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code

	<b>City of Glendale</b> <b>Materials Management</b> <b>Solicitation Number: RFP 16-42</b> <b>TECHNICAL RECRUITING &amp; STAFFING</b>	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

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

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

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

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


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

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

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

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

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

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**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.


**3.6 INDEMNIFICATION CLAUSE:**

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

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


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

For purposes of this provision, the following definitions apply:  
 "Employee" means all persons who are employed on a full-time, part-time or contract basis by the City of Glendale.

	<b>City of Glendale Materials Management Solicitation Number: RFP 16-42 TECHNICAL RECRUITING &amp; STAFFING</b>	<b>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</b>
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“Relative” means the spouse, child, child’s child, parent, grandparent, brother or sister of the whole or half blood and their spouses and the parent, brother, sister or child of a spouse.

- 3.8 ESTIMATED QUANTITIES** The Quantities listed are the City’s best estimate and do not obligate the City to order or accept more than City’s actual requirements during the period of this agreement as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirements for the contract period, except that the estimated quantity shown for each proposal item shall not be exceeded by 100% without the express written approval of the Materials Manager. Any demand or order made by any employee or officer of the City, other than the Materials Manager, for quantities in the excess of the estimated quantities shall be void if the written approval of the Materials Manager was not received prior to the Contractor's performance.
- 3.9 COOPERATIVE USE OF CONTRACT** This agreement may be extended for use by other governmental agencies and political subdivisions of the State, including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link: <http://www.maricopa.gov/Materials/save.aspx>.
- 3.10 PUBLIC RECORD** Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All proposals submitted in response to the Solicitation shall become the property of the City and, subsequent to award recommendation, become a matter of public record available for review pursuant to Arizona Public Records Law.
- If a Contractor believes that a specific section of its Proposal response is confidential, that should be withheld from the public record, Contractor shall isolate the pages and mark each page confidential in a specific and clearly labeled section of its Proposal response. The Contractor shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed. The City 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. Price is not confidential and will not be withheld.
- 3.11 PERMITS AND LICENSES** The Contractor and Subcontractors shall be responsible for determining and securing, at his/her expense, any and all licenses and

	<b>City of Glendale</b> <b>Materials Management</b> <b>Solicitation Number: RFP 16-42</b> <b>TECHNICAL RECRUITING &amp; STAFFING</b>	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing operations and maintenance of the facility. Such fees shall be included in and are part of the total proposal cost. During the term of the contract, the Contractor shall notify the City in writing, within two (2) working days, of any suspension, revocation or renewal.


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

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

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

For this purpose, a primary and secondary emergency contact name and phone number are required from the Contractor. It is critical to the City that the contractor's emergency contact information remains current. The 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. In general, the order will be placed using a City Procurement Card. The billing is to include the emergency opening fee, if applicable.

	<p style="text-align: center;"><b>City of Glendale</b>  <b>Materials Management</b>  <b>Solicitation Number: RFP 16-42</b>  <b>TECHNICAL RECRUITING &amp; STAFFING</b></p>	<p style="text-align: center;">CITY OF GLENDALE  Materials Management  5850 West Glendale  Avenue, Suite 317  Glendale, Arizona 85301</p>
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- 3.14 ADDITIONS OF PRODUCTS OR SERVICES** The City reserves the right to add additional products or services to this contract when deemed necessary by the City. If this occurs, the Contractor will be requested to submit a negotiable quotation for the additions. Upon approval and authorization by the Materials Manager such additions will be added to and become a part of the contract through properly executed forms.
- 3.15 NON-DISCRIMINATION** By submitting this Offer, Contractor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.



# Bara Infoware, Inc.

Small Disadvantaged Business (SDB) Small Business

**Response: Solicitation# RFP 16-42  
Technical Recruiting & Staffing (Original)**

**Date: May 03rd, 2016**



**Submitted to:**

City of Glendale  
Materials Management  
5850 West Glendale Avenue, Suite 317  
Glendale, Arizona 85301

**Submitted by:**

Name, Title:	Kabir Dargan(Business Manager)
Address (Street and Suite #):	4115, Blackhawk Plaza Circle, Suite #100
Address (City, State, Zip) :	Danville, CA 94506
Email :	kabir.dargan@barainfo.com
Phone :	925-790-0130 Extension: 23
Fax:	925-399-4427
DUNS Number:	965021269
Tax ID # :	77-0483681
Cage Code:	30KF8
Size of business:	Small Disadvantaged

**Disclaimer:** This response includes data that shall not be disclosed outside the Government and shall not be duplicated, used or disclosed--in whole or in part--for any purpose other than to evaluate this RFP. If, however, a task order is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting task order. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction.





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Plan • Build • Defend



### **2.3.1 Cover Sheet**

Dear Connie Schneider, C.P.M.,

Date: 29th April, 2016

Bara Infoware, Inc. (Bara) is pleased to submit a proposal for RFP- #16-42: Technical Recruiting & Staffing.

Established in 1998, Bara is a Small Business certified Company. Bara's firm belief in professionalism, reliability and commitment has enabled it to create successful and long lasting relationships with client and consultants. Bara has been successful in delivering quality professional services with unmatched efficiency and great flexibility as a result of its deep understanding of Information Technology Consulting.

The attached response addresses all requirements identified in the current solicitation. Bara acknowledges and agrees to all the rights of the client, including rules and procedures, terms and conditions mentioned in this RFP/RFO. We look forward to working with you to ensure successful completion of your initiatives.

Should you have any question regarding this proposal, please feel free to contact me.


Once again thank you for your time and consideration.

Sincerely

Kabir Dargan  
Business Manager  
Bara Infoware, Inc. (Bara)  
4115, Blackhawk Plaza Circle Suite #100  
Danville CA 94506  
Email: kabir.dargan@barainfo.com



**2.3.2 Offer Sheet**

	<p><b>City of Glendale          Materials Management          Solicitation Number: RFP 16-42          TECHNICAL RECRUITING &amp; STAFFING</b></p>	<p><b>CITY OF GLENDALE          Materials Management          5850 West Glendale          Avenue, Suite 317          Glendale, Arizona 85301</b></p>
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**4.0 OFFER SHEET**

**4.1 OFFER** Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

<p style="text-align: right;"><i>Kabir Dargan</i></p>	<p style="text-align: center;"><b>Bara Infoware, Inc.</b></p>
<p>Authorized Signature</p>	<p>Company's Legal Name</p>
<p><b>Kabir Dargan</b></p>	<p><b>4115, Blackhawk Plaza Circle, Suite 100</b></p>
<p>Printed Name Address</p>	<p><b>Danville CA 94506</b></p>
<p><b>Business Manager</b></p>	<p>City, State &amp; Zip Code</p>
<p><b>Title</b></p>	<p><b>925-790-0130</b></p>
<p>Telephone Number</p>	<p><b>925-399-4427</b></p>
<p><b>925-790-0130</b></p>	<p>FAX Number</p>
<p><b>kabir.dargan@barainfo.com</b></p>	<p><b>04/29/2016</b></p>
<p>Authorized Signature Email Address</p>	<p>Date</p>

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

<p>Contact Name</p>	<p>Phone Number</p>	<p>Fax Number</p>
<p>Email Address</p>		

FEDERAL TAXPAYER ID NUMBER: **77-0483681**


Arizona Sales Tax No. \_\_\_\_\_ Tax Rate \_\_\_\_\_

Offeror certifies it is a: Proprietorship \_\_\_ Partnership \_\_\_ Corporation X

Minority or woman owned business: Yes X No \_\_\_\_\_



**2.3.4 ADDENDUM, RETURN ALL ADDENDA (IF APPLICABLE)**

	<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: RFP 16-42	Addendum #1	Page 1 of 2	
	Solicitation Due Date: May 3, 2016	2:00 p.m. (Local Time)		

**RFP 16-42 Technical Recruiting & Staffing**

As a result of the pre-offer conference conducted on April 21, 2016, the following revisions and clarifications have been made to Request for Proposals No. 16-42:

**ADD:**

**1. In Section 1.2.2.1.1 Identifying Candidates:**

j) The City will not sponsor H-IB Visa's.


**CLARIFICATION:**

**1. Section 5.2 TEMPORARY TECHNICAL STAFF:** Offerors may separate the Technical Job Description by years of experience for each position. The hourly rates and job description shall correlate to the position based on experience levels. **EXAMPLE ONLY:**

Technical Job Title	Technical Job Description	Able to provide candidate within (x) days of request	Candidate's Hourly Rate (A)	Contractor Mark-up charged to the City (B)	Total Hourly Rate Charged to the City (A x B)
Systems Analyst 1 – 3 years	Uses computers and related systems to design new IT solutions, modify, enhance or adapt existing systems and integrate new features or improvements, all with the aim of improving business efficiency and productivity.				
Systems Analyst 4 – 7 years	Uses computers and related systems to design new IT solutions, modify, enhance or adapt existing systems and integrate new features or improvements, all with the aim of improving business efficiency and productivity. Conducts cost analysis and agree the timeframe to implement the proposed solution. They specify and shape the system requirements and operations, the user interface and output and present the proposal to the client.				



EXHIBIT A

	<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: RFP 16-42	Addendum #1	
	Solicitation Due Date: May 3, 2016	2:00 p.m. (Local Time)	

**CORRECTION:**

In Section 2.3 PREPARATION OF OFFER PACKAGE, the following invalid references are corrected:

2.3.2 OFFER SHEET, Section ~~5.0~~ 4.0

2.3.3 PRICE SHEET, Section ~~6~~ 5.0

Name of Company: Bara Infoware, Inc.

Address: 4115, Blackhawk Plaza Circle, Suite 100 Danville CA 94506

Authorized Signature: *Kabir Dargan*

Print Name and Title: Kabir Dargan (Business Manager)



## 2.4.1 EXPERIENCE AND QUALIFICATIONS

### 2.4.1.1 Offeror's proposal should include:

- Company profile that details company history
- Organization chart
- Business locations, and
- Number of years in business.

### Reply

#### **Company Profile and history**

Bara Infoware Inc. (Bara) launched its business in 1998 with focus on IT staffing and consulting. Through use of technology and focused client services, Bara has developed rapidly since inception, Major milestones are listed below.

- 60+ IT and Management professionals
- Revenue of \$56M since inception
- Current GSA IT Schedule 70 Contract
- SBA, SDB certified

Bara has extensive experience in providing IT staffing and technical recruitment services to various Federal/ State & Local Government agencies and Commercial clients. Bara consultants with over 1000 man years of experience have provided over 100 man years of services in Information Technology staff augmentation/ application development since 1998. Bara has an aggressive recruitment capability, ensuring our ability to quickly meet any contingencies and/or surge requirements. Our internal candidate database possesses more than 400,000 pre-screened candidate resumes, which are updated at regular intervals.

Bara's infrastructure is backed by a highly dedicated and result oriented professionals. With more than 50 highly skilled professionals, Bara provides full spectrum of technology services ranging from business and IT consulting, for managing IT projects. Bara ensures its commitment to satisfy all client requests by following these principles:

- Understanding the client's needs
- Verifying that staffing services meet client requirements
- Making provisions of quality assessment & training for accepting market challenges
- Monitoring, benchmarking and continuously improvising its business products and services, organization and employees' performance

Bara has a blend of technical and managerial resources with niche skills available to provide the client with high quality solutions from time to time. Bara's technical manpower has the experience of working on a variety of projects of varying degree of complexity and is constantly trained to maintain excellence.

Bara is strongly positioned to service the staffing requirements under this MSA from its Danville (CA) office, backed with:

- Bara's in-house team of available highly skilled consultants nationwide coupled with local candidates and independent consultants.
- Bara's ability to recruit qualified consultants and deliver to the client within 1-5 days of time period
- Team of Talent Operation Specialists (TOSs), a strong staffing approach
- Web-based Recruitment system for automated operations.

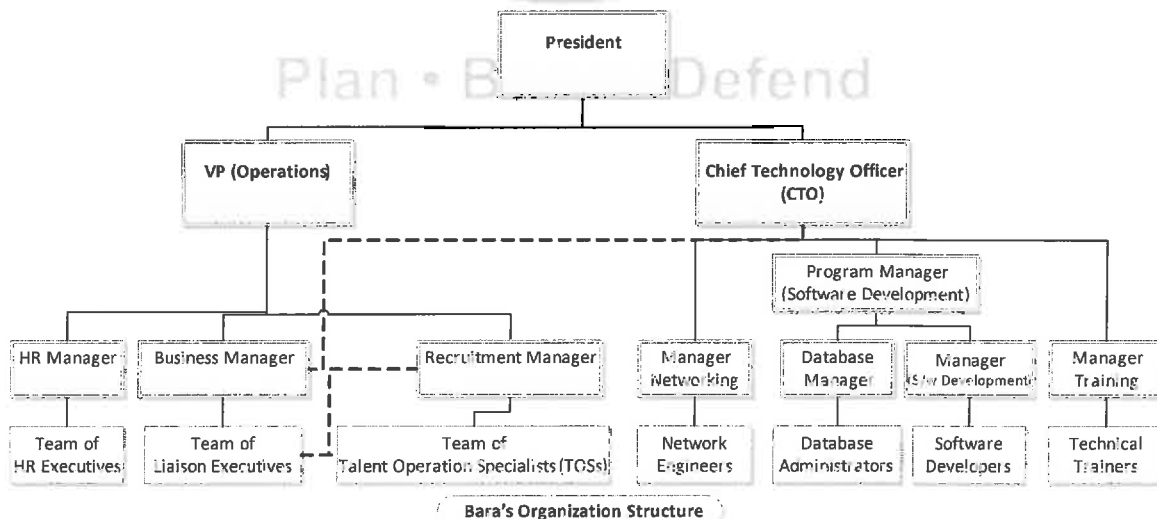


**EXHIBIT A**

Below is a list of Federal / State & Local Government and Commercial sector clientele of Bara:

<b>Federal</b>	
1.	Executive Office of the President
2.	Naval Supply Systems Command
3.	Naval Facilities Engineering Command [NAVFAC]
4.	U.S. Army Corps of Engineers
5.	US Army Reserve
6.	National Guard Bureau
<b>State/Local</b>	
7.	State of California
8.	State of Washington
9.	District of Columbia
10.	State of Florida
11.	State of New York
12.	County of San Monteo
<b>Commercial</b>	
13.	Veteran Support Services
14.	Eagle Solutions
15.	Antechnologie
16.	NVISH

Bara's Organization chart is depicted below.





**EXHIBIT A**

**Bara’s Business Locations and number of years in business**

Bara has been providing similar services as requested in this RFP for the last 17 years. Bara is headquartered in California with offices in Florida, Washington and New York states.

Bara’s Liaison Executive would be responsible to service this contract from the Danville (CA) office, who will act as dedicated communication point between the customer and the subcontractors. Bara’s Liaison Executive will make monthly visits to the Texas State, county/local government offices, and public education entities, with a focus on assessing their future IT staffing requirements

Bara’s Liaison Executives are backed by a team of highly skilled IT consultants and Talent Operation Specialists (TOS), which enables Bara’s capacity to place highly qualified consultants with niche skills in short turnaround time.

Bara possesses a state-of-the-art Talent Management capability that is the cornerstone of our ability to deliver appropriate talent with speed, agility, and a high degree of efficiency. The core of this capability lies within our Talent Operations Center(s) (TOC). Bara maintains three (3) separate TOCs geographically located to offer support throughout the U.S. (depicted in Figure on the right), ensuring rapid mission solution support.

**Primary National Centers**



Bara’s Talent Operation Centers are located to provide nationwide support.

**2.4.1.2 Offeror shall provide names and years’ of experience of key personnel;**

Reply

Prior experience of Bara’s Account Management and Customer Relationship Team is listed in table below.

<b>Team Member Name, Role &amp; Experience</b>	<b>Prior Account Management Experience</b>
Kabir Dargan (Business Manager) comes with progressive experience of 9+ years in managing high value clients across the states with exceptional business communication skills.	<ul style="list-style-type: none"> <li>➤ Executive Office of the President</li> <li>➤ Naval Supply Systems Command</li> <li>➤ Naval Facilities Engineering Command [NAVFAC]</li> <li>➤ U.S. Army Corps of Engineers</li> <li>➤ US Army Reserve</li> <li>➤ National Guard Bureau</li> <li>➤ State of Washington</li> <li>➤ State of California</li> <li>➤ State of New York</li> <li>➤ State of Arizona</li> </ul>
Kamlesh Batna (Liaison Executive) possesses 18+ years of experience managing multiple accounts.	<ul style="list-style-type: none"> <li>➤ U.S. Army Corps of Engineers(Vicksburg and CA)</li> <li>➤ US Army Reserve( West Coast 15 States) ( CA)</li> <li>➤ National Guard Bureau (CA)</li> <li>➤ Naval Facilities Engineering Command [NAVFAC] (San Diego)</li> <li>➤ Naval Supply Systems Command (San Diego)</li> <li>➤ Department of Education, CA</li> <li>➤ Department of Transportation, CA</li> <li>➤ County of San Monteo</li> </ul>
John Paul (Liaison Executive) has 6 years of experience handling critical accounts.	<ul style="list-style-type: none"> <li>➤ Department of Social &amp; Health Services, WA</li> <li>➤ Department of Labor &amp; Industries, Olympia, WA</li> <li>➤ Department of Transportation, Olympia, WA</li> <li>➤ Department of Employment Security, WA</li> </ul>
Ajay (Liaison Executive) possesses 8 years of experience managing multiple clients.	<ul style="list-style-type: none"> <li>➤ New York Port Authority, NY</li> <li>➤ Executive Office of the President, Washington DC</li> <li>➤ District of Columbia Government, Washington DC</li> </ul>





EXHIBIT A

	<ul style="list-style-type: none"> <li>➤ Internal Revenue Services, Washington DC</li> <li>➤ State of Arizona</li> <li>➤ State of Florida</li> </ul>
Marcus (Recruitment Manager) with 10+ years of progressive recruitment experience has exceptional skills to identify/select the right candidates meeting/exceeding client requirements.	<ul style="list-style-type: none"> <li>➤ Executive Office of the President</li> <li>➤ Naval Supply Systems Command</li> <li>➤ Naval Facilities Engineering Command [NAVFAC]</li> <li>➤ U.S. Army</li> <li>➤ National Guard Bureau</li> <li>➤ State of Washington</li> <li>➤ State of California</li> <li>➤ State of New York</li> <li>➤ Department of Education, State of Maine</li> </ul>

**2.4.1.3** Offeror shall provide a description of the firms size and organizational structure that includes number of years' experience in the IT Staffing and Recruiting business, areas of expertise, and special achievements;

Reply

**Management and Customer Relationship Team:**

Bara has executed similar type of contracts in the IT Staffing and Recruiting business with various Federal and State Government Agencies for the last 17 years. Bara has a dedicated team with experience and good understanding of Government contracts.

Bara's Business Manager and team of Liaison Executives is responsible to keep track of State's contract requirements. Bara's Liaison Executive will work very closely with the Procurement Department and Bara's on-site/off-site IT Staff.

Bara has a proven organizational structure and highly skilled management team to ensure that project requirements are supported. This approach includes providing:

- Clearly defined responsibilities to execute the project.
- Staff with multiple methods of communicating with Team members.
- Flexibility to expand contract staffing to meet the objectives of ITSAC contracts.

**Activities of the Key Team supporting the contract requirements:**

The following is the overview of team with key activities that to ensure uninterrupted, high quality performance and overall contract effectiveness:

Team	Roles	Activity Performed
Key Management	<ul style="list-style-type: none"> <li>➤ Business Manager</li> <li>➤ Liaison Executives</li> </ul>	<ul style="list-style-type: none"> <li>➤ Contract Management and execution</li> <li>➤ Quarterly meeting with State vendor management team</li> <li>➤ Monthly meeting with DIR Management/ DIR's Customers               <ul style="list-style-type: none"> <li>○ Meet DIR's customers to market ITSAC contract</li> <li>○ To understand future IT needs</li> <li>○ Gather feedback on performance of Bara's On-site staff</li> </ul> </li> <li>➤ Quarterly meetings with Purchase Department to monitor Contract Performance</li> <li>➤ Submit Monthly Compliance Reports</li> <li>➤ Weekly dashboard reports to Executive Management</li> </ul>
Back Office Staffing Operation Team	<ul style="list-style-type: none"> <li>➤ Recruitment Manager</li> <li>➤ Talent Operation Specialists</li> </ul>	<ul style="list-style-type: none"> <li>➤ Manage IT Staffing need of State requisitions</li> <li>➤ Write Synopsis of the State requisitions</li> <li>➤ Search suitable candidates</li> <li>➤ Format resumes as per State requirement</li> <li>➤ Screen candidates</li> </ul>



**EXHIBIT A**

Team	Roles	Activity Performed
Human Resource Management	➤ HR Executives	<ul style="list-style-type: none"> <li>➤ Collect periodic feedback of On-site staff working               <ul style="list-style-type: none"> <li>○ Create issue ticket and direct to respective department</li> <li>○ Monitor tickets and share updates to the concern staff</li> <li>○ Create a training request</li> </ul> </li> <li>➤ Send monthly updates of Bara news or any policy changes to On-site IT staff</li> <li>➤ Publish referral program</li> </ul>

**Areas of expertise**

Bara has expertise in areas including but not limited to following:

Technology	Skills Area
Web Technologies	Visual Studio 6.0/.NET, Visual Interdev, SQL Server, VBScript, Java/J2EE, Java Script, ASP.NET/ VB.NET/ADO.NET/C#, Domino/Notes, Transaction Server, ASP, ActiveX, Active Directory, Web Services, VC++
LAN/WAN/ IT Infrastructure	Cisco, Novell, Microsoft, Server security (NT/Windows2010, Active Directory), Network security (firewalls, intrusion detection, etc), Network protocols- TCP/IP, DHCP, DNS, WINS, SNMP, SMTP, NAT Performance monitoring concepts, tools & techniques Network Server, Windows 200x, HP-UX, Solaris, Linux, UNIX, SANS, EMC
Web Technologies	Visual Studio 6.0/.NET, Visual Interdev, SQL Server, VBScript, Java/J2EE, Java Script, ASP.NET/ VB.NET/ADO.NET/C#, Domino/Notes, Transaction Server, ASP, ActiveX, Active Directory, Web Services, VC++
Modeling	Rational Rose, UML, Erwin ERX
LAN/WAN/ IT Infrastructure	Cisco, Novell, Microsoft, Server security (NT/Windows2010, Active Directory), Network security (firewalls, intrusion detection, etc), Network protocols- TCP/IP, DHCP, DNS, WINS, SNMP, SMTP, NAT Performance monitoring concepts, tools & techniques Network Server, Windows 200x, HP-UX, Solaris, Linux, UNIX, SANS, EMC
OOP / OOD	C++, Java/J2EE, Java Swing/AWT, Applets, JavaScript/Jscript/VB Script, JSP/Servlets, EJB/JB
Business Analysis	IBM Rational Suite, DOORS, Clear Quest, iGraphics
Reporting	Crystal Report, MSSQL Reporting services, Data Dynamic Active Reports
Project Management	PMP certified, Project Management, Risk management, Resource planning, Cost Analysis,
Databases	Oracle, Sybase, Informix, MS-SQL Server, MySQL, DB2, Oracle Business Suite
Mainframe	IBM mainframe, z/OS, system utilities, COBOL 370, CICS, eCOBOL, ADABAS/Natural, Endeavor, RACF, N20, CA7, EOS, CA-ADSO, IBM/DB2 for OS390, COBOL/DC
Middleware	COM/DCOM/CORBA, EAI, MQ-Series, WEB Services, Tuxedo
Testing	Quick Test Pro, Load Runner, Win Runner, Test Director, Rational Robot, Rational Test Manager, Performance Studio, QA Run, QA Director
Data Warehouse	Informatica, Cognos, Business Objects, Brio, TERADATA
Desktop Support	Installing/configuring/troubleshooting PC hardware and peripherals and software

**EXHIBIT A**

**2.4.1.4 Offeror shall provide details of recruitments undertaken that are of similar nature based on the City’s Specifications**

Reply

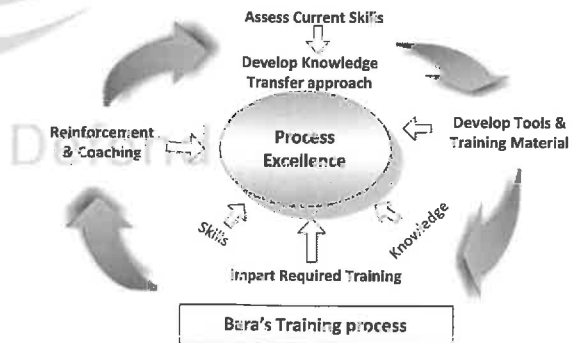
Details of recruitments undertaken which are of similar nature based on the City’s Specifications, are listed in below table:

#	Government Agencies	Count		
		2014	2015	2016
1.	Executive Office of the President	2	3	0
2.	Naval Supply Systems Command	2	9	1
3.	Naval Facilities Engineering Command [NAVFAC]	5	2	0
4.	U.S. Army Corps of Engineers	2	1	0
5.	US Army Reserve	5	9	0
6.	National Guard Bureau	7	11	1
7.	State of California	13	15	2
8.	State of Florida	0	5	0
9.	State of Arizona	4	2	1
10.	State of Washington	11	10	0
11.	State of New York	0	1	3
12.	County of San Monteo	0	0	1

**2.4.1.5 Offeror shall describe training in technology provided to their temporary candidate pool**

Reply

Bara encourages its consultants to undergo skill upgradation trainings. Bara encourages its temporary employees to get certifications by reimbursing the cost of certification. Bara’s employee training process is depicted in figure on the right. Our on the job training programs are designed to provide consultants with the skills and knowledge required to execute the complex projects.



Following is a list of training courses offered by Bara to its temporary employees.

Training Course Description	Training Provider	Duration (Days)
Data Structure implementation	In-House	1
.NET Framework	In-House	2
ASP.NET Advanced	In-House	2
Object Oriented Programming - C#	In-House	1



**EXHIBIT A**

<b>Training Course Description</b>	<b>Training Provider</b>	<b>Duration (Days)</b>
J2EE Architecture	In-House	2
MDA Approach	In-House	1
Design Patterns	In-House	2
Service Oriented Architecture	In-House	2
Project Management	External	5
CMMI Training	External	2
Advance Writing Skills	External	3
Six Sigma/TQM	External	2
Organization Behavior	External	2
Software Development Life Cycle- PowerRAD Approach	In-House	2
Enterprise Application Integration (MQ Series, Tibco)	In-House	2
J2EE Development (EJB, JSP, JDBC etc)	In-House	2
Application Servers (Weblogic, Websphere etc)	In-House	2
Consulting Skills	In-House	2
Application Testing/QA	In-House	2
Advanced concepts on COBOL, CICS, ADABAS, NATURAL	In-House	5
Database Administration (Oracle, MS SQL Server)	In-House	4

To effectively generate new ideas, consultants are trained in problem solving, including an ability to think "outside the box." A typical program includes how to identify problems, prioritize, analyze root causes, identify possible counter-measures, implement the solution, and check whether the solution actually works.

**2.4.2 METHOD OF APPROACH:**

**2.4.2.2** Offeror shall clearly provide their written understanding of the City's requirements, specifications, meeting the terms and conditions of the RFP and matching the proposed methods to accomplish the needs of the City

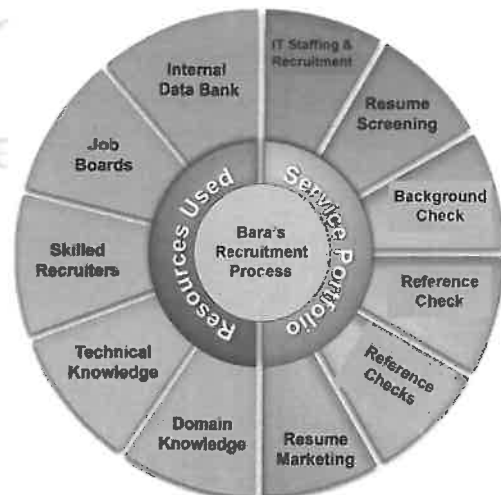
Reply

**Capabilities**

- Extensive IT Staffing & Recruitment experience
- Streamlined internal processes; and robust resume collection
- Sorting, tracking and search capabilities
- Dedicated / trained recruiting team
- Short turnaround time for Resume Submission

**Experience**

- Handled more than 3000 requirements.
- Submitted more than 7500 Resumes till date.
- More than 500 successful placements till date



Bara has extensive experience in providing IT staffing and technical recruitment services to various Federal/ State & Local Government agencies and Commercial clients. Bara consultants with over 1000 man years of experience have provided over 100 man years of services in Information



**EXHIBIT A**

Technology staff augmentation/ application development since 1998. Bara has an aggressive recruitment capability, ensuring our ability to quickly meet any contingencies and/or surge requirements. Our internal candidate database possesses more than 400,000 pre-screened candidate resumes, which are updated at regular intervals.

Bara's infrastructure is backed by a highly dedicated and result oriented professionals. With more than 50 highly skilled professionals, Bara provides full spectrum of technology services ranging from business and IT consulting, for managing IT projects. Bara ensures its commitment to satisfy all client requests by following these principles:

- Understanding the client's needs
- Verifying that staffing services meet client requirements
- Making provisions of quality assessment & training for accepting market challenges
- Monitoring, benchmarking and continuously improvising its business products and services, organization and employees' performance

Bara has a blend of technical and managerial resources with niche skills available to provide the client with high quality solutions from time to time. Bara's technical manpower has the experience of working on a variety of projects of varying degree of complexity and is constantly trained to maintain excellence.

**2.4.2.2 Offeror's shall provide a communication plan between key personnel and the City of Glendale**

Reply

Bara has a well-defined communication plan in-place with substantial flexibility in reporting and coordination to meet all the client requirements. Bara's Liaison Executive would be the single Point-of-Contact (POC) for all communication between Bara and City of Glendale and our Business Manager would serve as a back-up in case of unavailability of the liaison executive.

Bara's Business Manager and Liaison Executive are always available online and are telephonically accessible. If under any circumstances, he/she is unable to respond to a communication immediately, they will contact the client within two hours from the time, a communication is received from the City personnel. In addition, Bara's Liaison Executive will make bi-weekly/needs basis visits to the City of Glendale, with a focus on assessing your future IT recruitment requirements. Bara's liaison executive will collaborate with the Contracting Officers of the City of Glendale to provide uninterrupted services in an expedited manner.

Bara's Business Manager and the Liaison Executive are involved in executing sales, order processing and supporting customers, through-out the sales lifecycle. Bara's Business Manager and the Liaison Executive work in close contact with Top management and have the capacity to take on the spot decisions in case of any exigency. The Liaison Executives are supported by the back-office staff consisting of Accounts professionals for providing all accounting, payroll and invoicing requirements under the contract, Administration executives service all insurance, employee benefits and employee relationship requirements.

EXHIBIT A

2.4.2.3 Offeror shall describe method and approach for recruiting technical talent.

Reply

Bara has an aggressive recruiting capability, ensuring our ability to quickly meet any contingencies and/or surge requirements. Our internal candidate database houses more than 400,000 pre-screened candidate resumes and profiles, as illustrated in Figure on the right. Additionally, we have access to millions of additional candidates through subscriptions to all major internet resume databases. We actively explore other candidate resources, including print ads in newspapers and trade journals, job fairs, trade fairs, college fairs, college placement offices, alumni associations, website banner ads, professional user groups, trade associations and outplacement centers. We also have an extremely effective employee referral program. Due to the success of these programs, we are able to secure the most highly qualified candidates for customer’s positions by tapping into the passive job seeker market.

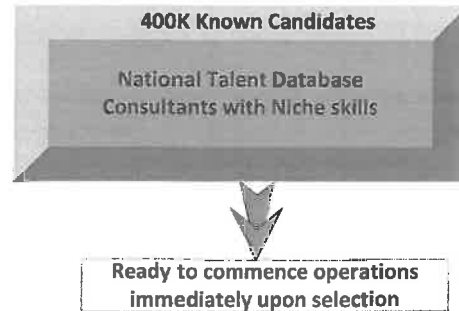


Figure: Our Consultant database houses 400K+ resumes of known, vetted candidates.

Staffing Approach

Bara offers a unique capability to rapidly and effectively respond to planned or unforeseen “spikes” in client requirements. Recognizing that customer’s business environment may necessitate rapid adjustment of plans; our Personnel Management system is fully capable of meeting both anticipated and unanticipated surges in requirements. A high-level overview of our Sourcing Approach is shown below in Figure3.

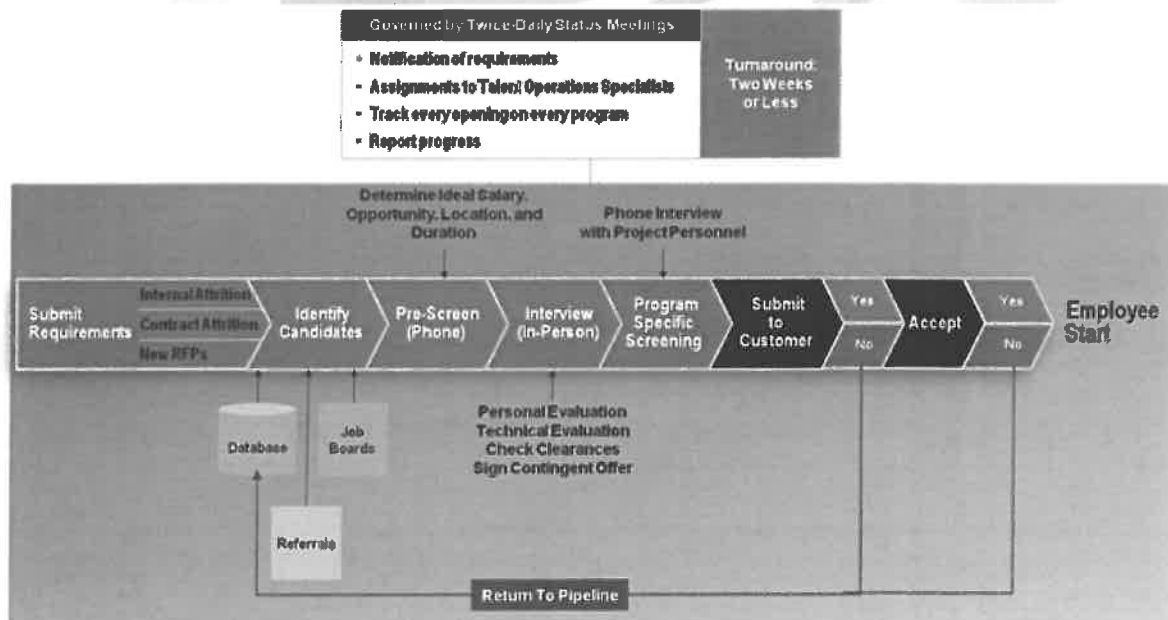


Figure 3 – Our Talent Operations process ensures an average turnaround of two weeks or less for candidate identification.

When evaluating potential employees, Bara closely screens candidates for their skill sets, communication abilities, education, accomplishments, and the candidate’s interest in providing specific services as required by the client’s program requirements, as well as their ability to work



**EXHIBIT A**

as team players. All this ensures that only the most highly qualified candidates, with verified records of accomplishment, will be proposed for placement on the program.

If resources are not available internally, we respond by hiring new staff, outside consultants, or adding additional subcontractors.

We continually make significant investments in our applicant tracking software, recruiting software, and other tools we use to our customers' benefit.

**Web-based Recruitment System** – Bara maintains a robust, proprietary Recruitment system, which is currently populated with over **400,000+ current candidate resumes** and profiles. This software allows our Talent Operation Specialists (TOSs) to identify a large pool of potential candidates and then quickly narrow that pool down to the candidates that best match our customer's requirements. Here are some of the features built in to our system that allows our TOSs to deliver results to our customers on time:

- **Web-based System:** Our web based software allows entire TOSs nationwide to interact with our customer requirements and Sub-contractor/partner companies in real time. Sub-contractor partner companies have the option to submit their candidates online, which in-turn are delivered to the TOS's desktop.
- **Automated Agents:** Agents are set up within the online system that constantly search both our internal database as well as external database systems for candidates with skills that match the needs required on our most important programs. Once the agent identifies a candidate, it is delivered to the TOS's desktop.
- **Skills Inventories:** Each candidate within our system has a detailed skills inventory associated with their profile. Our software parses this information directly from candidate resumes into the database. We are then able to match candidate's skills directly with the skills required by the client's job requirements.
- **Automated Postings:** As we enter client job requirements into our system, they are automatically posted to the internet for potential job seekers with the click of a button.
- **Instant Communication:** Our system is equipped with a feature that allows our TOSs to do a broad or narrow search and then instantly contact each candidate with a personalized email.



Figure 4 - Bara's Talent Acquisition Model

**Job Boards** –Bara also uses Intelligence Careers, major news publications, and numerous other industry and skill-specific databases to advertise our open positions locally and/or nationally. All jobs are posted on our web site where job seekers can actually register and submit their resumes on-line.

2.4.2.4 Offeror shall describe how a candidate's technical skills are identified, assessed and validated

Reply

Bara has adopted and fully supports a formal and continuing program of review, evaluation and modification of our operations at all levels to ensure the highest quality services for our customers. In fact, Bara's key to success is the Quality Process followed in hiring consultants. A web-based recruitment management solution has been implemented and all the recruiters use this application to ensure that quality process is followed consistently to satisfy all the client's requests:

Phase 1: Resume Identification

Bara's RMT (*Resume Miners Team*) team checks each resume as per client's Requirement, before passing that resume to the Technical Recruiters.

Phase 2: Prescreening



EXHIBIT A

- Execute a comprehensive prescreen that confirms motivation, salary, skill level, clearance, and potential team fit, discuss salary
- Provide company overview and explain benefits
- Evaluate aptitude by discussing team scenarios

Phase 3: Technical Skills Evaluation

- Conduct detail technical interviews based upon client's requirement.
- Check effective communication, creativity, analytical thinking.
- Prepare the feedback form by filling results of the interview.

Phase 4: Reference Verification

- Every consultant is required to provide at least three professional references,
- References are cross checked by our recruiters prior to submitting the candidate to the client.

Phase 5: Criminal and background Check

- Bara can performs the criminal and background check if required by the client.

2.4.2.5 Offeror shall describe types of testing conducted and screening processes used, prior to selecting a candidate in their temporary staff pool

Reply

BARA administers a comprehensive screening process of personnel - from initial contact to in-person interviews, reference checks, through placement with a client. The screening process also includes steps taken to uncover any drug and criminal problems or history. The elements of screening candidates used at BARA, include:

- Face-to-Face interview
- Technical in-person interview
- TeckChek (Technical Proficiency Profile Testing)
- Background and Reference Checks
- Drug and Alcohol Screening
- Criminal Background (Local, State and National)
- Credit Reports
- Educational Background Check
- Character Reference Check

In addition, if the candidate has worked at the client site in the past, we will get a reference from the previous manager to insure that the consultant's performance was satisfactory and that the manager would recommend the candidate for another opportunity with the client. The project is the priority and staffing the work with the right personnel is the way to a successful completion.

2.4.2.6 Offeror shall describe their method of approach to tracking temporary staff attendance

Reply

Bara has a well-defined leave policy/approval mechanism in place to be followed by the staff. Bara has implemented an online Leave Management and Attendance (LMA system) tracking software. Casual Leave requires prior approval of the authority over email at least 3 days in advance. In case of exceptional circumstances, when an employee cannot seek prior permission, he/she should inform the reporting supervisor as soon as possible. The leave application, in such cases, must be submitted by the employee immediately on





EXHIBIT A

returning for duty. In the case of sick leave, information is given to the reporting supervisor on the first available opportunity by the staff on telephone or through messenger.

Bara's Local team lead in consultation with the City supervisor approve the employee's leave request on the basis of workload and the critical tasks pending if any. Automated weekly/monthly time-sheets data generated by the LMA system is sent to the reporting supervisor, which is automatically reflected in the payroll system upon approval of the supervisor.

2.4.2.7 Offeror shall describe the communication process used to notify the City of an assigned temporary staff's absence

Reply

Bara has implemented an online Leave Management and Attendance (LMA system) tracking software. Once, an employee applies for a leave online in the LMA system, an auto-generated email approval request is sent to the Client's supervisor/Project manager.

Upon online approval of the leave request, the same is automatically reflected in the payroll system.

**2.4.3 Capacity of offeror - Knowledge of Phoenix Market:**

2.4.3.1 Offeror shall provide three (3) recent (within the last 3 years) client/customer references from organizations of similar size and scope to the City for the services described herein. Include:

- 2.4.3.1.1 Name of Organization
- 2.4.3.1.2 Contact Name and Title
- 2.4.3.1.3 Service dates
- 2.4.3.1.4 Number of temporary positions filled
- 2.4.3.1.5 Number of recruitments conducted and positions filled

Reply

Bara's references are placed below:

Past Performance Reference #1

<b>Name Contracting Agency</b>	Federal Solutions Group, Inc., San Ramon, CA		
<b>Contract Number</b>	FSG-1077-R-13	<b>Contract Type</b>	FFP
<b>Lead Contracting Officer (Name, Phone and Email)</b>	Selina Singh, Email: selina.singh@thefsgi.com, Phone Number: (510) 775-9068		
<b>Periods of Performance (including and options)</b>	June01, 2011 – May31, 2015		
<b>Project Title</b>	I.T and Administrative Staffing Support Services		
	<ul style="list-style-type: none"> <li>• Size: \$ 3.2 M for 3 years.</li> <li>• Personnel: 22</li> <li>• Number of recruitments conducted: 34</li> <li>• Complexity: Current support to various departments at two states including San Ramon, CA.</li> </ul>		



EXHIBIT A

**Categories:** The categories covered under this contract are IT technician, Security Analyst, Lead Systems Administrator, Security Administrator, Programmer Analyst, Systems Administrator, Network Engineer, Database Administrator, Network Engineer and Project Manager.

Past Performance Reference #11

<b>Name Contracting Agency</b>	Naval Facilities Engineering Command [NAVFAC] Southeast		
<b>Contract Number</b>	N00178-09-D-5677 JM01,02,03,04,06,07,08	<b>Contract Type</b>	FFP
<b>Lead Contracting Officer (Name, Phone and Email)</b>	Ms. Dawn M. Brown; 904-542-6156,dawn.m.brown@navy.mil		
<b>Periods of Performance (including and options)</b>	19 Dec 2008 – 04 April 2014		
<b>Project Title</b>	Professional Support Services		
	<ul style="list-style-type: none"> <li>• Size: Seaport Contract Value: \$580M &amp; Task Orders Value: \$2,773,971.50.</li> <li>• Personnel: 34</li> <li>• Number of recruitments conducted: 41</li> </ul>		
	Complexity: Nationwide contract with current support at 4 different locations including Jacksonville FL, Key West FL, Corpus Christi TX and Kingsville TX		
	<p><b>Categories:</b></p> <ul style="list-style-type: none"> <li>• Network Engineer</li> <li>• Control System Engineer</li> <li>• Systems Analyst</li> <li>• General Clerk</li> <li>• Project Manager</li> <li>• Instructor/facilitator</li> <li>• Data Entry</li> <li>• Order Clerk</li> <li>• Accountant</li> </ul>		
	<p>Bara has a 8 (eight) years long Nationwide Seaport-e IDIQ MAC contract N00178-09-D-5677 with US Navy of total ceiling value of \$580M. Our team continues to build and has a proven record of providing exceptional Administrative and Technical support services to the Department of Navy NAVFAC SE, Jacksonville, FL under various task orders issued under the IDIQ Contract. Bara had received total of 8 task orders from NAVFAC SE under this Nationwide Seaport-e Contract and is currently serving 4 different locations including Jacksonville FL, Key West FL, Corpus Christi TX and Kingsville TX. Each task order is issued with a very specific scope of requesting administrative and technical support services. Bara's selected team members for each functional area are providing administrative and technical support in terms of efficiency and compliance and are routinely accomplishing with experienced and mature professionalism. The team members literally have to transfer their administrative skills to meet very special task requirements unique to that functional area.</p>		



Past Performance Reference #III

<b>Name Contracting Agency</b>	Eagle Solutions Group, Inc.		
<b>Contract Number</b>	EAG-20-L-14E	<b>Contract Type</b>	FFP
<b>Lead Contracting Officer</b>	Brad Johnson, 925-875-9926, brad.johnson@eaglesolinc.com		
<b>Periods of Performance (including and options)</b>	May15, 2011 - May14,2016		
<b>Project Title</b>	Technical Staff Augmentation		
	<ul style="list-style-type: none"> <li>• Size: \$ 4.5 M for 3 years.</li> <li>• Personnel: 28</li> <li>• Number of recruitments conducted: 37</li> <li>• Complexity: Current support to various departments at two states including San Diego, CA</li> </ul>		
	<p><b>Categories:</b> The categories covered under this contract are Systems Administrator, Systems Analyst, Network Engineer, and Control System Engineer.</p>		

2.4.3.2 Offeror shall describe their knowledge of the Phoenix market

Reply

Bara has a blend of technical and managerial resources with niche skills available nationally and in Phoenix to provide the client with high quality solutions from time to time. Bara's technical manpower has the experience of working on a variety of projects of varying degree of complexity and is constantly trained to maintain excellence.

Bara is strongly positioned to service the staffing requirements under this MSA, backed with:

- Bara's in-house team of available highly skilled consultants nationwide coupled with local candidates and independent consultants.
- Bara's ability to recruit qualified consultants and deliver to the client within 1-5 days of time period
- Team of Talent Operation Specialists (TOSs), a strong staffing approach
- Web-based Recruitment system for automated operations.

2.4.3.3 Offeror shall describe their turnover rate of temporary assignment employees and retention rate for recruitments

Reply

Bara has a well-defined retention policy in place, which is reflected in our approach to retain the best staff with retention rate almost touching 90% Year on Year (YOY) basis. We recruit the best people, pay them fairly, challenge them technically, and provide them competitive fringe benefits. We are committed to the principle that our staff is the most critical asset to our successful business performance. Bara values its employees and understands that the people coupled-with dynamic business processes bring business and happy customers. During transition period in between jobs, Bara encourages its consultants to undergo free of cost skill upgradation trainings. Bara's employee training process is depicted in figure on the right. Our on the job training programs are designed to provide consultants with the skills and knowledge required to execute the complex



EXHIBIT A

projects. Bara has successfully managed to reemploy its employees after closure/ completion of a contract, with many employees working for more than a decade.

Bara’s turnover rate of as low as 10% has enabled us to keep a check on our organizational development costs including separation costs, hiring costs, rehiring costs, training costs, and retraining costs.

**2.4.4 Placement Guarantee:**

Offeror shall describe their placement guarantee

2.4.4.2 Offeror shall describe their process to address a situation where the City is not satisfied with the temporary staff placed

Reply

Although it rarely happens but in case the client is not satisfied with the temporary staff placed, Bara immediately replaces the existing employee with a new candidate. Bara does not charge to the client for the period for which the outgoing employee has worked with the client or up-to 60 days from the date of joining (whichever is less).

2.4.4.3 Offeror shall describe their process and replacement policy to address a situation where a temporary staff position leaves prior to the end of the assignment

Reply

If a situation arises where a temporary staff position leaves prior to the end of the assignment, the Liaison Executive takes immediate action upon getting input from the client. The request is forwarded to the Recruiting team and Bara immediately replaces the existent employee, and ensures smooth transitioning for new employee.

Following steps will be initiated in case the City is not satisfied with the staff placed:

- Provide replacement candidate to the client with in two business days.
- Facilitate client interview and joining process of new candidate.
- Execute proper hand-over/take-over from the outgoing consultant to the new candidate
- Provide Knowledge Transfer (KT) to the new candidate to avoid delay in project schedule.

The outgoing consultant prior to leaving the client has to fulfill exit criteria and return the client’s property. The outgoing consultant reports to the Bara Business Manager and fulfills all exit related formalities.

Bara’s backup pool with strong technical manpower has the experience of working on a variety of projects of varying degree of complexity and is constantly trained to maintain excellence. These resources also serve as offsite support to on-site consultants, should they require help in any domain. Bara satisfies customer needs and expectations by providing the Right People at the Right Time, at the Right Place.

- |                          |                         |
|--------------------------|-------------------------|
| • Job aids               | • Double fills          |
| • Process Documentation  | • Mentoring             |
| • Best practices sharing | • Job Rotation          |
| • Job shadowing          | • Document Repositories |
|                          | • On-Job Training       |

**Bara’s Knowledge Transfer approach**



**SOLICITATION NUMBER:** 16-42

**DESCRIPTION:** Technical Recruiting and Staffing

**DUE DATE AND TIME:** July 12, 2016 at 2:00 PM (Local Time)

**Best and Final Offers (BAFO) must be submitted in a sealed envelope with the Solicitation Number, Description and the Due Date clearly labeled, as cited above.** Also included shall be the Offeror's name and address clearly indicated on the envelope. **For the purposes of this solicitation, Best and Final Offers may be submitted via email.** Please submit your response to: Connie Schneider [CSchneider@glendaleaz.com](mailto:CSchneider@glendaleaz.com).

Best and Final Offers must be in the actual possession of Materials Management on or prior to the time and date, and at the location indicated. Materials Management is located on the third (3<sup>rd</sup>) floor of the Glendale Municipal Office Complex (City Hall), 5850 West Glendale Avenue, Suite 317, Glendale, Arizona, 85301.

Best and Final Offers are accepted at the Engineering Department's front counter between the hours of 8:00 AM and 5:00 PM, Monday through Friday unless otherwise indicated for a Holiday. The Best and Final Offer submittals will be time stamped at the Engineering Department's front counter.

**BEST AND FINAL OFFEROR INFORMATION:**

<u>Kabir Dargan</u> Authorized Signature	<u>Bara Infoware, Inc.</u> Company's Legal Name
<u>Kabir Dargan</u> Printed Name	<u>4115, Blackhawk Plaza Circle Suite #100</u> Address
<u>Business Development Manager</u> Title	<u>Danville CA 94506</u> City, State & Zip Code
<u>925-790-0130 Extension: 23</u> Telephone Number	<u>925-399-4427</u> FAX Number
<u>07/08/2016</u> Date	<u>kabir.dargan@barainfo.com</u> E-mail Address

**EXHIBIT B**  
**TECHNICAL RECRUITING & STAFFING**  
**COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

Temporary Technical Staff Positions: Bara Infoware Inc. shall charge the City 10% on top of the candidate's hourly rate as reflective on the attached Exhibit B.

Direct Hire: Bara Infoware, Inc. shall charge the City a 4% fee for Direct Hire staff. Exact percentages are reflected on the attached Exhibit B.

**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 \$300,000 for the entire Contract Term including extensions.

**DETAILED PROJECT COMPENSATION**

The City may use this Contract to fill certain IT positions across all departments. The attached Exhibit B provides additional information for how the direct hire and temporary technical staffing positions will be calculated.

**2.3.3 PRICE SHEET****5.1 DIRECT HIRE**

<b>#</b>	<b>Technical Job Title</b>	<b>Approximate Phoenix Market Annual Salary</b>	<b>Rate (*Percentage Charged to City)</b>	<b>Current Candidate Pool Available</b>
1.	Systems Analyst	163200	4%	37
2.	Systems Administrator	163200	4%	41
3.	Network Engineer	134400	4%	34
4.	Database Administrator	134400	4%	28
5.	Network Engineer (SCADA Experienced)	163200	4%	15
6.	Control System Engineer	182400	4%	13

## 5.2 TEMPORARY TECHNICAL STAFF

#	Technical Job Title	Technical Job Description	Able to provide candidate within (x) days of request	Candidate's Hourly Rate (A)	Contractor Mark-up charged to the City (B)	Total Hourly Rate Charged to the City (A x B)
1.	Systems Analyst	<ul style="list-style-type: none"> <li>• Defines application problem by conferring with clients; evaluating procedures and processes.</li> <li>• Develops solution by preparing and evaluating alternative workflow solutions.</li> <li>• Controls solution by establishing specifications; coordinating production with programmers.</li> </ul>	5	85	10%	93.5
2.	Systems Administrator	<ul style="list-style-type: none"> <li>• Computer Systems Maintenance</li> <li>• Operations &amp; Support</li> </ul>	5	85	10%	93.5
3.	Network Engineer	<ul style="list-style-type: none"> <li>• Support LANs, WANs, network segments, Internet, and intranet systems.</li> <li>• Ensure design of system allows all components to work properly together.</li> <li>• Troubleshoot problems reported by users.</li> <li>• Make recommendations for future upgrades.</li> <li>• Maintain network and system security.</li> </ul>	5	70	10%	77
4.	Database Administrator	<ul style="list-style-type: none"> <li>• Identifies database requirements by interviewing customers; analyzing department applications, programming, and operations; evaluating existing systems and designing proposed systems.</li> <li>• Recommends solutions by defining database physical structure and functional capabilities, database security, data back-up, and recovery specifications.</li> <li>• Installs revised or new systems by proposing specifications and flowcharts; recommending optimum access techniques; coordinating installation requirements.</li> <li>• Maintains database performance by calculating optimum values for database parameters; implementing new releases; completing maintenance requirements;</li> </ul>	5	70	10%	77



		evaluating computer operating systems and hardware products.				
5.	<b>Network Engineer (SCADA Experienced)</b>	<ul style="list-style-type: none"> <li>• Design, document, implement and maintain essential SCADA and control systems and components for distribution networks.</li> <li>• Provide appropriate and timely technical advice on matters relating to SCADA and control systems.</li> <li>• Install SCADA sensors, wiring, circuit breakers, over-current protection, isolators, terminal blocks, and network switches.</li> <li>• Assist with preparing cost estimates, budgets, and contracts for consultants.</li> </ul>	5	85	10%	93.5
6.	<b>Control System Engineer</b>	<ul style="list-style-type: none"> <li>• Design, analysis and optimization of feedback control systems for automotive powertrain systems, including hybrid and electric drive systems.</li> <li>• Implement control algorithms in embedded system controllers in accordance with applicable standards.</li> <li>• Verify and validate code at SIL and HIL levels.</li> <li>• Create and implement calibration and test plans.</li> <li>• Analysis and specification of electro-mechanical and electro-hydraulic actuators.</li> <li>• Confer with engineers and other personnel to implement operating procedures, resolve system malfunctions, and provide technical information.</li> <li>• Research and analyze customer design proposals, specifications, manuals, and other data to evaluate the feasibility, cost, and maintenance requirements of designs or applications.</li> </ul>	5	95	10%	104.5

**5.3 PAYMENT** The Contractor shall provide monthly statements of itemized services. Payment will be reviewed and approved by the Contract Administrator or designee.

**5.4 TAX AMOUNT** Do not include any use tax or federal tax in your proposal. The City is exempt from the payment of federal excise tax and will add use tax as applicable.

**OFFEROR NAME:** Bara Infoware, Inc.

**EXHIBIT C**  
**TECHNICAL RECRUITING & STAFFING**  
**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.



## Legislation Description

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**File #: 16-503, Version: 1**

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**AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH DATAMANUSA, LLC, FOR TECHNICAL RECRUITING AND STAFFING SERVICES**

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

**Purpose and Recommended Action**

This is a request for City Council to approve and direct the City Manager to enter into an agreement with DatamanUSA, LLC, for Technical Recruiting and Staffing Services for one (1) year and authorizing the City Manager the option to extend the term of this agreement four (4) additional years in one (1) year increments.

**Background**

Over the past several years the city has successfully utilized a technical recruiting and staffing firm to assist us in recruiting for highly technical and specialized positions. As our technology needs to grow and change, it is in the best interest of the City to have several firms on contract that can compete for the City's business on an as needed basis. Therefore, the Human Resources & Risk Management Department in conjunction with the Innovation & Technology Department has solicited proposals from staffing firms to provide technical recruiting and staffing services. The goal is to have a group of qualified firms that specialize in technical recruiting and staffing that are capable of providing a selection of candidates who are qualified in a variety of information technology positions and also have the ability to provide temporary technology staff on an as-needed basis. In May 2016, we began the RFP process. An evaluation committee comprised of employees from Human Resources & Risk Management and Innovation & Technology reviewed the proposals for technical recruiting and staffing services. DatamanUSA, Inc. was ultimately selected as one of six vendors that best matched the needs of the city.

**Analysis**

Information Technology positions can be very difficult to fill due to a shortage of qualified individuals in the market and the technical skills and certifications required. Many times the positions remain vacant for month's which makes it difficult for the Innovation & Technology department to provide services to the organization. Over the past few years, the city has utilized the services of a technical recruiting and staffing firm to fill a variety of difficult regular status technology positions such as Systems Analyst, Systems Administrator, Database Administrator and Network Engineer.

We utilize these recruiting and staffing firms to assist us in the recruiting process by helping to source viable candidates when we are having difficulty sourcing qualified candidates through our normal recruitment process.

The Innovation & Technology department also occasionally needs to source highly qualified temporary

technical assistance in the areas of PeopleSoft, Police Department systems, sales tax and Water Services systems. These firms are invaluable in providing qualified technical temporary assistance and they have the ability to test and confirm these skills as well.

**Community Benefit/Public Involvement**

The ability to recruit a highly skilled and qualified workforce insures quality services for the betterment of our community.

**Budget and Financial Impacts**

The fee for utilizing a recruiting firm is only paid if we select a candidate that was provided through the recruiting firm and will be 11% of the candidate’s annual salary upon hire with the city. The hourly rate the city pays for technical temporary staffing is outlined in Exhibit B of this agreement. The hourly rate varies by job function and skill level. Due to these services only being required on an as-needed basis, we have estimated the annual cost of these services to be \$60,000 per year but will not exceed \$300,000 for the entire term of this agreement.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$60,000</b>	<b>2591-18402-518200, Professional &amp; Contractual</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**AGREEMENT FOR  
TECHNICAL RECRUITING & STAFFING  
City of Glendale Solicitation No. RFP 16-42**

This Agreement for Technical Recruiting & Staffing Services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and DatamanUSA, LLC, a Colorado corporation, authorized to do business in Arizona, (the "Contractor"), as of the \_\_\_\_ day of \_\_\_\_\_, 2016.

**RECITALS**

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. RFP 16-42 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

**AGREEMENT**

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

**1. Key Personnel; Sub-contractors.**

- 1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.
- 1.2 Project Team.
  - a. Project Manager.
    - (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
    - (2) The City must approve the designated Project Manager; and
    - (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.
  - b. Project Team.
    - (1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
    - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.
  - c. Discharge, Reassign, Replacement.
    - (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

- (2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.
- (3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

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

2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

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

3.2 Licensing. Contractor warrants that:

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

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

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

3.4 Coordination: Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. **Ownership.** Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
  - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
  - (2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. **Delivery.** Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. **City Use.**
  - (1) City may reuse the Work Product at its sole discretion.
  - (2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
  - (3) In such case, City shall also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$300,000 for the entire contract Term, as specifically detailed in **Exhibit B** (the "Compensation").

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

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



the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

## 5. **Billings and Payment.**

### 5.1 Applications.

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

### 5.2 Payment.

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

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

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

## 6. **Termination.**

### 6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 30 days following the date of delivery.

- a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

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

- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$1,000,000 or the amount of this Agreement, whichever is greater.

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

8. **Insurance.**

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

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

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

## 8.2 Sub-contractors.

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

## 8.3 Indemnification.

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

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

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

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

11. **Notices.**

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

- a. The Notice is in writing; and
- b. Delivered in person or by 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.

11.2 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:

DatamanUSA, LLC  
c/o Nidhi Saxena  
6890 Tucson Way, Suite 100  
Centennial, CO 80112  
(720)248-3110  
Contact@datamanusa.com

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

City of Glendale  
c/o Connie Schneider  
5850 W Glendale Avenue, Suite 317  
Glendale, Arizona 85301  
623-930-2868

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.

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

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

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

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. 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.

13.2 Interpretation.

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

- 13.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.
- 13.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.
- 13.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 13.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.
- 13.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.
14. **Term.** The term of this Agreement commences upon the effective date and continues for a one (1)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four (4) years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and any such price adjustment will be a determining factor for any renewal. There are no automatic renewals of this Agreement.
15. **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.
16. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.
- |           |                    |
|-----------|--------------------|
| Exhibit A | Project            |
| Exhibit B | Compensation       |
| 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

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By: Kevin R. Phelps  
Its: City Manager

ATTEST:

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Julie K. Bower  
City Clerk (SEAL)

APPROVED AS TO FORM:

---

Michael D. Bailey  
City Attorney

DatamanUSA LLC,  
an Colorado corporation

*Nidhi Saxena*  
By: NIDHI SAXENA  
Its: President

**EXHIBIT A**  
**TECHNICAL RECRUITING & STAFFING**  
**PROJECT**

DatamanUSA, LLC shall provide technical recruiting and staffing services as described on the attached Exhibit A.





# CITY OF GLENDALE MATERIALS MANAGEMENT REQUEST FOR PROPOSAL

**SOLICITATION NUMBER:** RFP 16-42

**DESCRIPTION:** TECHNICAL RECRUITING & STAFFING

**PUBLISHED DATE:** APRIL 14, 2016

**OFFER DUE DATE AND TIME:** MAY 3, 2016, 2:00pm local time

**PRE-OFFER CONFERENCE:** APRIL 21, 2016 AT 2:00 PM  
The pre-offer conference will be held at City of Glendale, 5850 W. Glendale Avenue – Municipal Building, Third Floor, Conference Room 3A, Glendale, AZ 85301  
Attendance is not required.

**SUBMITTAL LOCATION:** City of Glendale  
Materials Management  
5850 West Glendale Avenue, Suite 317  
Glendale, Arizona 85301


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

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


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

**OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.**

For questions regarding this solicitation contact:  
**Connie Schneider, C.P.M.**  
**Purchasing - Materials Management Division**  
5850 W Glendale Av., Suite 317  
Glendale, AZ 85301  
623-930-2868  
[CSchneider@glendaleaz.com](mailto:CSchneider@glendaleaz.com)

	<b>City of Glendale</b> <b>Materials Management</b> <b>Solicitation Number: RFP 16-42</b> <b>TECHNICAL RECRUITING &amp; STAFFING</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>
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## 1.0 SPECIFICATIONS

### 1.1 INTRODUCTION

The City of Glendale (City) is soliciting Requests for Proposals from qualified firms or individuals (Recruiter/Contractor) to provide technical recruiting and staffing services as described within this solicitation. The goal of the City is to have a group of qualified firms that specialize in technical recruiting and staffing. All shall be capable of providing a selection of candidates who are qualified in a variety of information technology positions on an as-needed basis.

The Information Technology (IT) group supports over 1900 users and 29 locations across the City. IT is responsible for providing Service Desk, telecommunications, application, server, and network support.

### 1.2 SCOPE OF SERVICES


#### 1.2.1 **MINIMUM QUALIFICATIONS/REQUIREMENTS:** Recruiter shall:

- 1.2.1.1 Specialize in information technology staffing services including temporary placements;
- 1.2.1.2 Use proven testing and screening procedures to validate candidates' technical competency;
- 1.2.1.3 Conduct criminal background checks and conduct behavioral screening to validate candidates' suitability for employment;
- 1.2.1.4 Perform reference checks in advance;
- 1.2.1.5 Be able to obtain and/or retain a sufficient pool of qualified IT candidates to meet the City's needs;
- 1.2.1.6 Provide the City with a single point of contact for the management of services stated herein;
- 1.2.1.7 Ensure qualified candidates will follow the City's technical policies and procedures including change control and system documentation requirements; and,
- 1.2.1.8 Provide a placement guarantee for all candidates recruited.

#### 1.2.2 **RECRUITMENT REQUIREMENTS:**

Occasionally, the City may need assistance in the recruitment for technical positions. The City may request recruitment services from multiple recruiters for the same position. A sampling of the highly sought after positions that may be required by the City include but are not limited to the following:

- Systems Analyst
- Systems Administrator
- Network Engineer

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- Database Administrator
- Network Engineer (SCADA experienced)
- Control System Engineer


**1.2.2.1 Hiring Process** - While the City may make changes to this process, the typical hiring process is as follows:

**1.2.2.1.1 Identifying Candidates**

- a) City will provide the recruiters with the job description of the position being recruited for which includes minimum qualifications, special requirements, and certifications required;
- b) Candidates must meet the minimum qualifications of the position in order to be considered;
- c) Recruiter shall provide the City with list of qualified candidates;
- d) Recruiter shall conduct recruitment;
- e) City will review resumes from recruiters;
- f) City will identify candidate(s) from Recruiter's list of qualified candidates to interview;
- g) City will conduct phone interview with identified candidates
- h) City will conduct in-person/Skype interviews with candidate(s) from phone interview(s) that the city determines are most qualified;
- i) At times, multiple interviews may be requested;

**1.2.2.1.2 Upon Identification of Top Candidate:**

- a) Recruiter shall conduct reference checks using the city's required Reference Check form, which is currently in paper format;
- b) Recruiter shall ensure the candidate completes the City's job application;
- c) Recruiter shall submit completed reference checks and completed application and resume to the Human Resource contact;
- d) The City's Human Resources Department will review the information and will contact the recruiter with a salary offer;
- e) If the candidate accepts position, a conditional offer letter will be prepared by Human Resources and a start date identified;
- f) All job offers are contingent upon successful completion of the City's own background check.

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### 1.2.3 **SELECTED CANDIDATE:**

#### 1.2.3.1 **Recruitment Fees:**


- a) The City shall not pay the direct hire recruitment fee until 30 days after the candidate's first day of work.
- b) City requires that the recruiters assist the City in identifying a new candidate at no cost if the original candidate is released from the City within 60 days of the first day of work.

#### 1.2.3.2 **Temp-to-Hire:**

- a) The City may at its option, hire temporary or temp-to-hire technical staff in the event of there being an immediate need to fill a position.
- b) Should the City convert a temp-to-hire candidate to a full time City employee, notice shall be provided to the Contractor 30 days prior to the conversion.

#### 1.2.3.3 **Background Checks:**

- a) Direct hire technical positions funded by the City's Police Department must complete an in depth background check.
- b) Once a direct hire candidate has been identified, he/she will be given a conditional job offer that is contingent upon the successful completion of the background check performed by the City;
- c) The direct hire candidate will complete a background packet, which will be submitted to the Police Department so the background check can be conducted.
- d) A polygraph test may or may not be required and the determination will be made by the Glendale Police Department.
- e) Upon successful completion of the background check, a start date for the candidate will be identified.
- f) Temporary staff shall have undergone a background check conducted by the Recruiter including E-Verify.
- g) The City reserves the right to conduct a fingerprint background check for all new direct hires and for temporary placements if deemed necessary.

	<b>City of Glendale</b> <b>Materials Management</b> <b>Solicitation Number: RFP 16-42</b> <b>TECHNICAL RECRUITING &amp; STAFFING</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>
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## 2. SPECIAL INSTRUCTIONS

### 2.1 PRE-OFFER CONFERENCE

**2.1.1** A Pre-Offer Conference will be held on **April 21, 2016 2:00 P.M, Arizona Time, located at 5850 W. Glendale Avenue, Room 3A**. Attendance is not required. Copies of the Request for Proposal (RFP) will NOT be available.

**2.1.2** The purpose of the conference will be to clarify the contents of the solicitation in order to prevent any misunderstanding of the City of Glendale's position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to the City at the conference. The City will determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation.

**2.2 RETURN OF OFFER** The Offeror shall submit three (3) hardcopies marked as "Copies". The offeror shall submit a complete proposal on a CD or flash drive as one file folder. The folder shall be identified as "RFP 16-xx – 'Original - Name of Offeror.'" (For example: RFP 16-xx – Original - ABC Company.)

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

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


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

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

**2.3.1 COVER SHEET**

**2.3.2 OFFER SHEET, Section 5.0**

**2.3.3 PRICE SHEET, Section 6**

	<b>City of Glendale</b> <b>Materials Management</b> <b>Solicitation Number: RFP 16-42</b> <b>TECHNICAL RECRUITING &amp; STAFFING</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>
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**2.3.4 ADDENDUM, Return all addenda (if applicable).**

**2.3.5 SUBMISSION REQUIREMENTS, Section 2.4 (written narrative)**

## **2.4 SUBMISSION REQUIREMENTS**

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

### **2.4.1 EXPERIENCE AND QUALIFICATIONS**

**2.4.1.1** Offeror's proposal should include:

- Company profile that details company history;
- Organization chart;
- Business locations; and
- Number of years in business.

**2.4.1.2** Offeror shall provide names and years' of experience of key personnel;


**2.4.1.3** Offeror shall provide a description of the firms size and organizational structure that includes number of years' experience in the IT Staffing and Recruiting business, areas of expertise, and special achievements;

**2.4.1.4** Offeror shall provide details of recruitments undertaken that are of similar nature based on the City's Specifications;

**2.4.1.5** Offeror shall describe training in technology provided to their temporary candidate pool;

### **2.4.2 METHOD OF APPROACH**

**2.4.2.1** Offeror shall clearly provide their written understanding of the City's requirements, specifications, meeting the terms and conditions of the RFP and matching the proposed methods to accomplish the needs of the City;

	<b>City of Glendale</b> <b>Materials Management</b> <b>Solicitation Number: RFP 16-42</b> <b>TECHNICAL RECRUITING &amp; STAFFING</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>
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- 2.4.2.2 Offeror's shall provide a communication plan between key personnel and the City of Glendale;
- 2.4.2.3 Offeror shall describe method and approach for recruiting technical talent;
- 2.4.2.4 Offeror shall describe how a candidate's technical skills are identified, assessed, and validated;
- 2.4.2.5 Offeror shall describe types of testing conducted and screening processes used, prior to selecting a candidate in their temporary staff pool;
- 2.4.2.6 Offeror shall describe their method of approach to tracking temporary staff attendance;
- 2.4.2.7 Offeror shall describe the communication process used to notify the City of an assigned temporary staff's absence;

#### **2.4.3 CAPACITY OF OFFEROR - KNOWLEDGE OF PHOENIX MARKET**

- 2.4.3.1 Offeror shall provide three (3) recent (within the last 3 years) client/customer references from organizations of similar size and scope to the City for the services described herein. Include:
  - 2.4.3.1.1 Name of Organization;
  - 2.4.3.1.2 Contact Name and Title
  - 2.4.3.1.3 Service dates;
  - 2.4.3.1.4 Number of temporary positions filled;
  - 2.4.3.1.5 Number of recruitments conducted and positions filled;
- 2.4.3.2 Offeror shall describe their knowledge of the Phoenix market;
- 2.4.3.3 Offeror shall describe their turnover rate of temporary assignment employees and retention rate for recruitments;


#### **2.4.4 PLACEMENT GUARANTEE**

- 2.4.4.1 Offeror shall describe their placement guarantee;
- 2.4.4.2 Offeror shall describe their process to address a situation where the City is not satisfied with the temporary staff placed;
- 2.4.4.3 Offeror shall describe their process and replacement policy to address a situation where a temporary staff position leaves prior to the end of the assignment;

#### **2.4.5 PRICING STRUCTURE**

- 2.4.5.1 Offeror's shall bid in accordance with the pricing structure as outlined in Section 5. While cost is a significant factor in the determination of award, it is not the only factor. The award will not be based on price alone, nor will it be based solely upon the lowest fees submitted.



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

Experience and Qualifications – 20%  
Method of Approach – 20%  
Capacity of Offeror - Knowledge of Phoenix market – 20%  
Placement guarantee – 15%  
Costs – 25%


- 2.6 TYPE OF AWARD** The City reserves the right to make multiple awards or to award by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one bidder is not in the City's best interest, "all or none" Bids shall be rejected.

- 2.7 ALTERNATE OFFERS/EXCEPTIONS** Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Offeror shall clearly and specifically detail all exceptions to the exact requirements imposed by this solicitation. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the Offer. If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.


- 2.8 SITE INSPECTION** Offeror shall visit the site(s) to become familiar with any conditions which may affect the performance and pricing. Submission of an Offer will be prima facie evidence that the Offeror did, in fact, make a site inspection and is aware of all conditions.

- 2.9 INQUIRIES** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An Offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, no later than **five days** prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

- 2.10 EVALUATION PANEL** Offeror submittals will be evaluated by an evaluation panel. Award shall be made to the responsive, responsible Offeror whose proposal is determined to be the most advantageous to the City.


	<b>City of Glendale</b> <b>Materials Management</b> <b>Solicitation Number: RFP 16-42</b> <b>TECHNICAL RECRUITING &amp; STAFFING</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>
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- 2.11 PANEL CONTACT** Offerors shall have no exclusive meetings, conversations or communications with an individual evaluation panel member on any aspect of the RFP, after submittal.
- 2.12 INTERVIEWS** The City reserves the right to conduct interviews with some or all of the Offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the Offeror for the costs associated with the interview process.
- 2.13 ADDITIONAL INVESTIGATIONS** The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Offeror submitting a proposal.
- 2.14 DISCUSSIONS AND REVISIONS TO PROPOSAL** Discussions may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award; and may obtain pertinent information for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Should the City elect to call for 'best and final' offers, Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such discussions shall be to:
- 2.14.1** Determine in greater detail such Offeror's qualifications, and
  - 2.14.2** Explore with the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;
  - 2.14.3** Determining that the Offeror will make available the necessary personnel and facilities to perform within the required time;
  - 2.14.4** Agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.
- 2.15 BEST AND FINAL OFFERS** The City may request best and final offers if deemed necessary, and will determine the scope and subject of any best and final request.
- 2.16 PROPOSAL EVALUATION** The City reserves the right to secure additional information from the Offeror in various forms and or to award based on submitted information.

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

From the time the RFP is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the “Black-Out Period”), Offerors, directly


	<b>City of Glendale</b> <b>Materials Management</b> <b>Solicitation Number: RFP 16-42</b> <b>TECHNICAL RECRUITING &amp; STAFFING</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>
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or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this RFP. This provision shall not prohibit an Offeror from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

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


- 2.22 PROPRIETARY INFORMATION** An Offeror shall clearly mark any proprietary information contained in its bid with the words “Proprietary Information.” Offeror shall not mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.

Offeror’s acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority, the City will provide Offeror with prompt written notice so that Offeror may seek a protective order or other appropriate remedy. The Offeror, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror in the event that the City must legally disclose the Proprietary Information.

	<b>City of Glendale</b> <b>Materials Management</b> <b>Solicitation Number: RFP 16-42</b> <b>TECHNICAL RECRUITING &amp; STAFFING</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>
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### 3.0 SPECIAL TERMS AND CONDITIONS

- 3.1 TERM OF AGREEMENT** The initial term of the contract shall be one (1) year upon approval by the City Council.
- 3.2 OPTION TO EXTEND** The City may, at its option and with the approval of the Contractor, extend the term of this agreement four (4) additional years in one (1) year increments based on satisfactory Contractor performance. Contractor shall be notified in writing by the City 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.
- 3.3 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.
- 3.4 INCORPORATION BY REFERENCE** All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments or exhibits. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City's 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.
- 3.5 INSURANCE** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.
- 3.5.1 MINIMUM SCOPE AND LIMIT OF INSURANCE**  
Coverage shall be at least as broad as:
- 3.5.1.1 Commercial General Liability (CGL):** Insurance covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$1,000,000** per occurrence, **\$2,000,000** aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 3.5.1.2 Automobile Liability:** Insurance covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code

	<b>City of Glendale</b> <b>Materials Management</b> <b>Solicitation Number: RFP 16-42</b> <b>TECHNICAL RECRUITING &amp; STAFFING</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>
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9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

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

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

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

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


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

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

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

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

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

	<b>City of Glendale</b> <b>Materials Management</b> <b>Solicitation Number: RFP 16-42</b> <b>TECHNICAL RECRUITING &amp; STAFFING</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>
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**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.

**3.6 INDEMNIFICATION CLAUSE:**


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

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

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

For purposes of this provision, the following definitions apply:


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

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

- 3.8 ESTIMATED QUANTITIES** The Quantities listed are the City’s best estimate and do not obligate the City to order or accept more than City’s actual requirements during the period of this agreement as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirements for the contract period, except that the estimated quantity shown for each proposal item shall not be exceeded by 100% without the express written approval of the Materials Manager. Any demand or order made by any employee or officer of the City, other than the Materials Manager, for quantities in the excess of the estimated quantities shall be void if the written approval of the Materials Manager was not received prior to the Contractor's performance.
- 3.9 COOPERATIVE USE OF CONTRACT** This agreement may be extended for use by other governmental agencies and political subdivisions of the State, including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link: <http://www.maricopa.gov/Materials/save.aspx>.
- 3.10 PUBLIC RECORD** Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All proposals submitted in response to the Solicitation shall become the property of the City and, subsequent to award recommendation, become a matter of public record available for review pursuant to Arizona Public Records Law.
- If a Contractor believes that a specific section of its Proposal response is confidential, that should be withheld from the public record, Contractor shall isolate the pages and mark each page confidential in a specific and clearly labeled section of its Proposal response. The Contractor shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed. The City 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. Price is not confidential and will not be withheld.
- 3.11 PERMITS AND LICENSES** The Contractor and Subcontractors shall be responsible for determining and securing, at his/her expense, any and all licenses and



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permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing operations and maintenance of the facility. Such fees shall be included in and are part of the total proposal cost. During the term of the contract, the Contractor shall notify the City in writing, within two (2) working days, of any suspension, revocation or renewal.


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

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


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

For this purpose, a primary and secondary emergency contact name and phone number are required from the Contractor. It is critical to the City that the contractor's emergency contact information remains current. The 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. In general, the order will be placed using a City Procurement Card. The billing is to include the emergency opening fee, if applicable.

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- 3.14 ADDITIONS OF PRODUCTS OR SERVICES** The City reserves the right to add additional products or services to this contract when deemed necessary by the City. If this occurs, the Contractor will be requested to submit a negotiable quotation for the additions. Upon approval and authorization by the Materials Manager such additions will be added to and become a part of the contract through properly executed forms.
- 3.15 NON-DISCRIMINATION** By submitting this Offer, Contractor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

	<p><b>City of Glendale</b>  <b>Materials Management</b>  <b>Solicitation Number: RFP 16-42</b>  <b>TECHNICAL RECRUITING &amp; STAFFING</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>
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**4.0 OFFER SHEET**

**4.1 OFFER** Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

_____	_____
Authorized Signature	Company's Legal Name
_____	_____
Printed Name Address	
_____	_____
Title	City, State & Zip Code
_____	_____
Telephone Number	FAX Number
_____	_____
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>
_____		
Email Address		

FEDERAL TAXPAYER ID NUMBER: \_\_\_\_\_

Arizona Sales Tax No. \_\_\_\_\_ Tax Rate \_\_\_\_\_

Offeror certifies it is a: Proprietorship \_\_\_\_ Partnership \_\_\_\_ Corporation \_\_\_\_

Minority or woman owned business: Yes \_\_\_\_ No \_\_\_\_


	<p><b>City of Glendale</b>  <b>Materials Management</b>  <b>Solicitation Number: RFP 16-42</b>  <b>TECHNICAL RECRUITING &amp; STAFFING</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>
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**5.0 PRICE SHEET – Complete Sections 5.1 through 5.4. If additional lines are needed in sections 5.1 and 5.2, use the exact layout as provided.**

**5.1 DIRECT HIRE:** Contractor shall submit a price sheet that contains the Technical Job Title, the approximate annual salary based on Phoenix market, Percentage Charged to City, and the Current Candidate Pool Available as of the submission date of proposal. **The price sheet may submitted in Excel (.xls or .xlsx) or Word (.doc or .docx) format. IF NOT BIDDING ON ANY ONE OF THE POSITIONS LISTED ENTER “NO BID” IN THE “Current Candidate Pool Available” COLUMN.**

*\*This is the percentage charged to the City and is based on the Candidates first year salary.*

<b>Technical Job Title</b>	<b>Approximate Phoenix Market Annual Salary</b>	<b>Rate (*Percentage Charged to City)</b>	<b>Current Candidate Pool Available</b>
<b>Systems Analyst</b>			
<b>Systems Administrator</b>			
<b>Network Engineer</b>			
<b>Database Administrator</b>			
<b>Network Engineer (SCADA Experienced)</b>			
<b>Control System Engineer</b>			
<b>Add additional positions (add new sheet if needed):</b>			

	<p><b>City of Glendale</b>  <b>Materials Management</b>  <b>Solicitation Number: RFP 16-42</b>  <b>TECHNICAL RECRUITING &amp; STAFFING</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>
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**5.2 TEMPORARY TECHNICAL STAFF:** Contractor shall submit a price sheet that contains the Technical Job Title, Technical Job Description, typical time frame / number of business days when a candidate can be made available, the hourly rate provided to candidate, Contractor mark-up charged to the City per hour, and total hourly rate charged to the City. **The price sheet may submitted in Excel (.xls or .xlsx) or Word (.doc or .docx) format. IF NOT BIDDING ON ANY ONE OF THE POSITIONS LISTED ENTER “NO BID” IN THE “Total Hourly Rate Charged to the City” COLUMN.**

Technical Job Title	Technical Job Description	Able to provide candidate within (x) days of request	Candidate’s Hourly Rate (A)	Contractor Mark-up charged to the City (B)	Total Hourly Rate Charged to the City (A x B)
Systems Analyst					
Systems Administrator					
Network Engineer					
Database Administrator					
Network Engineer (SCADA Experienced)					
Control System Engineer					
Add additional positions (add new sheet if needed):					

**5.3 PAYMENT** The Contractor shall provide monthly statements of itemized services. Payment will be reviewed and approved by the Contract Administrator or designee.

**5.4 TAX AMOUNT** Do not include any use tax or federal tax in your proposal. The City is exempt from the payment of federal excise tax and will add use tax as applicable.

**OFFEROR NAME:** \_\_\_\_\_

	<p style="text-align: center;"><b>City of Glendale Materials Management Solicitation Number: RFP 16-42 TECHNICAL RECRUITING &amp; STAFFING</b></p>	<p style="text-align: center;"><b>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</b></p>
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**6.0 SEALED BID LABEL**

**PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE(s)**

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<b>SEALED BID RESPONSE ENCLOSED</b>	
<b>DELIVER TO:</b>	
CITY OF GLENDALE – MATERIALS MANAGEMENT	
<b>CONNIE SCHNEIDER, C.P.M.</b>	
5850 W. GLENDALE AVENUE SUITE 317, 3 <sup>RD</sup> FLOOR, GLENDALE, AZ. 85301	
<b>BID # 16-42</b>	<b>DATE: 5/3/2016</b>
BIDS MUST BE RECEIVED <b>BEFORE 2:00 P.M.</b> LOCAL TIME	
DESCRIPTION: <b>TECHNICAL RECRUITING &amp; STAFFING</b>	
COMPANY NAME: _____	
COMPANY’S CITY, STATE LOCATION:	

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	<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) 930-28XX</b>
	Solicitation Number: RFP 16-42	Addendum #1	Page 1 of 2	
Solicitation Due Date: May 3, 2016		2:00 p.m. (Local Time)		

### RFP 16-42 Technical Recruiting & Staffing

As a result of the pre-offer conference conducted on April 21, 2016, the following revisions and clarifications have been made to Request for Proposals No. 16-42:

**ADD:**


**1. In Section 1.2.2.1.1 Identifying Candidates:**

j) The City will not sponsor H-IB Visa's.

**CLARIFICATION:**

- 1. Section 5.2 TEMPORARY TECHNICAL STAFF:** Offerors may separate the Technical Job Description by years of experience for each position. The hourly rates and job description shall correlate to the position based on experience levels. **EXAMPLE ONLY:**

Technical Job Title	Technical Job Description	Able to provide candidate within (x) days of request	Candidate's Hourly Rate (A)	Contractor Mark-up charged to the City (B)	Total Hourly Rate Charged to the City (A x B)
<b>Systems Analyst 1 – 3 years</b>	Uses computers and related systems to design new IT solutions, modify, enhance or adapt existing systems and integrate new features or improvements, all with the aim of improving business efficiency and productivity.				
<b>Systems Analyst 4 – 7 years</b>	Uses computers and related systems to design new IT solutions, modify, enhance or adapt existing systems and integrate new features or improvements, all with the aim of improving business efficiency and productivity. Conducts cost analysis and agree the timeframe to implement the proposed solution. They specify and shape the system requirements and operations, the user interface and output and present the proposal to the client.				

	<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) 930-28XX</b>
	Solicitation Number: RFP 16-42	Addendum #1	
Solicitation Due Date: May 3, 2016		2:00 p.m. (Local Time)	

**CORRECTION:**

In Section 2.3 PREPARATION OF OFFER PACKAGE, the following invalid references are corrected:

2.3.2 OFFER SHEET, Section ~~5.0~~ 4.0

2.3.3 PRICE SHEET, Section ~~6~~ 5.0

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_





DatamanUSA, LLC

**City of Glendale**

**RFP Number: 16-42**

**RFP Title: Technical Recruiting & Staffing**

**Bid Prepared for and Submitted to:**

Connie Schneider, C.P.M.  
623-930-2868; CSchneider@glendaleaz.com  
City of Glendale  
Materials Management  
5850 West Glendale Avenue, Suite 317  
Glendale, Arizona 85301

**Proposal due Date and Time: May 3<sup>rd</sup> 2016 @ 2:00 PM**

**DatamanUSA, LLC**

Nidhi Saxena  
6890 South Tucson Way, Suite 100  
Centennial, Colorado 80112-3919  
720-248-3110 Phone  
720-248-3200 Facsimile  
contact@DatamanUSA.com  
www.DatamanUSA.com

RFP # 16-42 - Technical Recruiting & Staffing  
City of Glendale

Offeror: DatamanUSA, LLC

## Letter of Transmittal

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Connie Schneider, C.P.M.  
623-930-2868; CSchneider@glendaleaz.com  
City of Glendale  
Materials Management  
5850 West Glendale Avenue, Suite 317  
Glendale, Arizona 85301

May 1st, 2016

RFP No. 16-42 - Technical Recruiting & Staffing

**Dear Ms. Schneider,**

DatamanUSA is submitting this proposal as a prime vendor.

DatamanUSA is an IT Staffing, Recruiting, Management Services, Custom Software Developer, and System Integrator with over 15 years of experience offering services required in the RFP. We have won numerous similar state, local and federal government contracts as well as support private sector clients such as Northrop Grumman. DatamanUSA is a **City and County of Denver certified MBE, WBE & SBE**. <http://www.DatamanUSA.com>

Proposal is signed by Nidhi Saxena who is authorized to bind DatamanUSA to a contract. Proposal is valid for 120 days from the closing date, as required in the SOW.

- DatamanUSA is certified **MBE and WBE Company by City and County of Denver**.

DatamanUSA is submitting three (3) hardcopies marked as "Copies" and one complete proposal on a CD or flash drive as one file folder. The folder is named as "RFP 16-64 – 'Original – DatamanUSA, llc'". The proposal responses are in a bound format (i.e. three (3) ring loose-leaf binders, spiral and/or report covers). Proposals are divided by tab sections according to items listed in the Preparation of Proposal Package Instructions section 2.3.

DatamanUSA understands and accepts the requirements, terms and conditions outlined in this RFP. We appreciate this opportunity to partner with you. If you have, any questions do not hesitate to contact me at 720-248-3110.

Best Regards,



(Nidhi Saxena)  
CEO & President  
DatamanUSA LLC  
E-mail: [contact@DatamanUSA.com](mailto:contact@DatamanUSA.com)

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## 2.4.1 EXPERIENCE AND QUALIFICATIONS

### Company profile that details company history

Founded in 2000, DatamanUSA, LLC is a leader in providing comprehensive Direct Hire / Head Hunting, Temporary Technical Staffing, Executive Search, Talent Management and Payroll Processing services for both commercial and government agencies and direct hire. DatamanUSA has the extensive, broad-based technical expertise required to support staffing needs to support the multi-platform (client/server and web) software applications, databases, systems support, such as Data Warehouses, enterprise architecture, IT Product, Project Management, Processes, and Tools support and Infrastructure (server, application hosting etc.) support.

During the last 15 years, over five hundred DatamanUSA associates have aided our Clients in the deployment of successful diverse Information Technology solutions. DatamanUSA associates currently assigned to Government customers possess overwhelming expertise in the areas of System and Application Analysis, Design, Development, Quality Assurance, Implementation, Architecture, Security, Training, Networking and Project Management. Information Technology '*Best of Industry*' methodologies and practices have contributed to the tremendous growth and reputation that DatamanUSA has earned and enjoyed. DatamanUSA continues to keep abreast of latest technology trends and methodologies and has successfully continued to provide state-of-the-art services to our customers.

DatamanUSA has assisted State and Local Government organizations for more than 15 years. DatamanUSA consultants have served as Project Managers, Business Analysts, DBAs, Testers and Application Developers. Our Core Competency is "*Finding the right candidate for the right job at the best possible price to our client*" We believe in providing value and high level customer service to all our Clients. DatamanUSA has vast expertise and experience in sourcing, attracting and retaining the best IT professionals and offering similar services nationwide. DatamanUSA consultants provide a wide variety of tasks from first level helpdesk to system architects. Our mission is to be your trusted resource for technical professionals.

- DatamanUSA is a City of Denver Certified WBE and MBE Company.
- DatamanUSA is also an 8(a) Certified by SBA and certified DBE by CDOT.

### Why DatamanUSA is the best Choice for the City of Glendale.....?

This narrative is intended to provide a high-level overview of the DatamanUSA proposal responding to Technical Recruiting & Staffing RFP. We begin by describing why **DatamanUSA is the best choice for the City of Glendale**, by providing a company overview, some history of our firm, answer the required questions:

#### **1. Direct Hire and Temporary Technical Staffing Expertise**

DatamanUSA uniquely has the greatest depth of understanding for delivery of direct hire and temporary technical staffing expertise, given over 15 years of continued outstanding service to government organizations across numerous state, local and federal agencies. DatamanUSA has been awarded similar government contracts as the prime vendor by over 50 federal, state and local government agencies. These contracts cover all categories listed in the RFP and in the proposed pricing.

In the State of Colorado, DatamanUSA has been providing similar Direct Hire, Head Hunting, Temporary Technical Staffing and Executive Search Services to the State of Colorado that includes all state agencies and political subdivisions. DatamanUSA has been helping federal, state and local government agencies:

- DatamanUSA has been proving staffing services to many federal agencies like US Forest Services, Colorado National Guard in Project Management, Staffing and CISCO Network consulting.
- State of Colorado has awarded Direct Hire and Temporary Technical Staffing Services contracts to DatamanUSA and DatamanUSA's consultants are helping State on various strategic projects.
- Douglas County, Jefferson County, Arapahoe County, Regional Transport District (RTD), **Denver International Airport (DIA)**, Auroria College have awarded similar contracts to DatamanUSA.

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 City of Glendale

Offeror: DatamanUSA, LLC

- DatamanUSA supports government agencies with a solid base of local resources. We will ensure that **City of Glendale's** specific business and technical knowledge is remained within the local DatamanUSA team for continued reuse. We currently have a strong network of technical professionals who fit in each required category.

**DatamanUSA has been awarded statewide IT Staff Augmentation/Recruiting Services contracts by over 25 states and many local and federal government agencies.**

**DatamanUSA has extensive experience of serving IT Staffing Services and direct hire to Douglas County, Jefferson County, Arapahoe County, Regional Transport District (RTD), Denver International Airport (DIA) and Auroria College in the State of Colorado.**

**2. Technical Expertise**

Within the last 15 years, well over five hundred different DatamanUSA consultants have assisted our government and commercial clients covering diverse IT job categories and skill sets. DatamanUSA consultants currently assigned to commercial, government and their political subdivision customers possess overwhelming expertise in the job categories listed in the RFP.

The **'Best of Industry'** methodologies and practices for Direct Hire and Temporary Technical Staffing Services, have contributed to the tremendous growth and reputation that DatamanUSA has earned and enjoyed.

DatamanUSA continues to keep abreast of latest technology trends and methodologies and has successfully continued to provide state-of-the-art services to our customers. Examples of services include state of art management approach, recruiting process, background screening and onboard process, software testing and reference checking process.

***Our uses of 'Best of Industry' Direct Hire and Temporary Technical Staffing Services Methodologies and practices have contributed to the tremendous growth and reputation that DatamanUSA has earned and enjoyed.***

**Technical Capability through Technology Partnership**

DatamanUSA has been Technology Partners with leading technology companies. These partner programs provide DatamanUSA with access to cutting edge technology training and technical support. DatamanUSA is also a partner with organizations like PMI for training for business analysts and project managers.

<b>Technical Partnership</b>	<ul style="list-style-type: none"> <li>• <b>Microsoft Silver Partner</b> <ul style="list-style-type: none"> <li>○ Silver Application Integration</li> <li>○ Silver Midmarket Solution Provider</li> </ul> </li> <li>• Microsoft Small Business Specialist</li> <li>• IBM Business Partner</li> <li>• Oracle Partner</li> <li>• Project Management Institute Certified PMPs</li> <li>• Brocade Alliance Partner</li> <li>• Cipher Point Partner (Cyber Security)</li> <li>• Fortinet Partner</li> </ul>
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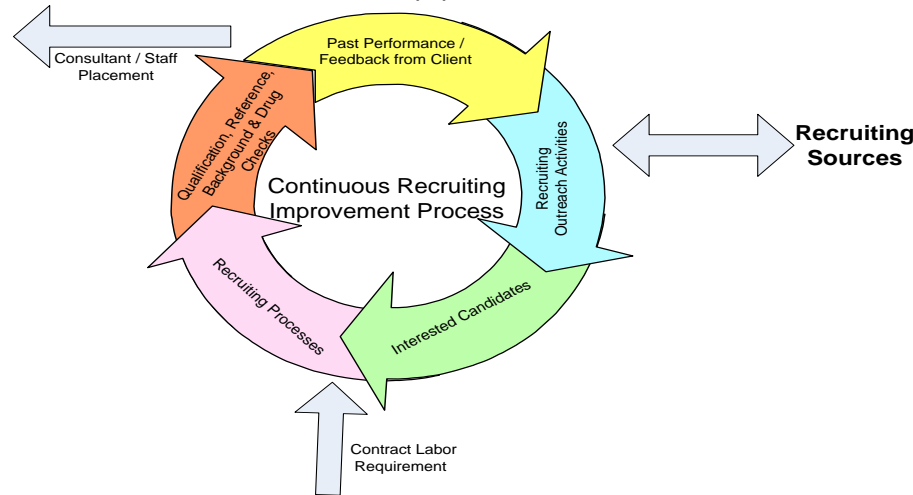
**3. Corporate Commitment**

DatamanUSA has been offering Direct Hire and Temporary Technical Staffing Services for last 15 years. DatamanUSA has demonstrated repeatedly, for the clear benefit of our government customers, that our commitment toward the management staff and our client is unwavering. Whether absorbing expenses related

to providing high-level consultation, mentoring, and training, or providing at no cost to our government and commercial partners conference and training facilities, or providing multiple technology choices and other value-added services, DatamanUSA senior management continually supports the needs of our government agencies.

**4. Quality**

Our goal at DatamanUSA is to ensure the ongoing success of **City of Glendale** by effectively assisting **City of Glendale** in the recruitment of top professionals. DatamanUSA has demonstrated the value added by our



company and the strength of our underlying commitment to quality. Focusing on serving our Government clients and consistently meeting or exceeding their requirements and expectations, has so far yielded maximum return, repeat business and an outstanding reputation. The DatamanUSA Quality Policy is to meet or exceed all contractual, legal, regulatory and other requirements in all our daily tasks, as stated below.

**Figure 1 – DatamanUSA’s Recruiting Process Shows Continuous Quality Improvement**

Our goal is to apply the highest standards of quality in all our business practices and operations without compromise. Our primary objective is to practice continuous process improvement in everything we do so that we can surpass our clients’ needs and expectations. Quality performance is the cornerstone of our company philosophy and is considered a personal responsibility of all our employees. We consider it the responsibility of DatamanUSA’s management personnel at all levels of the organization to lead a continuous quality-improvement effort. It is also the responsibility of every DatamanUSA employee to ensure that our customers’ quality and delivery expectations are met, our processes are operating efficiently, our costs are under control, and that all levels of management are made aware of any opportunities for improvements to services and processes.

*DatamanUSA follows a proven three prongs approach consists of Process, People and Tools that ensures delivery of high quality services to clients.*

**5. Realistic Pricing**

DatamanUSA understands market forces driving compensation, and it is with that understanding we continue to aggressively, yet realistically, price our services.

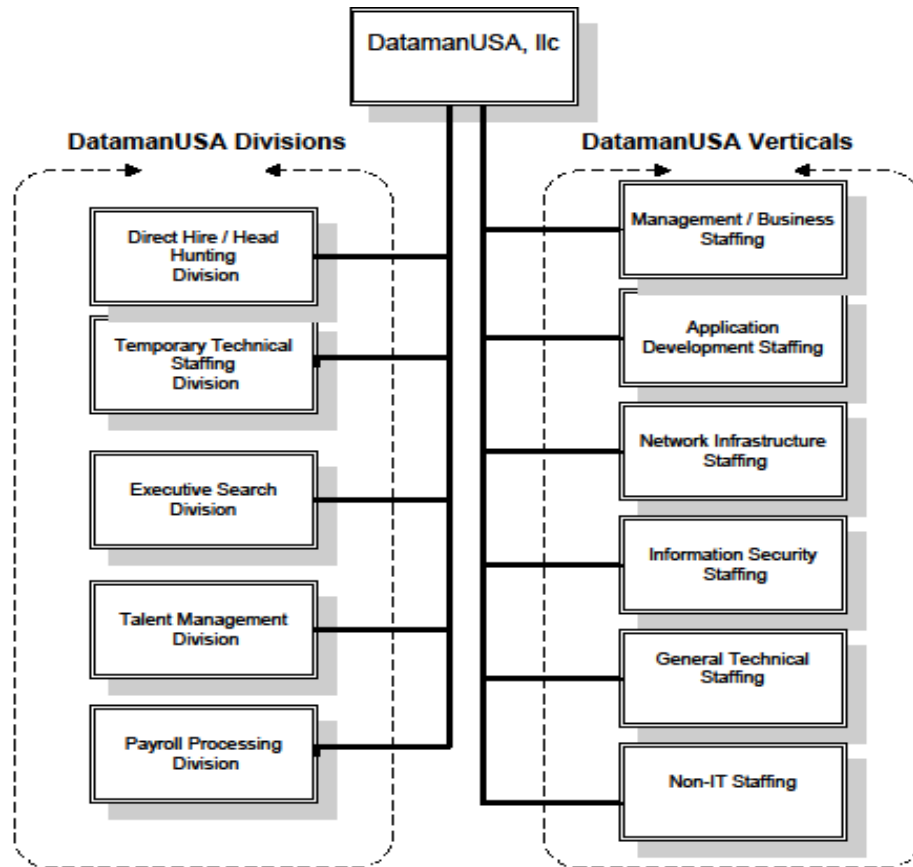
DatamanUSA will offer quality resources to City of Glendale. These resources will be offered within City of Glendale’s expected rates. DatamanUSA possesses an unequalled depth of knowledge with respect to availability and compensation for highly trained, highly motivated, professional technical consultants, specific to City of Glendale’s diverse requirements. DatamanUSA is confident that we provide the best solutions at the most competitive prices. Not only do DatamanUSA’s prospective candidates meet the requirements of City of Glendale, but they will also meet the cultural requirements of City of Glendale. To expand, we are referring to those candidates possessing healthy attitudes, a stable work ethic, and a commitment towards a team environment.

*DatamanUSA has a Defense Contract Audit Agency (DCAA) approved accounting system that provides unique ability to DatamanUSA to offer services under “Cost Plus” projects.*

**6. City and Local Government Experience**

DatamanUSA has strong experience of serving City, Counties and other local governments and quasi government organizations.

**Organization chart**



**DatamanUSA, LLC** has following divisions to focus diverse range of services.

- Direct Hire/Head Hunting Division
- Temporary Technical Staffing Division
- Executive Search Division
- Talent Management Division
- Payroll Processing Division

These divisions are supported by following technology vertical teams.

- Management / Business Staffing
- Application Development Staffing
- Network Infrastructure Staffing
- Information Security Staffing
- General Technical Staffing
- Non-IT Staffing



**Business Locations**

**DatamanUSA, LLC** is an SBA-Certified 8(a) Small Disadvantaged Business (SDB) and Woman-owned Small Business (WOSB) headquartered in the greater Denver metro area.

**Head Office Location:**  
6890 S Tucson Way, Ste 100  
Centennial, CO 80126

**Number of years in Business**

**DatamanUSA, LLC** has been in business since July 2000. We have been offering services required in this RFP for over 15 years.

**2.4.1.2 Offeror shall provide names and years' of experience of key personnel**

<b>DatamanUSA Team Member/ Title</b>	<b>Experience</b>	<b>Contract Specific Role</b>
<b>Nidhi Saxena President and Contract Manager</b>	Over 20 years of Experience managing government contracts with IT Staffing and Services.	Nidhi will provide program Financial and contract management.
<b>Jason Hargrove Program/ Lead Account Manager</b>	Over 10 years of experienced managing government accounts similar in size to the State of Arizona. He has worked with many cities and local government organizations.	Jason will oversee all account management and quality control.
<b>Sumit Bhatnagar Recruiting Manager, Subcontractor Manager</b>	Over 15 years of experience in the recruiting industry focusing on Information Technology. Strong network of IT professionals in the State of Arizona.	Sumit will oversee all recruiting activities on the City of Glendale contract
<b>Rachana Kashikar Human Resources Manager / Contract Administrator</b>	Over 10 years of Human Resources, accounting and legal experience.	Rachana will oversee all HR activities including background checks, onboarding and off boarding.
<b>Dirk McGregor Arizona Region Sales Representative/ Account Manager</b>	Over 10 years of business development experience in the State of Arizona working with large organizations	Dirk will be responsible for new business development on the City of Glendale contract
<b>Glenn McGovern Technical Subject Matter Expert</b>	Over 25 years of IT as a technical lead and project manager with organizations that include; Dallas Fort Worth Airport and the Mississippi Corrections Department.	Glenn will support our account management and recruiting team with technical expertise. Glenn will play an active role in screening candidates.

**2.4.1.3 Offeror shall provide a description of the firms size and organizational structure that includes number of years' experience in the IT Staffing and Recruiting business, areas of expertise, and special achievements;**

DatamanUSA has over 15 years of experience providing direct hire and temporary technical staffing in following six verticals.

1. Management / Business Staffing
2. Application Development Staffing
3. Network Infrastructure Staffing
4. Information Security Staffing
5. General Technical Staffing
6. Non-IT Staffing

***DatamanUSA has successfully delivered \$44 Million of Direct Hire and Temporary Technical Staffing Services till date.***

***DatamanUSA delivered ~\$4 Million of IT Consulting Services in 2015.***

**Unique Qualifications**

DatamanUSA has extensive experience supporting local, state and federal governments in the areas all six verticals. Here is the list of the temporary technical staff contracts that have been awarded to DatamanUSA under each vertical.

DatamanUSA Temporary Technical Staffing Contracts	Management / Business Staffing	Application Development Staffing	Network Infrastructure Staffing	Information Security Staffing	General Technical Staffing	Non-IT Staffing
<b>Federal Government Agencies</b>						
GSA Information Technology (IT) Schedule 70	√	√	√	√	√	
GSA STAR II GWAC	√	√	√	√	√	
SeaPort-e (US Navy)	√	√	√	√	√	
<b>State Contracts</b>						
State of Arkansas: Supplier Managed Staff Augmentation vendor for IT Services	√	√	√	√	√	
State of Colorado Price Agreement contract for IT Staff Augmentation Services & Temp Services	√	√	√	√	√	√
Price Agreement contract for IT Staffing Services for CaLPERS	√	√	√	√	√	
Price Agreement contract for State of Iowa for Geospatial Services		√				
Price Agreement contracts for State of Kansas for IT Staffing and PeopleSoft Services	√	√	√	√	√	
Price Agreement contract for Commonwealth of Massachusetts for IT Staff Augmentation Services	√	√	√	√	√	
Price Agreement contracts for State of Florida for IT Staff Aug and Project Services	√	√	√	√	√	
Price Agreement contract for State of Indiana for Software Project Services	√	√	√	√	√	
State of Michigan: FIRST vendor for IT Staff Augmentation services	√	√	√	√	√	

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Price Agreement contract for State of Maryland for IT Staff Augmentation Services	√	√	√	√	√	
Price Agreement contract for State of Montana for IT Staff Augmentation Services	√	√	√	√	√	
Price Agreement contract for State of Mississippi for IT Professional Services	√	√	√	√	√	
Price Agreement contracts for State of New Mexico for PeopleSoft Consulting Services and IT Staff Augmentation Services	√	√	√	√	√	
Price Agreement contract for State of North Carolina for IT Staffing Services	√	√	√	√	√	
Contract for Managed Service Staff Augmentation contract for State of Oregon	√	√	√	√	√	
Contract for Managed Service Staff Augmentation contract for State of Pennsylvania	√	√	√	√	√	
Price Agreement contract for State of South Carolina for IT Staffing Services	√	√	√	√	√	
Price Agreement contract for State of Texas for IT Staff Augmentation, IT Security, Services and Temporary Services	√	√	√	√	√	√
Price Agreement contract for State of Utah and UTDHS for IT Staff Augmentation Services	√	√	√	√	√	
Price Agreement contract for State of Washington for IT Professional Services	√	√	√	√	√	
Price Agreement contract for State of Wyoming for IT Staff Augmentation Services	√	√	√	√	√	
<b>Local/Quasi Government and Political Subdivision Contracts</b>						
Contract Employment Service Contract for City and County of Arapahoe for IT Staffing services.	√	√	√	√	√	√
Price Agreement contract for Jefferson County School District.	√	√	√	√	√	
College Communications Temporary Personnel and Professional Search Firm contract by the Auraria Higher Education Center		√	√			√
Personnel Services by Colorado Community Colleges System, Denver, CO						√
Price Agreement contract for Massachusetts Technology Collaborative.	√	√	√	√	√	
Technologies Systems Support Services Contract NO. CE 07006 for Denver International Airport.	√	√	√	√	√	
Regional Transport District – Denver, CO Various Price Agreement contracts for IT Staff Augmentation and Turnkey Project Services	√	√	√	√	√	√
Temporary Personnel Services for Texas Department of Transportation, Atlanta District						√
Master Contract for Temporary Personnel Services for TX Comptroller Agency						√
<b>Nationwide Commercial Contracts</b>						
Master contract for Sprint/Nextel for IT, HR, Legal, Engineering and Finance Staffing Services	√	√	√	√	√	√
Master contract for Northrop Grumman for IT, Engineering and Security Staffing Projects	√	√	√	√	√	√

DatamanUSA has extensive experience supporting local, state and federal governments in the areas all 5 six verticals. Here is the list of the direct hire contracts that have been awarded to DatamanUSA under each verticals.

DatamanUSA Direct Hire	Management / Business Staffing	Application Development Staffing	Network Infrastructure Staffing	Information Security Staffing	General Technical Staffing	Non-IT Staffing
<b>State Contracts</b>						
State of Colorado Price Agreement contract for direct hire.	√	√	√	√	√	√
<b>Local/Quasi Government and Political Subdivision Contracts</b>						
Executive Search Contract for Chief Information Officer position by Auraria Higher Education Center	√					

**Value Add**

DatamanUSA has been working with my cities, counties and local government organizations and will be able to leverage and bring the experience and best practices to City of Glendale. DatamanUSA also offers Managed Services in following service categories which City of Glendale can utilize. The managed services offer peace of mind to client as work is managed by us.

- Project Management
- Application Production Support and maintenance
- Cloud and Application Hosting
- Network, Server & Security Support
- Fusion Middleware & WebLogic
- Infrastructure Support Service
- Oracle Database Administration Services
- Backup & Disaster Recovery
- **Network Monitoring and Security**

As a Fortinet partner, DatamanUSA provides Fortinet’s Managed Security Services for Unified Threat Management (UTM) that includes Firewall / VPN, NGFW (IPS & Application Control), Web Filtering, Advanced Threat Protection (ATP) - Anti-Malware, WAN Optimization, Wireless Access Point, Endpoint Protection and Authentication.

DatamanUSA was awarded multi-year contract by RTD and has successfully delivered:

- Oracle Database Administrator Services
- Configuration Management Services

DatamanUSA has been providing IT Project Management Service to US Forest Services using Managed Service model.

DatamanUSA has been offering WebLogic administration and managed services to Denver Internal Airport.

**Case Studies**

**Team Member: DatamanUSA, llc**  
**Client: RTD-Denver**  
**Description:** Over the last 7 years, DatamanUSA has truly become a “partner” with RTD. DatamanUSA has been awarded with many contracts by RTD and has delivered \$4.6 Million of IT Consulting Services. This partnership has led to numerous success stories on both staffing and IT solutions. Here is partial list:

- Multi-years Configuration Management Managed Services contract.

- Multi-years Oracle Database Administration Managed Services contract.
- Temporary and IT Staffing- DatamanUSA has provided numerous IT and non-IT resources including Project Managers, DBA's, Business Analysts, Help Desk, Developers, Architects, SharePoint developers, J2EE Developers and numerous other positions.
- DatamanUSA is one of 2 companies who hold the RTD Work Order contract for IT Custom Software Development on turnkey basis. DatamanUSA has delivered many projects.

On the RTD Work Order Contract, DatamanUSA has completed over 30 projects (work orders) for solutions that include:

- |  |  |
|--|--|
| • SharePoint Governance and Implementation                             | • SharePoint Training                          |
| • GIS Development  | • Oracle Database Administration               |
| • Project Management & Business Consulting                             | • Architecture Roadmap                         |
| • Documentum to Laser fiche Migration                                  | • Reorganization of PMO (as Subcontractor)     |
| • Oracle R12 Upgrade (as MBE Subcontractor)                            | • VMWare Rollout                               |
| • Documentum Health Check  | • Disaster Recovery                            |
| • Design and Development of systems using J2EE, SOA based architecture | • Design and development of RTD-Denver website |

**Team Member: DatamanUSA, llc**

**Client: Denver International Airport**

**Description:** DatamanUSA has provided IT Staffing services to **DIA** via **Technologies Systems Support Services Contract NO. CE 07006**. DatamanUSA has provided many SharePoint programmers/developers to DIA. Our SharePoint developers of such a high quality that DIA decided to hire them as full time employee.

**Team Member: DatamanUSA, llc**

**Client: Texas Credit Union Department**

**Description:** Delivered a SharePoint 2013 records management and portal solution. Texas Credit Union Department responsible for overseeing over 170 Texas state-chartered credit unions which hold over \$26.5 billion in assets. Implemented a Records Management automation strategy and solution using SharePoint Online to accelerate the transition from paper to electronic records management. Solution significantly reduced the cycle times for their complaint, examination, bylaws, and mergers processes by providing a technology platform and process to automate retention and disposition schedules, standardize the organizational taxonomy, implement governance, and institutionalize a document lifecycle framework.

**Team Member: DatamanUSA, llc**

**Client: Colorado National Guard**

**Description: Data Center Architecture Project**

WAN Re-Design

- Configured Cisco ASR 1000 Series
- Configured EIGRP and BGP Routing Protocols
- Configured IPsec and DMVPNs
- Configured IP SLAs
- Evaluated and Optimized Existing Quality of Service Policy
- Developed and Implemented a Multicast Framework for IPTV and VTC Traffic
- Verified / Optimized MTU/MSS Sizing
- Optimized Remote Site Routing / Load Balancing

Datacenter Re-design.

- Architecture, Design and Build a 10G Data Center Block
- Configured Nexus 7000/5000/2000 series
- Configured OTV, LISP
- Integrated VMWare ESX Servers
- Transition of SAN from FC to 10G IP

Quality of Service Optimization.

- Evaluating Current QoS Policy
- Developing an Improved QoS Policy Based on changes due to WAN and Data Center refresh

Security Audit.

- Assessed overall network security posture and mitigate vulnerabilities.
- High-level, passive, non-intrusive security check of the system.
- Defined processes and procedures and compile a master checklist of items.

Virtualization (VDI).

- VMware and NetApp solutions.

Design and implementation of a Virtual Desktop environment across the enterprise. Included optimizing network configurations in response to network traffic shifts.

**Team Member: DatamanUSA, llc**

**Client: Northrop Grumman via TASC Technical Services**

Description: IT and Temporary General Staffing Services

DatamanUSA has been providing IT and Temporary Staffing Services to Northrop Grumman via TASC Technical Services since 2006. The contract includes all job descriptions under the scope of the RFP. DatamanUSA has provided consulting services of over \$2 million till date.

**Team Member: M2P Consulting**

**Client: Berlin Brandenburg International Airport**

**2.4.1.4 Offeror shall provide details of recruitments undertaken that are of similar nature based on the City's Specifications;**

**1. IT Management Consulting Services**

DatamanUSA has over 15 years of Management consulting experience. DatamanUSA project managers are PMP certified.

***DatamanUSA has successfully delivered \$5 Million of IT Management Services till now.***

Job Categories	Highlights of our capabilities / Past Performance
<b>Strategic Planning</b>	DatamanUSA has executed many projects and provided strategic planning to clients including <b>RTD-Denver, Texas Credit Union Dept., City of San Marcos Texas and the Colorado Dept. of Corrections.</b>
<b>Business Architecture</b>	DatamanUSA has executed many projects and provided Business Architecture to clients including RTD-Denver, Colorado Dept. of Public Safety, Texas Credit Union Dept. and the Colorado National Guard.
<b>Governance, Risk, and Compliance</b>	DatamanUSA has executed many projects and provided Governance, Risk and Compliance to clients including; RTD-Denver, Texas Credit Union Dept., Auraria Higher Education Center and Colorado National Guard.
<b>Performance Management</b>	DatamanUSA has executed many projects and provided Performance Management to clients including; RTD-Denver, Houston Metro, Massachusetts Dept. of Transportation and US Forest Service.
<b>ITSM/ITIL</b>	DatamanUSA has executed many projects and provided ITSM/ITIL services to clients including Massachusetts Dept. of Transportation, North Carolina Dept. of Transportation, Texas Dept. of Transportation and Texas Education Association.
<b>Change Management</b>	DatamanUSA has executed many projects and provided Change Management to clients including RTD-Denver, Colorado Governor's Office of Information Technology; Colorado National Guard, Utah Dept. of Human Services and Colorado Dept. of Public Safety.

<b>Communications</b>	DatamanUSA has executed many projects and provided Communications to clients including RTD-Denver, Houston Metro, US Forest Service, US GSA and the Massachusetts Dept. of Transportation.
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## 2. Applications Development/Integration and Support Services

DatamanUSA has CMM level-III compliant Software Development Lifecycle processes, Technology Certified Professionals (MCP, MCSD etc.) and PMP Certified Project Manager ensures delivery of project on-time and within budget.

***DatamanUSA has delivered \$14 Million of Application Development/Integration & Support Services.***

<b>Job Categories</b>	<b>Highlights of our capabilities / Past Performance</b>
<b>Software Architecture and Design</b>	DatamanUSA has delivered Staffing and Turn-key projects to many clients like <b>RTD-Denver, Colorado Dept. of Corrections, New Mexico Corrections Dept. and the Washington Administrative Office of the Courts.</b>
<b>BI / DW/ Reporting</b>	DatamanUSA has executed many projects and provided staffing to client including Denver Water, State of Washington.
<b>Mobile Application Development</b>	<b>DatamanUSA has executed many projects and provided Mobile Application Development to commercial clients.</b>
<b>Web Development/ Design</b>	DatamanUSA has executed many projects and provided Web Development/ Design to clients that include <b>RTD-Denver, Colorado Dept. of Corrections, Colorado Dept. of Public Safety and New Mexico Corrections Dept.</b>
<b>SharePoint Development Design</b>	DatamanUSA has delivered Staffing and Turn-key projects to many clients including <b>DIA, RTD-Denver, Texas Credit Union Dept., City of San Marcos Texas and Williamson County Texas.</b>
<b>QA/QC Testing</b>	DatamanUSA has provided QA resources to clients including <b>Colorado Dept. of Labor and Employment, New Mexico Corrections Dept., Colorado Dept. of Corrections and the Colorado Dept. of Public Safety.</b>

DatamanUSA maintains a network of the most highly skilled IT professionals to help support our clients' IT Application Development needs. We provide top level talent for Application Development services including the design, development, and delivery of software applications.

- Our application development professionals are highly skilled in all the latest programming languages, relational database management systems, and application, integration and web servers.
- Programming Languages: C/C++, C#, Unix Borne Shell, Perl, Java, J#, Visual Basic, Ruby, VB.NET, Pascal, Object Pascal, Tcl, SQL, PL/SQL.
- Relational DBMS: Microsoft SQL Server, Microsoft Access, Sybase, MySQL, IBM Informix, Oracle
- Application, Integration, and Web Servers: Sun Java System, Microsoft Transaction Server, Microsoft Message Queue Server, Microsoft Internet Information Services, Microsoft Commerce Server, BEA WebLogic, IBM WebSphere Application Server, Tomcat, Apache, OMG CORBA, Sybase Enterprise Application Server, JBoss
- Our Application Development services can include complete project management from the initial consultation to successful completion of your project, or more simply, provide support for application management.
- We help companies carry out their business by providing the most qualified IT professionals with experience in: Desktop Support, Web Development, Help Desk/Technical Services, Software Development, Data/Database Management, Internet/Intranet, Systems Integration, Security, Infrastructure Management and Project Management/Business Analysis.

### 3. Network Infrastructure Services

DatamanUSA understands that delivering superior information technology services to your organization requires reliable and efficient connectivity, both internally and externally. It is critical to leverage cost-effective and efficient network infrastructure solutions that deliver the performance and reliability standards that your company demands. With certified expertise and extensive experience in a wide array of networking vendors and their technologies, DatamanUSA can help you reliably accelerate data and applications across your entire network at a price you can afford.

***DatamanUSA has successfully delivered \$1.5 Million of Network Infrastructure Services till date.***

<b>Job Categories</b>	<b>Highlights of our capabilities / Past Performance</b>
Cisco Certified Network Professional (CCNP – mid level)	DatamanUSA has executed many projects and provided CCNP professionals for projects with clients including the <b>Colorado National Guard, Texas Dept. of Aging and Disability Services and Houston Metro.</b>
Cisco Certified Internetworking Expert	DatamanUSA has executed many projects and provided professionals for projects with clients that include <b>Colorado National Guard, Houston Metro and US GSA.</b>
Network Technician	DatamanUSA has executed many projects and provided Network Technicians for projects with clients including <b>US GSA, Colorado National Guard, Texas Dept. of Aging and Disability Services and the Texas Dept. of Transportation.</b>
Telecommunications Technician	DatamanUSA has provided Telecommunications services to the <b>US GSA and the US Bankruptcy Court.</b>

### 4. Infrastructure Services

DatamanUSA has the experience to deliver end-to-end support to assure that your network is running smoothly and outages are avoided. DatamanUSA has provided Network Infrastructure Services to public sector clients that include:

***DatamanUSA has successfully delivered \$3.5 Million of Infrastructure Services till date.***

<b>Job Categories</b>	<b>Highlights of our capabilities / Past Performance</b>
IT System Administrator	DatamanUSA has executed many projects and provided IT System Administration to clients including <b>Texas Dept. of Aging and Disability Services, RTD-Denver and New Mexico Corrections Dept.</b>
Storage Area Network (SAN) Engineer	DatamanUSA has executed many projects and provided Storage Area Network (SAN) Engineering to clients including <b>North Carolina Dept. of Transportation US GSA and Texas Dept. of Aging and Disability Services</b>
Infrastructure Architect	DatamanUSA has executed many projects and provided Infrastructure Architecture to clients like <b>Colorado Dept. of Labor and Employment, Texas Office of the Attorney General and North Carolina Dept. of Transportation.</b>
Database Administrator	DatamanUSA has executed many projects and provided Database Administration to clients including <b>RTD-Denver, University of North Carolina and the Utah Dept. of Human Services</b>
Identity Management Architecture	DatamanUSA has executed many projects and provided Identity Management Architecture

We are expertly qualified to help you design, implement and manage your IT infrastructure. Our consultants will work with you to scope your requirements, install hardware, software, cables and wireless solutions, creating an integrated environment that delivers optimum performance and availability. Whether we help you to build your network, or are engaged to assure its ongoing efficiency, our network administrators will remotely manage and monitor your network including devices, servers and applications. Our team of engineers will ensure that routers, switches, firewalls, VPN and IDS/IPS are running smoothly and efficiently. When upgrades to an operating system or active directory are needed, DatamanUSA completes these assignments with ease.



**5. Information Security Services**

DatamanUSA understands that security is a constant feature and cause for organizations in both the public and private sector. With the advancement of technology, security threats are becoming more complex and have a more critical impact on business. DatamanUSA’s consultants have the experience required to allow you to rest easy knowing you have all your bases covered.



- DatamanUSA has provided Network Infrastructure Security Services to public sector clients that include Colorado National Guard.
- DatamanUSA is a Fortinet Partner, a leader in the Next Generation Firewall, Data Center Firewall, Cloud & SDN Security, Internal Network Firewall, Unified Threat Management and Advanced Threat Protection.
- As a Fortinet partner provides Fortinet’s Managed Security Services for Unified Threat Management

(UTM). It includes Firewall / VPN, NGFW (IPS & Application Control), Web Filtering, Advanced Threat Protection (ATP) - Anti-Malware, WAN Optimization, Wireless Access Point, Endpoint Protection and Authentication.

- DatamanUSA is a IBM Business Partner that provides IBM’s state of art Cloud and Information Security solution.
- State of Colorado had also awarded State Cyber Security Contract to DatamanUSA. DatamanUSA is currently assisting a local transportation company with their cyber security need.
- DatamanUSA has provided Identity Management Consultants to many clients.
- DatamanUSA has CISCO certified professionals on bench to help meet security need.

***DatamanUSA has successfully delivered \$500K of Information Security Services till date.***

Job Categories	Highlights of our capabilities / Past Performance
Information Security Engineer	DatamanUSA has executed many projects and provided Information Security engineers to clients including the <b>Colorado National Guard.</b>
Information Security Architect	DatamanUSA has executed many projects and provided (SAN) Engineering to clients including the <b>Colorado National Guard.</b>
Information Security Analyst	DatamanUSA has executed many projects and provided Information Security Analysts to clients including the <b>Colorado National Guard.</b>
Identity Management Developer	DatamanUSA has executed many projects and provided Identity Management Developers for commercial clients.
Information Systems Security Professional	DatamanUSA has executed many projects and provided Information Security Professionals to clients including the <b>Colorado National Guard.</b>

## 6. General Technical Services

DatamanUSA has been providing General Technical services to the public sector for over 15 years. Our Network of IT professionals in the Denver Metro area is vast and allows us to quickly jump on any need. We keep a strong bench and continually provide our clients top notch service in this area for both long term and short term projects.

***DatamanUSA has successfully delivered \$14 Million of General Technical Services till date.***

<b>Job Categories</b>	<b>Highlights of our capabilities / Past Performance</b>
<b>Project Coordinator</b>	DatamanUSA has executed many projects and provided Project Coordinators to clients like <b>RTD-Denver, US Forest Service, US Bureau of Land Management and US GSA.</b>
<b>Project Manager</b>	DatamanUSA has executed many management consulting projects for companies like <b>RTD-Denver, Auraria Center for Higher Education, Massachusetts Dept. of Transportation and the US Forest Service.</b>
<b>Program Manager</b>	DatamanUSA has executed many projects and provided Program Management to clients that include <b>RTD-Denver, US Forest Service and New Mexico Corrections Dept.</b>
<b>Business Analyst</b>	DatamanUSA has executed many projects and provided Business Analysts to clients that include <b>RTD-Denver, Massachusetts Dept. of Transportation, Jefferson County Public Schools and the Colorado Dept. of Revenue.</b>
<b>Desktop Support</b>	DatamanUSA has executed many projects and provided Desktop Support to clients including <b>RTD-Denver, Houston Metro, Colorado Dept. of Agriculture and the Colorado Dept. of Labor and Employment.</b>
<b>Help Desk Support</b>	DatamanUSA has executed many projects and provided Help Desk Support to clients that include <b>RTD-Denver, Houston Metro and the Colorado Governor's Office of Information Technology.</b>
<b>Systems Field Technician</b>	DatamanUSA has executed many projects and provided Systems Field Technicians to clients including <b>RTD-Denver, US GSA and Houston Metro.</b>
<b>Asset Management Technician</b>	DatamanUSA has executed many projects and provided Asset Management Technicians to commercial clients.

### 2.4.1.5 Offeror shall describe training in technology provided to their temporary candidate pool

DatamanUSA offers professional expertise and client related training to candidates. The training is customized based upon consultant job profile and client requirements. DatamanUSA has education reimbursement policy for all full time employees where DatamanUSA reimburses the cost of training required to support clients and for consultant's career development.

DatamanUSA is technology partner with leading technology companies and hence has access to their training program for all employees.

#### **Microsoft Technology Training**

DatamanUSA is a Microsoft Silver Partner and all employees avail their in-person and online training programs. DatamanUSA reimburses training fee to all employees.



**Here is the partial list of Microsoft training in-person classes in Arizona in May 2016**

- Get to Know Surface Pro 4
- Get to Know Windows 10
- What's New with Office 2016
- PC Tune Up in a Snap
- Cybersecurity 101
- Enterprise Development Series

**Here is a partial list of online Microsoft trainings in May 2016**

- Introduction To Power Business Intelligence
- Windows 10 Tech Series
- Office 365 Practice Accelerator for SMB
- Partner Practice Enablement for Enabling Enterprise Mobility
- Data Platform PPE - SQL Server 2016
- Windows 10 Tech Series
- What's New in Enterprise Mobility Suite
- The Top 5 Analytics You Need to Optimize Azure Spend (CSD875PAL)
- Drive Business Outcomes with EY and Cortana Analytics (BI155PAL)
- USWW026 Microsoft IT SME roundtable on cloud at Microsoft
- USWW027 Modern deployment options in Windows 10
- Ask the Experts Series: An introduction to SQL Data Warehouse
- Ask the Experts: Office 365 Internal Use Rights and Partner Admin Center Features
- Labs on Azure for Developers
- Skype for Business: Reference Architectures and Design

Similar trainings are available in following technologies:

- Microsoft Technologies
- Microsoft Small Business products
- IBM Business
- Oracle
- Project Management Institute
- Brocade Alliance
- Cipher Point (Cyber Security)
- Fortinet Partner

## 2.4.2 METHOD OF APPROACH

### 2.4.2.1 Offeror shall clearly provide their written understanding of the City's requirements, specifications, meeting the terms and conditions of the RFP and matching the proposed methods to accomplish the needs of the City;

Candidates are first screened for communication, mastery of the English language and personal qualities and attributes by a Recruiter and an Account Manager. Next, a technical interview is conducted based upon the candidate's resume and Technical Checklist.

**Technical Screening:** Every candidate undergoes a thorough technical screening before submittal. DatamanUSA utilizes a team of technical recruiters, highly skilled IT professionals and online assessments to evaluate a candidate's technical skills.

**In-person Interviews:** Local candidates will be interviewed in person for **City of Glendale**. Initial telephonic interview may be conducted as per need. Candidates interviewed over the phone are held to the same high standards as those that are interviewed in-person.

Technical Screening: Every candidate undergoes a thorough technical screening for technical positions before submittal to **City of Glendale**. DatamanUSA utilizes a team of technical recruiters, highly skilled IT professionals and online assessments to evaluate a candidate's technical skills.

**Reference Checks:** For **City of Glendale**, DatamanUSA's account manager will conduct a reference check on each candidate to evaluate their past performance. Reference email and phone numbers are verified to help ensure legitimacy. Often we are able to provide back-door reference checking due to the reach of our network.

Standardized forms are used for Telephonic references Check, which collect relevant information and past employer references, who are then contacted for general performance checks, supervisory experience and ability, ability to select, motivate, delegate, discipline: Strengths and areas for improvement, recommendations and other comments that would be relevant to reemployment.

After the above requirements are satisfied, a criminal background check, health check and drug screening are performed as required by the client. A screening can also include a driving record and credit rating if requested by the **City of Glendale**.

All of these screenings are conducted at Corporate by our HR team in conjunction with the local account management team. ***We use Verifications Incorporated and Quest diagnostics for drug screening and background checks. This process normally takes 1-5 days.***

**Meeting the City of Glendale's Needs:** To ensure we meet the City of Glendale's staffing need, DatamanUSA uses ten-step recruiting framework also referred to as our recruitment productivity process, which breaks recruitment down into ten clearly-identifiable steps. The factors that make our process unique are the way we execute these steps and DatamanUSA's long established, proven staffing experience. Staffing is a DatamanUSA core competency executed according to best practices developed through industry analysis and optimization.

There are management controls throughout the process. Each of the ten steps has its own key metrics, and team members are held accountable for performance against them. We report on metrics every day, making adjustments to ensure that we deliver client's objectives as productively as possible. This selective recruitment policy ensures that only the best of the software industry are inducted and they provide cost-effective solutions to the challenging information technology needs to meet up to our customers satisfaction.

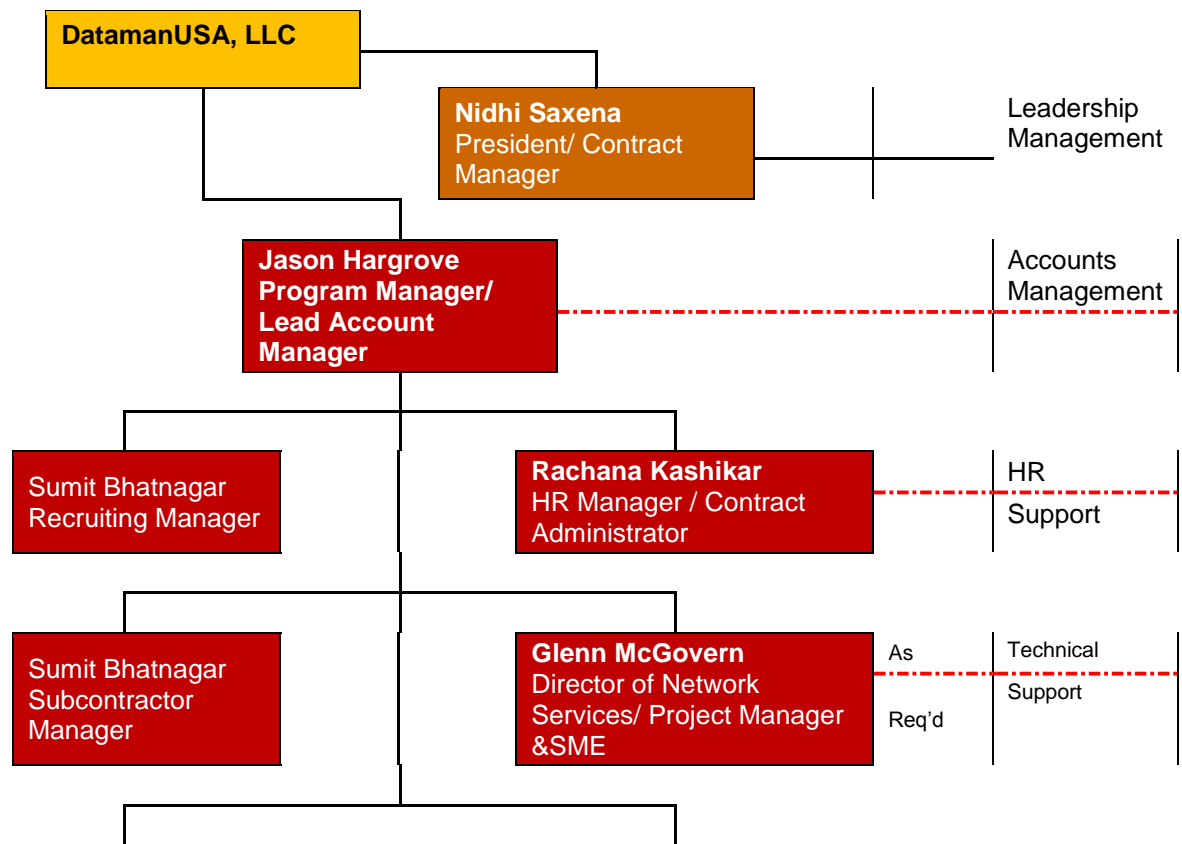
**DatamanUSA Recruitment Process and Responsibilities**

<b>Recruitment Process</b>	<b>Responsibility</b>
<b>City of Glendale Requisition</b>	
<ul style="list-style-type: none"> <li>Analyzing <b>City of Glendale</b> staff requisition and write synopsis of the requisition</li> <li>Submitting position description and requirements in RMS</li> </ul>	<ul style="list-style-type: none"> <li>Program Manager</li> </ul>
<b>Identify Consultant</b>	
<ul style="list-style-type: none"> <li>Assigning to team lead through RMS</li> <li>Check if there is matching skilled consultant available “on bench”</li> <li>Identifying existing skill sets and candidates within DatamanUSA RMS database</li> <li>Sharing job profile to all consultants by posting it on our website and sending mailer to approved consultants for referrals</li> <li>Posting job to external job sites (DatamanUSA website, Dice.com, Monster.com, CareerBuilder.com and shared with approved subcontractors)</li> </ul>	<ul style="list-style-type: none"> <li>Recruitment Manager</li> </ul>
<b>Pre-Screening &amp; Interview (DatamanUSA Level)</b>	
<ul style="list-style-type: none"> <li>Executing a comprehensive prescreening that confirms motivation, previous experience, salary, skill level, clearance and potential team-fit.</li> <li>Prescreening includes <b>online test</b> (using <b>Prove-It, Brainbench &amp; internal tools</b>) and <b>general knowledge test</b>.</li> <li>Interview – Conduct detail technical interviews based upon client’s requirement. (Most IT skill sets are interviewed by our TR team, and if expert skills are required, these are taken care by our panel of SME’s having excellent experience in same domain, which form our Qualified Technical Screen team)</li> <li>Discussing salary requirements and relocation needs with candidates</li> <li>Evaluating attitude and aptitude by discussing team scenarios.</li> </ul> <p><u>Technical Skill Evaluation</u></p> <ul style="list-style-type: none"> <li>Conducting initial assessment of the candidate’s technical qualifications.</li> <li>Conducting detailed technical interviews based on job requirement.</li> </ul> <p><u>Soft Skills Evaluation</u></p> <ul style="list-style-type: none"> <li>Evaluating candidate’s communication, creativity, thinking, flexibility, change-readiness, problem solving, team building and listening skills.</li> </ul>	<ul style="list-style-type: none"> <li>Technical Recruiting Team and SME’s</li> </ul>
<b>Evaluation (DatamanUSA Level)</b>	
<ul style="list-style-type: none"> <li>Preparing the feedback form to summarize the results of the interview and update RMS with qualified consultants.</li> <li>Relaying interview results</li> <li>Checking references</li> </ul>	<ul style="list-style-type: none"> <li>Recruitment Manager</li> <li>Program Manager</li> </ul>
<b>Submission to City of Glendale</b>	
<ul style="list-style-type: none"> <li>Creating skilled matrix matching required skills with experience of consultants to present consistent skill summary to <b>City of Glendale</b> representatives</li> <li>Submitting resumes with a skill summary and references to <b>City of Glendale</b> representatives</li> </ul>	<ul style="list-style-type: none"> <li>Recruitment Manager</li> <li>Program Manager</li> </ul>
<b>City of Glendale Interview</b>	
<ul style="list-style-type: none"> <li>Discussing interview schedule with hiring manager for pre-qualified consultants</li> <li>Setting up face to face or telephone interview as per <b>City of Glendale</b> requirement</li> </ul>	<ul style="list-style-type: none"> <li>Recruitment team</li> <li>Program Manager</li> </ul>
<b>Background Checks (If requested by City of Glendale)</b>	
<ul style="list-style-type: none"> <li>Depending upon requirement, conducting criminal, citizenship or legal working status, driving records, drug tests, employment records, license verification and background check for selected candidate</li> </ul>	<ul style="list-style-type: none"> <li>HR Manager</li> </ul>
<b>Offer</b>	

<ul style="list-style-type: none"> <li>• Complete all due diligence before extending an offer to successful consultants</li> <li>• Extending the offer</li> <li>• Share candidate's decision or initial response with <b>City of Glendale</b> hiring managers</li> </ul>	<ul style="list-style-type: none"> <li>✚ HR Manager</li> <li>✚ Program Manager</li> </ul>
<b>Joining</b>	
<ul style="list-style-type: none"> <li>• Informing the joining date of the candidate to <b>City of Glendale</b></li> <li>• Conducting e-Verification</li> <li>• Confirming candidate joins the project on specified date</li> </ul>	<ul style="list-style-type: none"> <li>✚ HR Manager</li> <li>✚ Program Manager</li> </ul>
<b>Ongoing Support and Training</b>	
<ul style="list-style-type: none"> <li>• Conducting training on need/ project basis</li> <li>• Updating PDP (Personal Development Plan) of each candidate</li> </ul>	<ul style="list-style-type: none"> <li>✚ HR Manager</li> </ul>

**2.4.2.2 Offeror's shall provide a communication plan between key personnel and the City of Glendale;**

The nexus of the DatamanUSA organization is the Program Management Office (PMO) run by the DatamanUSA President, Nidhi Saxena, which provides contract-level oversight and is dedicated to supporting **City of Glendale**. In building out the PMO, DatamanUSA chose to organize in a flat manner and to be both efficient and responsive, allowing **City of Glendale** access to the resources and expertise of a highly integrated group of professionals. Our organizational structure was developed to provide seamless service and create efficiencies in our use of resources. The organization provides both program level and Task Order level management, supported by a full range of business management functions so that DatamanUSA can be most responsive to all **City of Glendale** demands on this contract.



RFP # 16-42 - Technical Recruiting & Staffing  
City of Glendale

Offeror: DatamanUSA, LLC

**Nidhi Saxena**  
Financial Control

**Dirk McGregor**  
Arizona Region Sales  
Representative/ Account  
Manager

The DatamanUSA PMO highlighted above features dedicated staff for program management, task execution and technological innovation. The PMO's resources include support from Finance and Administration, Human Resources, Quality Assurance and Security. DatamanUSA has assigned a dedicated Program Manager and Account Manager for City of Glendale.

Our organizational chain of command allows for exceptional customer service. Our response time is second to none. Our Program Manager and Account manager will be available to you 24/7 via e-mail or cell phone to consult and our President Nidhi Saxena is always available to the Authority to respond to emergencies.

DatamanUSA works to build this partnership by:

- Treating old clients like new clients
- Providing Value in new ways
- Focusing on Customer Service
- Putting our clients interest first
- Understanding our clients goals
- Listening to our clients
- Asking for feedback
- Focusing on the long term

Our executive leadership will take an active role in working with **City of Glendale** and your customers to meet the goals of this contract. Contract management for the City of Glendale contract will be provided by the personal listed above. They are all available any time day or night to **City of Glendale** representatives.

- **Executive Leadership:** DatamanUSA's President will provide **Executive Leadership** to our team in support of the City of Glendale contract. This hands-on approach by our Senior Management will ensure prompt resolution of all issues that might arise, and demonstrates DatamanUSA's total commitment towards the success of the contract.
- **Supervision of Work and Project Oversight:** DatamanUSA's Program Manager Jason Hargrove will provide overall project oversight and supervise the work and performance of our personnel assigned to the **City of Glendale**. Mr. Hargrove will provide technical guidance and supervise the work and performance of the team. Mr. Hargrove reports directly to our CEO Nidhi Saxena. This structure will help us **effectively manage** all resources for the duration of each engagement.
- **Lines of Authority, and Communication:** The lines of reporting authority and communication for this contract are **clear and direct**. Our Program Manager, Jason Hargrove will have **ultimate authority, responsibility and accountability** to manage all DatamanUSA resources. Mr. Hargrove will also be the authority on all aspects related to the project including communication, risk management, issue resolution, staffing and quality management. Issues can also be resolved by contacting our CEO Nidhi Saxena. Mrs. Hargrove will be involved in all aspects of the contract and easily assessable to **City of Glendale**. The direct line of communication and escalation allows for mistake free communication between DatamanUSA and **City of Glendale**.

#### **2.4.2.3 Offeror shall describe method and approach for recruiting technical talent;**

**Bench Candidates:** DatamanUSA maintains a strong bench of experienced candidates. All full time employees are paid full salary and company benefits on bench (Between assignments). A strong bench helps DatamanUSA to respond to clients requirements in a very short period.

RFP # 16-42 - Technical Recruiting & Staffing  
 City of Glendale

Offeror: DatamanUSA, LLC

**Resume shopping:** DatamanUSA has access to Industry leading resume databases like Monster, Dice and LinkedIn. DatamanUSA has its own proprietary resume database of skilled workers (including IT professionals) that continues to grow each year. Currently we have over 350,000 active resumes in our database.

**Job Boards:** DatamanUSA uses industry standard job boards such as Dice and Monster to continually find top IT talent in the Denver Metro area. DatamanUSA also posts jobs on its own websites and websites of various state’s agencies and school campuses. Example: Job portal of University of Colorado, ConnectingColorado.com -> job portal for Colorado Workforce and CDLE.

<b><i>DatamanUSA Core Competency</i></b>
<b><i>Finding the right candidate for the right job at best possible price for our client.</i></b>

We believe in providing value and high-level customer service to all our clients. Our achievements can be attributed to our honest and flexible approach, as well as a real client-oriented philosophy. We have a thriving culture, born from employees that bring creativity, integrity, innovation and a high level of energy to the job each day. We know that these attributes are important in a service company and **DIA** will benefit immensely from the DatamanUSA culture.

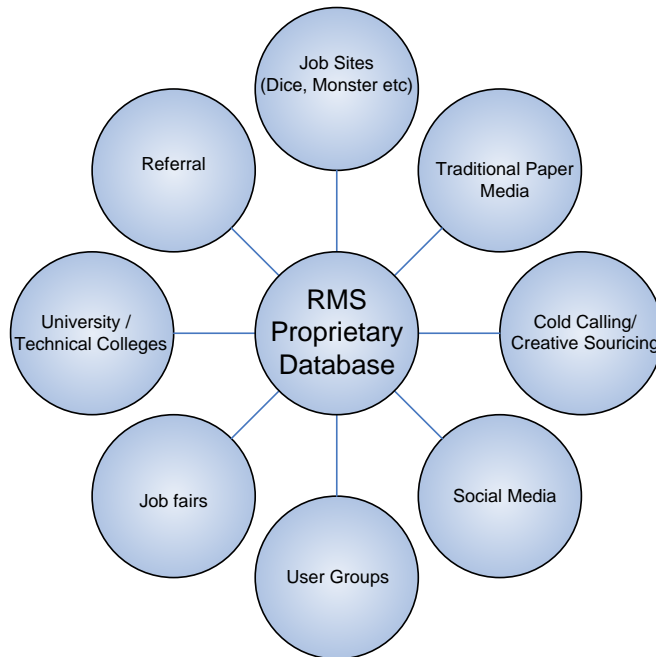
We are experts in the recruitment field. We have a strong recruiting team dedicated to being the very best in the country. We support this team with the best proprietary systems and technology infrastructure. For example, as soon as a requisition is received – not only is our local dedicated team working on bringing the best candidate to your project, but recruiters across the globe are notified and work collaboratively in our systems for your benefit.

<b><i>DatamanUSA Recruiting Team (Strong 23 member team)</i></b>
<ul style="list-style-type: none"> <li>• <b><i>23 Members Recruiting Team:</i></b> <ul style="list-style-type: none"> <li>○ <b><i>1 Recruiting Manager</i></b> <ul style="list-style-type: none"> <li>▪ <b><i>4 Recruiting Leads</i></b> <ul style="list-style-type: none"> <li>• <b><i>18 Recruiters</i></b></li> </ul> </li> </ul> </li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>• <b><i>Recruiter Qualification</i></b> <ul style="list-style-type: none"> <li>• <b><i>Have at least undergraduate degree</i></b></li> <li>• <b><i>Have professionals certifications like MCP</i></b></li> <li>• <b><i>Focuses on a specific technology and client</i></b></li> <li>• <b><i>Recruiting Team works on Salary basis that allows them to give full attention to client’s request.</i></b>  <b><i>Incentive for each successful placement helps recruiting team motivated.</i></b></li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>• <b><i>Supported by Proprietary Recruitment Management</i></b> <ul style="list-style-type: none"> <li>▪ <b><i>System with automated recruiting processes</i></b></li> <li>▪ <b><i>Resume Database of over 350,000 screen resumes</i></b></li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>• <b><i>Multiple Recruiting Sources</i></b></li> </ul>

**Technical Capability through Professional IT Recruiters**

DatamanUSA’s technical recruiters are trained in their technologies and some hold professional certifications including MCP, CCNA, MCSE, and MCP in .NET. Over 90% of recruiters have undergraduate degree.





DatamanUSA Recruiting Sources

- We take the time to understand **City of Glendale's** requirements so well that we become an extension of you.
- Initially, we make a personal on-site visit and arrange for intensive discussions with client management and other key individuals you may wish to designate.
- We also develop an environmental profile and analyze the total community for homes, schools, social and cultural amenities, etc.

### (2) Define the Nature and Scope of the Position

- We expand upon what is normally written in a traditional request for services (job outline) to gain a complete understanding of the responsibilities, challenges and desired profile for the role.
- This assessment stage is very thorough and includes an evaluation of the personality and style of all management team members and all individuals with whom the candidate of choice will interface.
- In consultation with you, we then craft these parameters in the form of a written Position Description. This document cements our relationship and clearly denotes we both understand the desired candidate profile. We also share this document with interested and qualified candidates.

### (3) Methods of Locating and Attracting Candidate of Your Choice

- Since A+ player are in high demand, they have many options. Remember, they are happy in their current role, doing a great job and gainfully employed. In many instances today they have teenage children and/or elderly parents and are not as free to relocate as in the past. Previously our research efforts could entice people to move for more responsibility and/or more money. That is clearly not the case today. We are working with integrated, multi-faceted individuals.
- At DatamanUSA we design a multi-faceted team approach to locate and attract the best talent. Today, more than ever before, this is a process. An initial, "No, I am not interested" does not always mean no. There is an art to guiding candidates throughout the search process, one-step at a time. The initial resistance to change can be managed by the respect of following process, being creative and maintaining the proper blend of momentum.
- We are continually re-inventing our research process and tailoring new and creative strategies for our clients. What goes on behind the scene is intensive effort. At DatamanUSA we instill courtesy, creativity

Our recruiting team is supported by **Recruitment Management System (RMS)**, our web based state of art proprietary recruiting system with over 350, 000 resumes. For example, as soon as a job outline is received – not only is your local dedicated account management working on bringing the best candidate to your project, but recruiters across the globe are notified and work collaboratively in our systems for your benefit.

DatamanUSA's number one priority is to build teams with individuals that "fit" into an agency with the requested expertise. DatamanUSA has a large pool of consultants to pull from to meet an agencies' request. However, there are many times that more expertise and candidates are needed. **Our process for finding skilled candidates is:**

#### (1) Develop an Understanding of Your Organization and Business Culture

- We view the success of the search because of a successful beginning.

and a blend of tenacity and assertiveness. We allow candidates to take the search process “one step at a time” and not feel as if they need to make an immediate decision that impacts their career and family. At the same time we work with our clients to maintain the proper blend of necessary momentum.

#### (4) Candidate Research

- We find the best candidates most often require the greatest degree of effort to attract.
- We initiate a variety of simultaneous research strategies and efforts to locate and attract key executives.
- We design a search plan of action and select the research team.
- We create a target list of companies in the same and/or related industries to your own.
- We conduct original research to identify the key executives within the target companies, including creating organizational charts of competitive organizations. This is the most labor-intensive research effort. It is also the means, which consistently results in the location of many of the final candidates.
- We contact professional trade associations and identify the most significant contributors, national speakers and national experts in each given area of expertise. We contact them as potential candidates and/or sources.
- We always review our database, current resume file, and closed search file to evaluate potential candidates. Given the unique nature of each search this approach serves most effectively as a networking tool rather than direct access to candidates.
- We research the Internet to identify companies, sources and even candidates. While not always a direct source to our candidate slates, it is a great resource to our effort.
- We always contact our professional network for potential candidates and candidate referrals.

#### (5) Candidate Development (Search)

- Telephone Interviews During the course of most searches we speak with approximately 50 to 100 individuals by telephone. Career changes, degrees and professional associations are verified. The top candidates are extensively interviewed and the most qualified candidates are prepared for client presentation.
- Initial Reference Checks Before the top candidates' resumes are presented to you for your evaluation and assessment, initial referencing is conducted.

#### **2.4.2.4 Offeror shall describe how a candidate's technical skills are identified, assessed, and validated;**

Candidates are first screened for communication, mastery of the English language and personal qualities and attributes by a Recruiter and an Account Manager. Next, a technical interview is conducted based upon the candidate's resume and Technical Checklist.

**Technical Screening:** Every candidate undergoes a thorough technical screening before submittal. DatamanUSA utilizes a team of technical recruiters, highly skilled IT professionals and online assessments to evaluate a candidate's technical skills.

**In-person Interviews:** Local candidates will be interviewed in person for City of Glendale. Initial telephonic interview may be conducted as per need. Candidates interviewed over the phone are held to the same high standards as those that are interviewed in-person.

**Technical Screening:** Every candidate undergoes a thorough technical screening for technical positions before submittal to City of Glendale. DatamanUSA utilizes a team of technical recruiters, highly skilled IT professionals and online assessments to evaluate a candidate's technical skills.

**Reference Checks:** For City of Glendale, DatamanUSA's account manager will conduct a reference check on each candidate to evaluate their past performance. Reference email and phone numbers are verified to

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 City of Glendale

Offeror: DatamanUSA, LLC

help ensure legitimacy. Often we are able to provide back-door reference checking due to the reach of our network.

Standardized forms are used for Telephonic references Check, which collect relevant information and past employer references, who are then contacted for general performance checks, supervisory experience and ability, ability to select, motivate, delegate, discipline: Strengths and areas for improvement, recommendations and other comments that would be relevant to reemployment.

After the above requirements are satisfied, a criminal background check, health check and drug screening are performed as required by the client. A screening can also include a driving record and credit rating if requested by the City of Glendale.

All of these screenings are conducted at Corporate by our HR team in conjunction with the local account management team. **We use Verifications Incorporated and Quest diagnostics for drug screening and background checks. This process normally takes 1-5 days.**

**2.4.2.5 Offeror shall describe types of testing conducted and screening processes used, prior to selecting a candidate in their temporary staff pool;**

DatamanUSA uses a number of testing tools to screen candidates depending upon job categories and required testing.

**For IT temporary staffing:**

We prefer candidates with professional technology certifications like MCP, MCSE, MCSA, OCP, PMP, CCNA etc. We have a large of professional certified candidates. This ensure that candidate is up to date with the latest technology trend.

Technical Partnerships	
<ul style="list-style-type: none"> <li>• Microsoft Silver Partner                             <ul style="list-style-type: none"> <li>○ Silver Application Integration</li> <li>○ Silver Midmarket Solution Provider</li> </ul> </li> <li>• <b>Microsoft Small Business Specialist</b></li> <li>• IBM Business Partner</li> </ul>	<ul style="list-style-type: none"> <li>• Oracle Partner</li> <li>• Project Management Institute Certified PMPs</li> <li>• Brocade Alliance Partner</li> <li>• Cipher Point Partner (Cyber Security)</li> <li>• Fortinet Partner</li> </ul>

Team Member Certifications		
<b>PMP</b>	<b>MCSE</b>	<b>MCP</b>
<b>CCNA</b>	<b>CNE</b>	<b>Network+</b>
<b>CCENT</b>	<b>CLA</b>	<b>LPI</b>
<b>ACMT</b>	<b>ACMT</b>	<b>CASP</b>

We also use brainbench.com for IT skills assessments.

We also use proveit.com for following IT and NON-IT skills

Accounting	Behavioral	Call Center
Healthcare	Microsoft Office	IT Programming Skills

**For Non-IT temporary staffing:**

For non-IT temporary staffing, we use **SHL Talent Management** website. We also use website and tools as required and recommended by clients.

**2.4.2.6 Offeror shall describe their method of approach to tracking temporary staff attendance;**

Here is the method for tracking temporary staff attendance:

- DatamanUSA creates an email ID for employee as a part of onboarding
- DatamanUSA has a dedicated hotline for employee to communicate 24/7.
- It is DatamanUSA policy to take time off only after obtaining client manager approval.
- DatamanUSA's employee submitted time off to DatamanUSA account manager who submits it to client manager for review and approval. Account Manger discuss and finalize plan to support work when employee is on time off. Account Manager approves time off and inform employees.
- For Emergency time off, employee informs DatamanUSA using DatamanUSA hotline and DatamanUSA communicates to client account manager within 30 minutes. Our Account Manager communicates with client manager for any alternative staff or support client needs for this absence.
- Every week, employee submits detailed timesheet to client manager for written approval.
- Client manager reviews hours worked and approves.
- Employee submit approved timesheet to DatamanUSA.
- DatamanUSA process and pays employee as per payment cycle (twice a month).

DatamanUSA is developing a mobile application which will enable employees to communicate with DatamanUSA and client manager in real time.

**2.4.2.7 Offeror shall describe the communication process used to notify the City of an assigned temporary staff's absence;**

DatamanUSA communication method with client varies with client as we follow client's preferences. Here are our preferred method which a client may adopt.

- Client assigns a project manager or point of contact
- Client informs DatamanUSA phone number and email Id of the client project manager.
- DatamanUSA assigns an account manager for client.
- Account manager informs client project manager using email, phone text and phone call as preferred by client.

DatamanUSA is developing a mobile application which will enable employees to communicate with DatamanUSA and client manager in real time.

**2.4.3 CAPACITY OF OFFEROR - KNOWLEDGE OF PHOENIX MARKET**

**2.4.3.1 Offeror shall provide three (3) recent (within the last 3 years) client/customer references from organizations of similar size and scope to the City for the services described herein. Include:**

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**2.4.3.1.1 Reference # 1**

Name of Organization	Northrop Grumman/ Tasc Technical Services, 6810 Deerpath Road Suite 408, Plaistow, New Hampshire 03865
Contact Name and Title	Michaela Briand, Partnership Manager
Service dates	Since 2006 – till date
Number of temporary positions filled	Over 150
Number of recruitments conducted and positions filled	DatamanUSA has been providing IT and Temporary Staffing Services to Northrop Grumman via TASC Technical Services since 2006. The contract includes all job descriptions under the scope of the RFP. DatamanUSA has provided consulting services of over \$2 million till date.

**2.4.3.1.2 Reference # 2**

Name of Organization	Regional Transport District (RTD), 1560 Broadway Ste. 1099, Denver, CO 80202
Contact Name and Title	Avinash Chaudhary, Manager
Service dates	Since 2009 – Till Date
Number of temporary positions filled	Over 100
Number of recruitments conducted and positions filled	<p><b>Description:</b> Over the last 7 years, DatamanUSA has truly become a “partner” with RTD. DatamanUSA has been awarded with many contracts by RTD and has delivered \$5 Million of IT Consulting Services. This partnership has led to numerous success stories on both staffing and IT solutions. Here is partial list:</p> <ul style="list-style-type: none"> <li>• Multi-years Configuration Management Managed Services contract.</li> <li>• Multi-years Oracle Database Administration Managed Services contract.</li> <li>• Temporary and IT Staffing- DatamanUSA has provided numerous IT and non-IT resources including Project Managers, DBA's, Business Analysts, Help Desk, Developers, Architects, SharePoint developers, J2EE Developers and numerous other positions.</li> <li>• DatamanUSA is one of 2 companies who hold the RTD Work Order contract for IT Custom Software Development on turnkey basis. DatamanUSA has delivered many projects.</li> </ul> <p>On the RTD Work Order Contract, DatamanUSA has completed over 30 projects (work orders) for solutions that include:</p> <ul style="list-style-type: none"> <li>• SharePoint Governance and Implementation</li> <li>• GIS Development</li> <li>• Project Management &amp; Business Consulting</li> <li>• Documentum to Laserfiche Migration</li> <li>• Oracle R12 Upgrade (as MBE Subcontractor)</li> <li>• Documentum Health Check</li> <li>• SharePoint Training</li> <li>• Oracle Database Administration</li> <li>• Architecture Roadmap</li> <li>• Reorganization of PMO (as Subcontractor)</li> <li>• VMWare Rollout</li> <li>• Disaster Recovery</li> </ul>

	<ul style="list-style-type: none"> <li>Design and Development of systems using J2EE, SOA based architecture</li> </ul>	<ul style="list-style-type: none"> <li>Design and development of RTD-Denver website</li> </ul>
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**2.4.3.1.3 Reference # 3**

Name of Organization	Washington State Patrol
Contact Name and Title	Tania L. Johnson, SECTOR Project Manager
Service dates	June 2015 – Till Date
Number of temporary positions filled	3
Number of recruitments conducted and positions filled	DatamanUSA delivered a fixed price custom software development project on Sept 30, 2015. DatamanUSA is currently working on our second fixed price custom software development project for WSP which is scheduled to be delivered by May 2016...

**2.4.3.2 Offeror shall describe their knowledge of the Phoenix market;**

DatamanUSA has a dedicated account manager and recruiting manager for the State of Arizona manage Phoenix area also. We are connected with many IT technical user groups, meetup groups, technology summit and organizations like TiE to reach out to the best locally available resources in the Phoenix and in the State of Arizona.

DatamanUSA offers technical recruiting and staffing services nationwide. In Phoenix, we have provide IT technical recruiting and staffing services to many clients. Some of our main clients in Phoenix are:

- Northrop Grumman for IT, Engineering and Security Staffing Projects
- Sprint/Nextel for IT, HR, Legal, Engineering and Finance Staffing Services

DatamanUSA has also been working our partners to support Phoenix and in the State of Arizona.

- Ciber Inc.
- HCL Technologies
- TCS
- Knowledge Services



**2.4.3.3 Offeror shall describe their turnover rate of temporary assignment employees and retention rate for recruitments;**

DatamanUSA has very low turnover rate for temporary technical staffing. We have retention rate of over 98%. We discuss the job requirements with prospective candidates in detail which helps them commit to the entire duration of the assignment. Our temporary technical staffs have been working with us for over 12 years.

DatamanUSA has very low turnover rate for direct hire too with retention rate of over 95. We discuss the job requirements, client culture and benefits with prospective candidates in detail which helps them choose our clients as a long term employer.

## 2.4.4 PLACEMENT GUARANTEE

### 2.4.4.1 Offeror shall describe their placement guarantee;

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DatamanUSA offers free 90 days of placement guarantee. If any placement leaves within 90 days of hire, we will provide a replacement free of cost.

### 2.4.4.2 Offeror shall describe their process to address a situation where the City is not satisfied with the temporary staff placed;

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DatamanUSA offers free 30 days of client satisfaction guarantee. If client is not satisfied with any temporary staff placed within 30 days, DatamanUSA replace it with another candidate without any fee.

### 2.4.4.3 Offeror shall describe their process and replacement policy to address a situation where a temporary staff position leaves prior to the end of the assignment;

---

DatamanUSA will be fully responsible for all temporary staff placed under this agreement and will monitor the success of our temporary staffs on an on-going basis. When a DatamanUSA resource begins work at one of our customer's sites, we stay involved throughout the life of the project. We have constant contact with our employees and their onsite managers in an effort to avoid surprises. This contact allows us to maintain consistency as our temporary staffs are a valuable part of the DatamanUSA team. This relationship with our consultants creates loyalty and avoids sudden departures.

When DatamanUSA works with a customer, we **continue to build relationships with local candidates** that are similar to our onsite staff. This **proactive approach** allows us to quickly reach out to pre-qualified candidates with a similar background. We normally have a candidate ready within 24 hours of a vacancy occurring.

If a consultant needs to be replaced, we will utilize the same methodologies, processes and procedures we utilize to recruit initial candidates. We commit to an acceptable resource being offered for an interview within 5 days of notification. We will ask for an exit interview with our temporary staffs' supervisor to make modifications to our process and procedures and alleviate chances of this type of situation occurring in the future.

**Retention Plan for Temporary Technical Staff**– In an effort to avoid the need to replace resources, we have developed an employee retention plan. DatamanUSA understand that the employees are the most important assets of a company, and we have policies in place to keep employees motivated and retain qualified employees. Our approach to attract top talent and retain our work force is based on our '**Hire and Retain**' Program developed and implemented by our Human Resources (HR) Department. We have a dedicated HR team that supports the contract leadership in managing the hiring decision. Our HR team follows industry proven practices. Individual team organizations offer a variety of internal initiatives designed to give permanent employees more personal responsibility for the company's service offerings and a voice with upper management.

DatamanUSA adheres to staff development policies that are focused on providing employees the essential services they need to succeed, including virtual assistants, talent transformation sabbaticals, expert guidance for fast track growth, and democratic empowerment. We believe our success is a result of our consultants' efforts, and they should be compensated appropriately.

Although we recognize the importance of the pre-employment selection process, extensive training and professional development programs, and unrivaled management support, we firmly believe that our comprehensive program of employee benefits, performance incentives, and individual recognition awards significantly enhances our ability to attract, retain, and motivate an incredible team of dedicated professionals.

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DatamanUSA's total compensation package includes base compensation, benefits, and a generous deferred compensation package.

DatamanUSA has established many other employee recognition policies including quarterly, annually and on-the-spot awards. DatamanUSA solicits regular feedback from customers and communicate with their respective Human Resources departments to recognize significant accomplishments. DatamanUSA continually reviews award criteria to make sure they are still relevant and conducts annual survey with employees to get feedback on this program and for improvements.

## 2.4.5 PRICING STRUCTURE

### 2.4.5.1 Offeror's shall bid in accordance with the pricing structure as outlined in Section 5.

*While cost is a significant factor in the determination of award, it is not the only factor. The award will not be based on price alone, nor will it be based solely upon the lowest fees submitted.*

DatamanUSA understands and agrees the term and submitting pricing as outlined in the Section 5 of the RFP.

## 3.0 SPECIAL TERMS AND CONDITIONS

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

DatamanUSA understands and agrees the term.

### 3.2 OPTION TO EXTEND

*The City may, at its option and with the approval of the Contractor, extend the term of this agreement four (4) additional years in one (1) year increments based on satisfactory Contractor performance. Contractor shall be notified in writing by the City 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.*

DatamanUSA understands and agrees the term.

### 3.3 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.*

DatamanUSA understands and agrees the term.

### 3.4 INCORPORATION BY REFERENCE

*All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments or exhibits. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City's 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.*

DatamanUSA understands and agrees the term.



### 3.5 INSURANCE

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

---

DatamanUSA understands and agrees the term.

#### 3.5.1 MINIMUM SCOPE AND LIMIT OF INSURANCE

##### 3.5.1.1 Commercial General Liability (CGL)

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

---

DatamanUSA understands and agrees the term. DatamanUSA has insurance with same or more than insurance required by City of Glendale.

##### 3.5.1.2 Automobile Liability

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

---

DatamanUSA understands and agrees the term. DatamanUSA has insurance with same or more than insurance required by City of Glendale.

##### 3.5.1.3 Workers' Compensation

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

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DatamanUSA understands and agrees the term. DatamanUSA has insurance with same or more than insurance required by City of Glendale.

#### Verification of Coverage

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DatamanUSA understands and agrees the term. DatamanUSA will provide copies of the insurance, as required by City of Glendale.

### 3.6 INDEMNIFICATION CLAUSE:

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

*indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City of Glendale, its officers, officials, agents, employees and volunteers for losses arising from the work performed by the Contractor for the City of Glendale.*

DatamanUSA understands and agrees the term.

### 3.7 CONFLICT OF INTEREST

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

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

*For purposes of this provision, the following definitions apply:*

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

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

DatamanUSA understands and agrees the term. DatamanUSA confirms that there is no conflict of interest.

### 3.8 ESTIMATED QUANTITIES

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

DatamanUSA understands and agrees the term.

### 3.9 COOPERATIVE USE OF CONTRACT

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

DatamanUSA understands and agrees the term.

### 3.10 PUBLIC RECORD

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

*If a Contractor believes that a specific section of its Proposal response is confidential, that should be withheld from the public record, Contractor shall isolate the pages and mark each page confidential in a specific and clearly labeled section of its Proposal response. The Contractor shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed. The City 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. Price is not confidential and will not be withheld.*

---

DatamanUSA understands and agrees the term.

### **3.11 PERMITS AND LICENSES**

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

---

DatamanUSA understands and agrees the term.

### **3.12 CERTIFICATION**

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

---

DatamanUSA understands and agrees the term.

### **3.13 KEY PERSONNEL**

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

*For this purpose, a primary and secondary emergency contact name and phone number are required from the Contractor. It is critical to the City that the contractor's emergency contact information remains current. The 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*

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City of Glendale

Offeror: DatamanUSA, LLC

*emergency opening of the business separate from the Price Sheet. In general, the order will be placed using a City Procurement Card. The billing is to include the emergency opening fee, if applicable.*

---

DatamanUSA understands and agrees the term.

### **3.14 ADDITIONS OF PRODUCTS OR SERVICES**

*The City reserves the right to add additional products or services to this contract when deemed necessary by the City. If this occurs, the Contractor will be requested to submit a negotiable quotation for the additions. Upon approval and authorization by the Materials Manager such additions will be added to and become a part of the contract through properly executed forms.*

---

DatamanUSA understands and agrees the term.

### **3.15 NON-DISCRIMINATION**

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

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DatamanUSA understands and agrees the term.

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**4.0 OFFER SHEET**

**4.1 OFFER** Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

Nidhi Saxena  
\_\_\_\_\_  
Authorized Signature

DatamanUSA, llc  
\_\_\_\_\_  
Company's Legal Name

NIDHI SAXENA  
\_\_\_\_\_  
Printed Name Address

6890 S TUCSON WAY, STE 100  
\_\_\_\_\_

President  
\_\_\_\_\_  
Title

CENTENNIAL, CO 80112  
\_\_\_\_\_  
City, State & Zip Code

720-248-3110  
\_\_\_\_\_  
Telephone Number

720-248-3200  
\_\_\_\_\_  
FAX Number

CONTACT@DATAMANUSA.COM  
\_\_\_\_\_  
Authorized Signature Email Address

04-27-2016  
\_\_\_\_\_  
Date

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

\_\_\_\_\_  
**Contact Name**

\_\_\_\_\_  
**Phone Number**

\_\_\_\_\_  
**Fax Number**

\_\_\_\_\_  
Email Address

FEDERAL TAXPAYER ID NUMBER: 84-155-2228  
\_\_\_\_\_

Arizona Sales Tax No. \_\_\_\_\_ Tax Rate \_\_\_\_\_

Offeror certifies it is a: Proprietorship \_\_\_ Partnership \_\_\_ Corporation X \_\_\_

Minority or woman owned business: Yes X No \_\_\_\_\_

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## 5.0 PRICE SHEET

### 5.1 DIRECT HIRE

*Contractor shall submit a price sheet that contains the Technical Job Title, the approximate annual salary based on Phoenix market, Percentage Charged to City, and the Current Candidate Pool Available as of the submission date of proposal. The price sheet may submitted in Excel (.xls or .xlsx) or Word (.doc or .docx) format. IF NOT BIDDING ON ANY ONE OF THE POSITIONS LISTED ENTER "NO BID" IN THE "Current Candidate Pool Available" COLUMN.*

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DatamanUSA understands and agrees the term. Price sheet is attached in Excel format.

### 5.2 TEMPORARY TECHNICAL STAFF

*Contractor shall submit a price sheet that contains the Technical Job Title, Technical Job Description, typical time frame / number of business days when a candidate can be made available, the hourly rate provided to candidate, Contractor mark-up charged to the City per hour, and total hourly rate charged to the City. The price sheet may submitted in Excel (.xls or .xlsx) or Word (.doc or .docx) format. IF NOT BIDDING ON ANY ONE OF THE POSITIONS LISTED ENTER "NO BID" IN THE "Total Hourly Rate Charged to the City" COLUMN.*

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DatamanUSA understands and agrees the term. Price sheet is attached in Excel format.

### 5.3 PAYMENT

*The Contractor shall provide monthly statements of itemized services. Payment will be reviewed and approved by the Contract Administrator or designee.*

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DatamanUSA understands and agrees the term.

### 5.4 TAX AMOUNT

*Do not include any use tax or federal tax in your proposal. The City is exempt from the payment of federal excise tax and will add use tax as applicable.*

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DatamanUSA understands and agrees the term.

**OFFEROR NAME:** DatamanUSA, llc

**EXHIBIT B**  
**TECHNICAL RECRUITING & STAFFING**  
**COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

Temporary Technical Staff Positions: DatamanUSA, LLC shall charge the City 45% on top of the candidate's hourly rate as reflective on the attached Exhibit B.

Direct Hire: DatamanUSA, LLC shall charge the City an overall average of 11% fee for Direct Hire staff. Exact percentages are reflected on the attached Exhibit B.

**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 \$300,000 for the entire Term.

**DETAILED PROJECT COMPENSATION**

The City may use this Contract to fill certain IT positions across all departments. The attached Exhibit B provides additional information for how the direct hire and temporary technical staffing positions will be calculated.

	A	B	C	D	E	F
	Technical Job Title	Technical Job Description	Able to provide candidate within (x) days of request	Candidate's Hourly Rate (A)	Contractor Mark-up Charged to City (B)	Total Hourly Rate Charged to the City (A x B)
2						
3	Business Analyst 1 - 3 Years	Uses computers and related systems to design new IT solutions, modify, enhance or adapt existing systems and integrate new features or improvements, all with the aim of improving business efficiency and productivity. Conducts cost analysis and agree the timeframe to implement the proposed solution. They specify and shape the system requirements and operations, the user interface and output and present the proposal to the client.	2 Business days	\$30.00	52%	\$45.60
4	Business Analyst 4 - 7 Years	Uses computers and related systems to design new IT solutions, modify, enhance or adapt existing systems and integrate new features or improvements, all with the aim of improving business efficiency and productivity. Conducts cost analysis and agree the timeframe to implement the proposed solution. They specify and shape the system requirements and operations, the user interface and output and present the proposal to the client.	4 Business Days	\$45.00	45%	\$65.25
5	Systems Administrator 1 - 3 Years	Monitor and coordinate all data system operations, including security procedures, and liaison with end users. Ensure that necessary system backups are performed and storage and rotation of backups is accomplished. Monitor and maintain records of system performance and capacity to arrange vendor services or other actions for reconfiguration and anticipate requirements for system expansion. Assist managers to monitor and comply with State data security requirements. Coordinate software development, user training, network management and minor installation and repair of equipment.	2 Business days	\$32.00	52%	\$48.64



	A	B	C	D	E	F
6	Systems Administrator 4 - 7 Years	Monitor and coordinate all data system operations, including security procedures, and liaison with end users. Ensure that necessary system backups are performed and storage and rotation of backups is accomplished. Monitor and maintain records of system performance and capacity to arrange vendor services or other actions for reconfiguration and anticipate requirements for system expansion. Assist managers to monitor and comply with State data security requirements. Coordinate software development, user training, network management and minor installation and repair of equipment.	4 Business Days	\$45.00	45%	\$65.25
7	Network Engineer 1 - 3 Years	Perform similar duties as directed or instructed by the senior network engineer. Conduct studies pertaining to network configuration and monitor traffic patterns such as protocols and peak usage. Stays current with technological changes.	2 Business days	\$28.00	52%	\$42.56
8	Network Engineer 4 - 7 Years	Perform similar duties as directed or instructed by the senior network engineer. Conduct studies pertaining to network configuration and monitor traffic patterns such as protocols and peak usage. Stays current with technological changes.	4 Business Days	\$40.00	50%	\$60.00
9	Database Administrator 1 - 3 Years	Must be capable of providing highly technical expertise and support in the use of DBMS. Must be able to evaluate and recommend available DBMS products to support validated user requirements. Defines file organization, indexing methods, and security procedures for specific user applications. Develops, implements, and maintains database back-up and recovery procedures for the processing environments, and ensures that data integrity, security, and recoverability are built into the DBMS applications.	2 Business days	\$40.00	52%	\$60.80

	A	B	C	D	E	F
10	Database Administrator 4 - 7 Years	Must be capable of providing highly technical expertise and support in the use of DBMS. Must be able to evaluate and recommend available DBMS products to support validated user requirements. Defines file organization, indexing methods, and security procedures for specific user applications. Develops, implements, and maintains database back-up and recovery procedures for the processing environments, and ensures that data integrity, security, and recoverability are built into the DBMS applications.	4 Business Days	\$60.00	45%	\$87.00
11	Network Engineer (SCADA Experienced) 1 - 3 Years	Perform similar duties as directed or instructed by the senior network engineer. Conduct studies pertaining to network configuration and monitor traffic patterns such as protocols and peak usage. Stays current with technological changes.	4 Business Days	\$40.00	52%	\$60.80
12	Network Engineer (SCADA Experienced) 4 - 7 Years	Perform similar duties as directed or instructed by the senior network engineer. Conduct studies pertaining to network configuration and monitor traffic patterns such as protocols and peak usage. Stays current with technological changes.	4 Business Days	\$60.00	45%	\$87.00
13	Control System Engineer 1 - 3 Years	Control Systems Engineers analyze user requirements and the design of process and/or mechanical equipment to design automation systems that will cause the equipment to function in the desired manner. They analyze user requirements, procedures, and problems to identify the system components and develop the design and functional specifications for the automation systems. They are responsible for the interface between the hardware and software development for the automation system	2 Business days	\$40.00	55%	\$62.00

	A	B	C	D	E	F
14	Control System Engineer 4 - 7 Years	Control Systems Engineers analyze user requirements and the design of process and/or mechanical equipment to design automation systems that will cause the equipment to function in the desired manner. They analyze user requirements, procedures, and problems to identify the system components and develop the design and functional specifications for the automation systems. They are responsible for the interface between the hardware and software development for the automation system	4 Business Days	\$65.00	45%	\$94.25
15	Analyst, Computer Software/Integration (Senior)	Must be knowledgeable in implementing computer systems in a phased approach of requirements analysis and conceptual design, site survey, system design review, critical design review, installation, integration, and testing. Must be knowledgeable in performing requirements analysis for a wide range of users in areas such as office automation, and finance and accounting. Must be able to present system designs for user approval at formal reviews. Must be capable of performing configuration management, software integration, interpreting software test results, and recommending	4 Business Days	\$64.00	45%	\$92.80
16	Analyst, Computer Systems (Junior)	Develops requirements for information systems from a project's inception to conclusion. Develops required specifications for simple to moderately complex systems. Assists senior computer systems	2 Business days	\$38.00	55%	\$58.90
17	Analyst, Computer Systems (Senior)	Provides technical and administrative direction for personnel performing software development tasks, including the review of work products for correctness, adherence to the design concept and to user standards and for progress in accordance with schedules. Must be able to coordinate with the Program Manager to ensure problem solution and user satisfaction. Makes recommendations, if needed, for approval of major systems installations. Prepares milestone status reports and deliveries/presentations on the system concept to colleagues, subordinates, and end user representatives. Provides daily supervision and direction to support staff.	4 Business Days	\$64.00	45%	\$92.80

	A	B	C	D	E	F
18	Analyst, Systems (Senior)	Serves as a computer systems expert on assignments that typically involve establishing automated systems, where concern is with overall life cycle structure; and conducts feasibility studies from design, implementation and post-implementation evaluation from a number of possible approaches. Design criteria must be established to accommodate changes in legislation, mission, or functional program requirements.	4 Business Days	\$64.00	45%	\$92.80
19	Application Developer, Advanced Technology	Must be able to translate applications requirements into web-based solutions using available technology. Must be able to apply new and emerging technologies to the software development process	3 Business Days	\$70.00	45%	\$101.50
20	Application Developer, Advanced Technology (Senior)	Must be able to translate applications requirements into web-based solutions using available technology. Must be able to apply new and emerging technologies to the software development process.	3 Business Days	\$80.00	45%	\$116.00
21	Applications Development Expert	Provides design recommendations based on long-term IT organization strategy. Develops enterprise level application and custom integration solutions including major enhancements and interfaces, functions and features. Uses a variety of platforms to provide automated systems applications to customers. Provides expertise regarding the integration of applications across the business. Determines specifications, then plans, designs, and develops the most complex and business critical software solutions, utilizing appropriate software engineering processes – either individually or in concert with a project team. Will assist in the most difficult support problems.	3 Business Days	\$95.00	45%	\$137.75

	A	B	C	D	E	F
22	Applications Programmer	Analyzes functional business applications and design specifications for functional areas such as finance, accounting, personnel, manpower, logistics, and contracts. Develops block diagrams and logic flowcharts. Translates detailed design into computer software. Tests, debugs, and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Enhances software to reduce operating time or improve efficiency. Provides technical direction to programmers as required to ensure program deadlines are met.	3 Business Days	\$45.00	45%	\$65.25
23	Architect, Application (Senior)	Manages major projects that involve providing professional support services and/or the integration, implementation and transition of large, complex systems. Provides design and development of e-government solutions, and is responsible for technical design and implementation of the architecture. Designs, develops and maintains infrastructure and backend applications. Provides expertise on defining the role of broadband and wireless applications. Provides definition of current State architecture blueprints. Provides expertise with web servers, gateways, and application servers and content management systems. Provides experience in web application technologies and middleware solutions. Researches new technologies and products for their applicability to business processes. Must be able to compare various solutions and determine the most suitable. Ensures that development efforts are well planned and in agreement with standards.	3 Business Days	\$80.00	45%	\$116.00

	A	B	C	D	E	F
24	Architect, Information Technology (Senior)	Provides expertise in the most current principles and practices of architecture data management systems and experience in large system designs, and with data modeling in the information management arena. Provides expertise in modeling and organizing information to facilitate support of projects or information architectures. Provides guidance on how and what to data and process model. Primarily deals with transition planning from legacy to modern systems by concentrating on information flows, data exchange, and data translation standardization services.	3 Business Days	\$95.00	45%	\$137.75
25	Architect, Internet/Web	Responsible for analyzing assigned specifications, planning, designing and developing solutions, utilizing appropriate Internet/Intranet/Extranet architecture processes supporting a wide range of business process. Provides appropriate documentation for object design decisions, estimating assumptions, applets and performance metrics – as required by organization architecture process standards, or as assigned. Responsible for minimizing the issues between the client and the server applications and for the overall setup and design of the Internet and web server architecture. Impact and complexity of this job increases if organization is utilizing Internet solutions (vs. only Intranet), especially those with significant business impact (e.g., e-business).	3 Business Days	\$95.00	45%	\$137.75
26	Architect, Systems (Senior)	Responsible for developing business, data, systems, and infrastructure models to develop enterprise architectures. Develops plans for migrating architectures. Develops technical reference models to include hardware/software standards. Engineer's integrated hardware and software solutions to meet mission requirements.	3 Business Days	\$95.00	45%	\$137.75

	A	B	C	D	E	F
27	Computer Operator	A high school diploma or equivalent. An Associate's Degree from an accredited college or university in Computer Science, Information Systems, Business or other related technical discipline is preferred. An Associate's Degree in one of the above disciplines equals one-year specialized and two years general experience. An additional year of specialized experience may be substituted for the required education.	3 Business Days	\$45.00	45%	\$65.25
28	Engineer, Network Security	Designs, develops, engineers, and implements solutions for projects such as biometrics, smart cards, Secure remote access, VPN, Intrusion detection, port scanning, web security and vulnerability assessments and remediation.	3 Business Days	\$90.00	45%	\$130.50
29	Engineer, Software	Reviews and analyzes system specifications. Prepares programming specifications. Analyzes existing systems/subsystems for reusability benefits and needed changes. Prepares design plans and written analyses. Prepares unit and test scripts. Prepares documentation.	3 Business Days	\$76.00	45%	\$110.20
30	Help Desk Manager	Provides daily supervision and direction to staff who are responsible for phone and in-person support to users in the areas of e-mail, directories, standard Windows desktop applications, and other network services. Manages personnel who serve as the first point of contact for troubleshooting hardware and software PC and printer problems.	3 Business Days	\$45.00	45%	\$65.25

	A	B	C	D	E	F
31	IT Professional (Senior)	Identifies strategic issues for the Information Management Department and advises IT Senior Management of the risks and/or opportunities created by these issues. Issues will be centered on IT measurements and IT project management. IT measurements will encompass the refining or creating of measures related to value creation of IT products and services. Project Management will include presenting recommendations on ways of managing projects more effectively (including, but not limited to: appropriate methodology and quality reviews) Accountabilities include coordinating input from various IT departments to develop recommendations, conducting analyses of issues and ensuring adequate communication of the endorsed positions and recommendations to stakeholders.	3 Business Days	\$80.00	45%	\$116.00



	A	B	C	D	E	F
32	Network Administrator	Performs a variety of network management functions related to the operation, performance or availability of data communications networks. Experience with cable/LAN meters, protocol analyzers, SNMP and RMON based software products. Knowledge of Ethernet, FDDI and high speed WANs and routers. Analyze client LANs/WANs, isolate source of problems, and recommend reconfiguration and implementation of new network hardware to increase performance. Advanced knowledge of network operating systems. Modifies command language programs, network start up files, assigns/reassigns network device logicals, participates in load balancing efforts throughout the network to achieve optimum device utilization and performance. Establishes new user accounts on the network granting access to required network files and programs. Manages network Email functions. Establishes mailboxes and monitors mail performance on the network. Troubleshoots network/user problems, presents resolutions for implementation. Prepares a variety of network resource reports.	3 Business Days	\$35.00	55%	\$54.25
33	Network Technician (Junior)	Perform similar duties as directed or instructed by the senior network engineer. Adds or exchanges externally connected PC accessories and data communications equipment including cables, boards, batteries, disks drives, and other PC components. Attaches, detaches, or exchanges LAN cabling to workstations, servers, network devices, telecommunications and data communications equipment.	2 Business days	\$40.00	55%	\$62.00

	A	B	C	D	E	F
34	Network Technician (Senior)	Adds or exchanges externally connected PC accessories and data communications equipment. Troubleshoots LANs/WANs and provides problem resolution for PC and data communications hardware. Adds or replaces boards, batteries, disks drives, and other PC components. Installs cabling for networks such as LANs and WANs. Attaches, detaches, or exchanges LAN cabling to workstations, servers, network devices, telecommunications and data communications equipment. Works independently, may provide supervision and guidance to two (2) or more network technicians	3 Business Days	\$50.00	45%	\$72.50
35	Project Manager	The Project Manager is assigned the management of a specific project and the work performed under assigned Task Orders. Performs day-to-day management of the project, identifies issues and risks and recommends possible issue and risk mitigation strategies associated with the project. Acts as a facilitator between a State agency and IT contractor. Is responsible for ensuring that work performed under TOs is within scope, consistent with requirements, and delivered on time and on budget. Identifies critical paths, tasks, dates, testing, and acceptance criteria. Provides solutions to improve efficiency (e.g., reduce costs while maintaining or improving performance levels). Monitors issues and provides resolutions for up-to-date status reports. Demonstrates excellent writing and oral communications skills.	3 Business Days	\$80.00	45%	\$116.00

	A	B	C	D	E	F
36	Quality Assurance Specialist	Must be able to determine the resources required for quality control. Must be able to maintain the level of quality throughout the software life cycle. Develops software quality assurance plans. Must be capable of maintaining and establishing a process for evaluating software and associated documentation. Participates in formal and informal reviews at predetermined points throughout the development life cycle to determine quality. Examines and evaluates the software quality assurance (SQA) process and recommends enhancements and modifications. Develops quality standards.	3 Business Days	\$50.00	45%	\$72.50
37	Security, Computer Systems Specialist	Analyzes and defines security requirements for MLS issues. Designs, develops, engineers, and implements solutions to MLS requirements. Gathers and organizes technical information about an agency's mission goals and needs, existing security products, and ongoing programs in the MLS arena. Performs risk analyses, which also include risk assessment. Provides daily direction to staff.	3 Business Days	\$95.00	45%	\$137.75
38	Technical Writer/Editor	Assists in collecting and organizing information for preparation of user manuals, training materials, installation guides, proposals, and reports. Edits functional descriptions, system specifications, user manuals, special reports, or any other customer deliverables and documents. Conducts research and ensures the use of proper technical terminology. Translates technical information into clear, readable documents to be used by technical and non-technical personnel. For applications built to run in a Windows environment, uses the standard help compiler to prepare all on-line documentation. Assists in performing financial and administrative functions. Must demonstrate the ability to work independently or under only general direction.	3 Business Days	\$50.00	45%	\$72.50

	A	B	C	D
1	<b>Vendor: DatamanUSA, llc</b>	<b>Column1</b>	<b>Column2</b>	<b>Column3</b>
2	Technical Job Title	Approximate Pheonix Market Annual Salary	Rate (* percentage charged to City)	Current Candidate Pool Available
3	Business Analyst 1 - 3 Years	\$45,000	11%	Yes
4	Business Analyst 4 - 7 Years	\$68,000	11%	Yes
5	Systems Administrator 1 - 3 Years	\$50,000	11%	Yes
6	Systems Administrator 4 - 7 Years	\$75,000	11%	Yes
7	Network Engineer 1 - 3 Years	\$48,000	11%	Yes
8	Network Engineer 4 - 7 Years	\$75,000	11%	Yes
9	Database Administrator 1 - 3 Years	\$55,000	11%	Yes
10	Database Administrator 4 - 7 Years	\$85,000	11%	Yes
11	Network Engineer (SCADA Experienced) 1 - 3 Years	\$75,000	11%	Yes
12	Network Engineer (SCADA Experienced) 4 - 7 Years	\$94,000	11%	Yes
13	Control System Engineer 1 - 3 Years	\$55,000	11%	Yes
14	Control System Engineer 4 - 7 Years	\$70,000	11%	Yes
15	.NET Programmer 1 - 3 Years	\$50,000	11%	Yes
16	.NET Programmer 4 - 7 Years	\$78,000	11%	Yes
17	Any other position		11%	

**EXHIBIT C**  
**TECHNICAL RECRUITING & STAFFING**  
**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.



## Legislation Description

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**File #: 16-504, Version: 1**

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**AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH MINDLANCE, INC., FOR TECHNICAL RECRUITING AND STAFFING SERVICES**

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

**Purpose and Recommended Action**

This is a request for City Council to approve and direct the City Manager to enter into an agreement with Mindlance, Inc., for Technical Recruiting and Staffing Services for one (1) year and authorizing the City Manager the option to extend the term of this agreement four (4) additional years in one (1) year increments.

**Background**

Over the past several years the city has successfully utilized a technical recruiting and staffing firm to assist us in recruiting for highly technical and specialized positions. As our technology needs to grow and change, it is in the best interest of the City to have several firms on contract that can compete for the City's business on an as needed basis. Therefore, the Human Resources & Risk Management Department in conjunction with the Innovation & Technology Department has solicited proposals from staffing firms to provide technical recruiting and staffing services. The goal is to have a group of qualified firms that specialize in technical recruiting and staffing that are capable of providing a selection of candidates who are qualified in a variety of information technology positions and also have the ability to provide temporary technology staff on an as-needed basis. In May 2016, we began the RFP process. An evaluation committee comprised of employees from Human Resources & Risk Management and Innovation & Technology reviewed the proposals for technical recruiting and staffing services. Mindlance, Inc., was ultimately selected as one of six vendors that best matched the needs of the city.

**Analysis**

Information Technology positions can be very difficult to fill due to a shortage of qualified individuals in the market and the technical skills and certifications required. Many times the positions remain vacant for month's which makes it difficult for the Innovation & Technology department to provide services to the organization. Over the past few years, the city has utilized the services of a technical recruiting and staffing firm to fill a variety of difficult regular status technology positions such as Systems Analyst, Systems Administrator, Database Administrator and Network Engineer.

We utilize these recruiting and staffing firms to assist us in the recruiting process by helping to source viable candidates when we are having difficulty sourcing qualified candidates through our normal recruitment process.

The Innovation & Technology department also occasionally needs to source highly qualified temporary

technical assistance in the areas of PeopleSoft, Police Department systems, sales tax and Water Services systems. These firms are invaluable in providing qualified technical temporary assistance and they have the ability to test and confirm these skills as well.

**Community Benefit/Public Involvement**

The ability to recruit a highly skilled and qualified workforce insures quality services for the betterment of our community.

**Budget and Financial Impacts**

The fee for utilizing a recruiting firm is only paid if we select a candidate that was provided through the recruiting firm and will be 18% of the candidate’s annual salary upon hire with the city. The hourly rate the city pays for technical temporary staffing is outlined in Exhibit B of this agreement. The hourly rate varies by job function and skill level. Due to these services only being required on an as-needed basis, we have estimated the annual cost of these services to be \$60,000 per year but will not exceed \$300,000 for the entire term of this agreement.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$60,000</b>	<b>2591-18402-518200, Professional &amp; Contractual</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?



**AGREEMENT FOR  
TECHNICAL RECRUITING & STAFFING  
City of Glendale Solicitation No. RFP 16-42**

This Agreement for Technical Recruiting & Staffing Services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Mindlance Inc., a New Jersey corporation, authorized to do business in Arizona, (the "Contractor"), as of the \_\_\_\_ day of \_\_\_\_\_, 2016.

**RECITALS**

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. RFP 16-42 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

**AGREEMENT**

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

**1. Key Personnel; Sub-contractors.**

- 1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.
- 1.2 Project Team.
  - a. Project Manager.
    - (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
    - (2) The City must approve the designated Project Manager; and
    - (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.
  - b. Project Team.
    - (1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
    - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.
  - c. Discharge, Reassign, Replacement.
    - (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

- (2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.
- (3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

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

2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

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

3.2 Licensing. Contractor warrants that:

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

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

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

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
  - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
  - (2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
  - (1) City may reuse the Work Product at its sole discretion.
  - (2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
  - (3) In such case, City shall also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

- 4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$300,000 for the entire contract Term, as specifically detailed in **Exhibit B** (the "Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.
  - a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
  - b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.
  - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in

the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

**5. Billings and Payment.**

5.1 Applications.

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

5.2 Payment.

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

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

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

**6. Termination.**

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 30 days following the date of delivery.

- a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

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

- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$1,000,000 or the amount of this Agreement, whichever is greater.

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

8. **Insurance.**

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

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

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

8.2 Sub-contractors.

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

8.3 Indemnification.

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

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

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

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

11. **Notices.**

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

- a. The Notice is in writing; and
- b. Delivered in person or by 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.

11.2 **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:

Mindlance Inc.  
c/o Vikram Kalra  
80 River Street, 4<sup>th</sup> Floor  
Hoboken, New Jersey 07030  
201-204-9752  
vik@mindlance.com

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

City of Glendale  
c/o Connie Schneider  
5850 W Glendale Avenue, Suite 317  
Glendale, Arizona 85301  
623-930-2868

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.

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

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

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

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. 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.

13.2 **Interpretation.**

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



- 13.3 **Survival.** Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.
- 13.4 **Amendment.** No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.
- 13.5 **Remedies.** All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 13.6 **Severability.** If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.
- 13.7 **Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.
14. **Term.** The term of this Agreement commences upon the effective date and continues for a one (1)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four (4) years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and any such price adjustment will be a determining factor for any renewal. There are no automatic renewals of this Agreement.
15. **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.
16. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.
- |           |                    |
|-----------|--------------------|
| Exhibit A | Project            |
| Exhibit B | Compensation       |
| 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: Kevin R. Phelps  
Its: City Manager

ATTEST:

\_\_\_\_\_  
Julie K. Bower  
City Clerk (SEAL)

APPROVED AS TO FORM:

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

Mindlance Inc.,  
a New Jersey corporation

\_\_\_\_\_  
By: Rajat Dhal  
Its: President

**EXHIBIT A**  
**TECHNICAL RECRUITING & STAFFING**  
**PROJECT**

Mindlance Inc. shall provide technical recruiting and staffing services as described on the attached Exhibit A.



# CITY OF GLENDALE MATERIALS MANAGEMENT REQUEST FOR PROPOSAL

**SOLICITATION NUMBER:** RFP 16-42

**DESCRIPTION:** TECHNICAL RECRUITING & STAFFING

**PUBLISHED DATE:** APRIL 14, 2016

**OFFER DUE DATE AND TIME:** MAY 3, 2016, 2:00pm local time

**PRE-OFFER CONFERENCE:** APRIL 21, 2016 AT 2:00 PM  
The pre-offer conference will be held at City of Glendale, 5850 W. Glendale Avenue – Municipal Building, Third Floor, Conference Room 3A, Glendale, AZ 85301  
Attendance is not required.

**SUBMITTAL LOCATION:** City of Glendale  
Materials Management  
5850 West Glendale Avenue, Suite 317  
Glendale, Arizona 85301


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

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


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

**OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.**

For questions regarding this solicitation contact:  
**Connie Schneider, C.P.M.**  
**Purchasing - Materials Management Division**  
**5850 W Glendale Av., Suite 317**  
**Glendale, AZ 85301**  
**623-930-2868**  
[CSchneider@glendaleaz.com](mailto:CSchneider@glendaleaz.com)

	<b>City of Glendale Materials Management Solicitation Number: RFP 16-42 TECHNICAL RECRUITING &amp; STAFFING</b>	<b>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</b>
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	<b>City of Glendale</b> <b>Materials Management</b> <b>Solicitation Number: RFP 16-42</b> <b>TECHNICAL RECRUITING &amp; STAFFING</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>
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## 1.0 SPECIFICATIONS

### 1.1 INTRODUCTION

The City of Glendale (City) is soliciting Requests for Proposals from qualified firms or individuals (Recruiter/Contractor) to provide technical recruiting and staffing services as described within this solicitation. The goal of the City is to have a group of qualified firms that specialize in technical recruiting and staffing. All shall be capable of providing a selection of candidates who are qualified in a variety of information technology positions on an as-needed basis.

The Information Technology (IT) group supports over 1900 users and 29 locations across the City. IT is responsible for providing Service Desk, telecommunications, application, server, and network support.

### 1.2 SCOPE OF SERVICES


#### 1.2.1 MINIMUM QUALIFICATIONS/REQUIREMENTS: Recruiter shall:

- 1.2.1.1 Specialize in information technology staffing services including temporary placements;
- 1.2.1.2 Use proven testing and screening procedures to validate candidates' technical competency;
- 1.2.1.3 Conduct criminal background checks and conduct behavioral screening to validate candidates' suitability for employment;
- 1.2.1.4 Perform reference checks in advance;
- 1.2.1.5 Be able to obtain and/or retain a sufficient pool of qualified IT candidates to meet the City's needs;
- 1.2.1.6 Provide the City with a single point of contact for the management of services stated herein;
- 1.2.1.7 Ensure qualified candidates will follow the City's technical policies and procedures including change control and system documentation requirements; and,
- 1.2.1.8 Provide a placement guarantee for all candidates recruited.

#### 1.2.2 RECRUITMENT REQUIREMENTS:

Occasionally, the City may need assistance in the recruitment for technical positions. The City may request recruitment services from multiple recruiters for the same position. A sampling of the highly sought after positions that may be required by the City include but are not limited to the following:

- Systems Analyst
- Systems Administrator
- Network Engineer

	<b>City of Glendale</b> <b>Materials Management</b> <b>Solicitation Number: RFP 16-42</b> <b>TECHNICAL RECRUITING &amp; STAFFING</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>
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- Database Administrator
- Network Engineer (SCADA experienced)
- Control System Engineer


**1.2.2.1 Hiring Process** - While the City may make changes to this process, the typical hiring process is as follows:

**1.2.2.1.1 Identifying Candidates**

- a) City will provide the recruiters with the job description of the position being recruited for which includes minimum qualifications, special requirements, and certifications required;
- b) Candidates must meet the minimum qualifications of the position in order to be considered;
- c) Recruiter shall provide the City with list of qualified candidates;
- d) Recruiter shall conduct recruitment;
- e) City will review resumes from recruiters;
- f) City will identify candidate(s) from Recruiter's list of qualified candidates to interview;
- g) City will conduct phone interview with identified candidates
- h) City will conduct in-person/Skype interviews with candidate(s) from phone interview(s) that the city determines are most qualified;
- i) At times, multiple interviews may be requested;

**1.2.2.1.2 Upon Identification of Top Candidate:**

- a) Recruiter shall conduct reference checks using the city's required Reference Check form, which is currently in paper format;
- b) Recruiter shall ensure the candidate completes the City's job application;
- c) Recruiter shall submit completed reference checks and completed application and resume to the Human Resource contact;
- d) The City's Human Resources Department will review the information and will contact the recruiter with a salary offer;
- e) If the candidate accepts position, a conditional offer letter will be prepared by Human Resources and a start date identified;
- f) All job offers are contingent upon successful completion of the City's own background check.

 <p>GLENDALÉ</p>	<p style="text-align: center;"><b>City of Glendale Materials Management Solicitation Number: RFP 16-42 TECHNICAL RECRUITING &amp; STAFFING</b></p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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### 1.2.3 SELECTED CANDIDATE:

#### 1.2.3.1 Recruitment Fees:

- a) The City shall not pay the direct hire recruitment fee until 30 days after the candidate's first day of work.
- b) City requires that the recruiters assist the City in identifying a new candidate at no cost if the original candidate is released from the City within 60 days of the first day of work.


#### 1.2.3.2 Temp-to-Hire:

- a) The City may at its option, hire temporary or temp-to-hire technical staff in the event of there being an immediate need to fill a position.
- b) Should the City convert a temp-to-hire candidate to a full time City employee, notice shall be provided to the Contractor 30 days prior to the conversion.

#### 1.2.3.3 Background Checks:

- a) Direct hire technical positions funded by the City's Police Department must complete an in depth background check.
- b) Once a direct hire candidate has been identified, he/she will be given a conditional job offer that is contingent upon the successful completion of the background check performed by the City;
- c) The direct hire candidate will complete a background packet, which will be submitted to the Police Department so the background check can be conducted.
- d) A polygraph test may or may not be required and the determination will be made by the Glendale Police Department.
- e) Upon successful completion of the background check, a start date for the candidate will be identified.
- f) Temporary staff shall have undergone a background check conducted by the Recruiter including E-Verify.
- g) The City reserves the right to conduct a fingerprint background check for all new direct hires and for temporary placements if deemed necessary.



	<b>City of Glendale</b> <b>Materials Management</b> <b>Solicitation Number: RFP 16-42</b> <b>TECHNICAL RECRUITING &amp; STAFFING</b>	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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## 2. SPECIAL INSTRUCTIONS

### 2.1 PRE-OFFER CONFERENCE

2.1.1 A Pre-Offer Conference will be held on **April 21, 2016 2:00 P.M, Arizona Time, located at 5850 W. Glendale Avenue, Room 3A.** Attendance is not required.

Copies of the Request for Proposal (RFP) will NOT be available.

2.1.2 The purpose of the conference will be to clarify the contents of the solicitation in order to prevent any misunderstanding of the City of Glendale's position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to the City at the conference. The City will determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation.

### 2.2 RETURN OF OFFER The Offeror shall submit three (3) hardcopies marked as "Copies". The offeror shall submit a complete proposal on a CD or flash drive as one file folder. The folder shall be identified as "RFP 16-xx – *Original - Name of Offeror.*" (For example: RFP 16-xx – Original - ABC Company.)

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

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


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

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

2.3.1 COVER SHEET

2.3.2 OFFER SHEET, Section 5.0

2.3.3 PRICE SHEET, Section 6

 <p>GLENDALÉ</p>	<p><b>City of Glendale</b>  <b>Materials Management</b>  <b>Solicitation Number: RFP 16-42</b>  <b>TECHNICAL RECRUITING &amp; STAFFING</b></p>	<p>CITY OF GLENDALE  Materials Management  5850 West Glendale  Avenue, Suite 317  Glendale, Arizona 85301</p>
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**2.3.4 ADDENDUM, Return all addenda (if applicable).**

**2.3.5 SUBMISSION REQUIREMENTS, Section 2.4 (written narrative)**

## **2.4 SUBMISSION REQUIREMENTS**

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

### **2.4.1 EXPERIENCE AND QUALIFICATIONS**

**2.4.1.1** Offeror's proposal should include:

- Company profile that details company history;
- Organization chart;
- Business locations; and
- Number of years in business.

**2.4.1.2** Offeror shall provide names and years' of experience of key personnel;


**2.4.1.3** Offeror shall provide a description of the firms size and organizational structure that includes number of years' experience in the IT Staffing and Recruiting business, areas of expertise, and special achievements;

**2.4.1.4** Offeror shall provide details of recruitments undertaken that are of similar nature based on the City's Specifications;

**2.4.1.5** Offeror shall describe training in technology provided to their temporary candidate pool;

### **2.4.2 METHOD OF APPROACH**

**2.4.2.1** Offeror shall clearly provide their written understanding of the City's requirements, specifications, meeting the terms and conditions of the RFP and matching the proposed methods to accomplish the needs of the City;

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- 2.4.2.2 Offeror shall provide a communication plan between key personnel and the City of Glendale;
- 2.4.2.3 Offeror shall describe method and approach for recruiting technical talent;
- 2.4.2.4 Offeror shall describe how a candidate's technical skills are identified, assessed, and validated;
- 2.4.2.5 Offeror shall describe types of testing conducted and screening processes used, prior to selecting a candidate in their temporary staff pool;
- 2.4.2.6 Offeror shall describe their method of approach to tracking temporary staff attendance;
- 2.4.2.7 Offeror shall describe the communication process used to notify the City of an assigned temporary staff's absence;

#### **2.4.3 CAPACITY OF OFFEROR - KNOWLEDGE OF PHOENIX MARKET**


- 2.4.3.1 Offeror shall provide three (3) recent (within the last 3 years) client/customer references from organizations of similar size and scope to the City for the services described herein. Include:
  - 2.4.3.1.1 Name of Organization;
  - 2.4.3.1.2 Contact Name and Title
  - 2.4.3.1.3 Service dates;
  - 2.4.3.1.4 Number of temporary positions filled;
  - 2.4.3.1.5 Number of recruitments conducted and positions filled;
- 2.4.3.2 Offeror shall describe their knowledge of the Phoenix market;
- 2.4.3.3 Offeror shall describe their turnover rate of temporary assignment employees and retention rate for recruitments;

#### **2.4.4 PLACEMENT GUARANTEE**

- 2.4.4.1 Offeror shall describe their placement guarantee;
- 2.4.4.2 Offeror shall describe their process to address a situation where the City is not satisfied with the temporary staff placed;
- 2.4.4.3 Offeror shall describe their process and replacement policy to address a situation where a temporary staff position leaves prior to the end of the assignment;

#### **2.4.5 PRICING STRUCTURE**

- 2.4.5.1 Offeror's shall bid in accordance with the pricing structure as outlined in Section 5. While cost is a significant factor in the determination of award, it is not the only factor. The award will not be based on price alone, nor will it be based solely upon the lowest fees submitted.

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

- Experience and Qualifications – 20%
- Method of Approach – 20%
- Capacity of Offeror - Knowledge of Phoenix market – 20%
- Placement guarantee – 15%
- Costs – 25%


**2.6 TYPE OF AWARD** The City reserves the right to make multiple awards or to award by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one bidder is not in the City's best interest, "all or none" Bids shall be rejected.

**2.7 ALTERNATE OFFERS/EXCEPTIONS** Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Offeror shall clearly and specifically detail all exceptions to the exact requirements imposed by this solicitation. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the Offer. If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.


**2.8 SITE INSPECTION** Offeror shall visit the site(s) to become familiar with any conditions which may affect the performance and pricing. Submission of an Offer will be prima facie evidence that the Offeror did, in fact, make a site inspection and is aware of all conditions.

**2.9 INQUIRIES** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An Offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, no later than **five days** prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

**2.10 EVALUATION PANEL** Offeror submittals will be evaluated by an evaluation panel. Award shall be made to the responsive, responsible Offeror whose proposal is determined to be the most advantageous to the City.


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- 2.11 PANEL CONTACT** Offerors shall have no exclusive meetings, conversations or communications with an individual evaluation panel member on any aspect of the RFP, after submittal.
- 2.12 INTERVIEWS** The City reserves the right to conduct interviews with some or all of the Offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the Offeror for the costs associated with the interview process.
- 2.13 ADDITIONAL INVESTIGATIONS** The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Offeror submitting a proposal.
- 2.14 DISCUSSIONS AND REVISIONS TO PROPOSAL** Discussions may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award; and may obtain pertinent information for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Should the City elect to call for 'best and final' offers, Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such discussions shall be to:
- 2.14.1** Determine in greater detail such Offeror's qualifications, and
  - 2.14.2** Explore with the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;
  - 2.14.3** Determining that the Offeror will make available the necessary personnel and facilities to perform within the required time;
  - 2.14.4** Agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.
- 2.15 BEST AND FINAL OFFERS** The City may request best and final offers if deemed necessary, and will determine the scope and subject of any best and final request.
- 2.16 PROPOSAL EVALUATION** The City reserves the right to secure additional information from the Offeror in various forms and or to award based on submitted information.

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

From the time the RFP is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Black-Out Period"), Offerors, directly


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

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

- 2.22 PROPRIETARY INFORMATION** An Offeror shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Offeror shall not mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.


Offeror's acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority, the City will provide Offeror with prompt written notice so that Offeror may seek a protective order or other appropriate remedy. The Offeror, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror in the event that the City must legally disclose the Proprietary Information.

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### 3.0 SPECIAL TERMS AND CONDITIONS

- 3.1 TERM OF AGREEMENT** The initial term of the contract shall be one (1) year upon approval by the City Council.
- 3.2 OPTION TO EXTEND** The City may, at its option and with the approval of the Contractor, extend the term of this agreement four (4) additional years in one (1) year increments based on satisfactory Contractor performance. Contractor shall be notified in writing by the City 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.
- 3.3 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.
- 3.4 INCORPORATION BY REFERENCE** All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments or exhibits. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City's 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.
- 3.5 INSURANCE** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.
- 3.5.1 MINIMUM SCOPE AND LIMIT OF INSURANCE**  
Coverage shall be at least as broad as:
- 3.5.1.1 Commercial General Liability (CGL):** Insurance covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 3.5.1.2 Automobile Liability:** Insurance covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code



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9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

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

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

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

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


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

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

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

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

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

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**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.

**3.6 INDEMNIFICATION CLAUSE:**


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

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

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


For purposes of this provision, the following definitions apply:

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

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

- 3.8 ESTIMATED QUANTITIES** The Quantities listed are the City’s best estimate and do not obligate the City to order or accept more than City’s actual requirements during the period of this agreement as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirements for the contract period, except that the estimated quantity shown for each proposal item shall not be exceeded by 100% without the express written approval of the Materials Manager. Any demand or order made by any employee or officer of the City, other than the Materials Manager, for quantities in the excess of the estimated quantities shall be void if the written approval of the Materials Manager was not received prior to the Contractor's performance.
- 3.9 COOPERATIVE USE OF CONTRACT** This agreement may be extended for use by other governmental agencies and political subdivisions of the State, including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link: <http://www.maricopa.gov/Materials/save.aspx>.
- 3.10 PUBLIC RECORD** Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All proposals submitted in response to the Solicitation shall become the property of the City and, subsequent to award recommendation, become a matter of public record available for review pursuant to Arizona Public Records Law.
- If a Contractor believes that a specific section of its Proposal response is confidential, that should be withheld from the public record, Contractor shall isolate the pages and mark each page confidential in a specific and clearly labeled section of its Proposal response. The Contractor shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed. The City 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. Price is not confidential and will not be withheld.
- 3.11 PERMITS AND LICENSES** The Contractor and Subcontractors shall be responsible for determining and securing, at his/her expense, any and all licenses and

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permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing operations and maintenance of the facility. Such fees shall be included in and are part of the total proposal cost. During the term of the contract, the Contractor shall notify the City in writing, within two (2) working days, of any suspension, revocation or renewal.


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

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

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

For this purpose, a primary and secondary emergency contact name and phone number are required from the Contractor. It is critical to the City that the contractor's emergency contact information remains current. The 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. In general, the order will be placed using a City Procurement Card. The billing is to include the emergency opening fee, if applicable.

	<p style="text-align: center;"><b>City of Glendale</b>  <b>Materials Management</b>  <b>Solicitation Number: RFP 16-42</b>  <b>TECHNICAL RECRUITING &amp; STAFFING</b></p>	<p style="text-align: center;">CITY OF GLENDALE  Materials Management  5850 West Glendale  Avenue, Suite 317  Glendale, Arizona 85301</p>
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- 3.14 ADDITIONS OF PRODUCTS OR SERVICES** The City reserves the right to add additional products or services to this contract when deemed necessary by the City. If this occurs, the Contractor will be requested to submit a negotiable quotation for the additions. Upon approval and authorization by the Materials Manager such additions will be added to and become a part of the contract through properly executed forms.
- 3.15 NON-DISCRIMINATION** By submitting this Offer, Contractor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

*'ORIGINAL'*



**City of Glendale**

**Solicitation # RFP 16-42**

**Technical Recruiting & Staffing Services**

***TECHNICAL & PRICE PROPOSAL***

**Due Date and Time: May 3, 2016 by 2:00 PM**

**SUBMITTED BY:**



**80 River Street, Fourth Floor,  
Hoboken, NJ 07030  
Telephone: 201-386-5400  
Fax: 201-386-0553  
<http://www.mindlance.com>**

**SUBMITTED TO:**

**City of Glendale  
Materials Management  
5850 West Glendale Avenue, Suite 317, 3<sup>rd</sup> Floor  
Glendale, Arizona 85301  
Attention: Connie Schneider, C.P.M.  
Phone: 623-930-2868  
E-mail: [CSchneider@glendaleaz.com](mailto:CSchneider@glendaleaz.com)**

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed – in whole or in part – for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of – or in connection with – the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets of our proposal that are marked as such in the page footers.



## TITLE PAGE

<b>Subject</b>	Mindlance's Response to City of Glendale Solicitation # RFP 16-42 titled 'Technical Recruiting & Staffing Services'.
<b>Summary</b>	This document contains Mindlance's Proposal to provide Technical Recruiting & Staffing Services to the City of Glendale for duration of the contract.
<b>Solicitation Number</b>	RFP 16-42
<b>Name of Offeror</b>	Mindlance Inc.
<b>Address of Offeror</b>	80 River Street, Fourth Floor, Hoboken, NJ 07030
<b>Telephone Number</b>	201.204.9752
<b>Facsimile</b>	201.386.0553
<b>Internet Address</b>	<a href="http://www.mindlance.com">http://www.mindlance.com</a>
<b>Federal Tax ID</b>	22-3688948
<b>DUNS Number</b>	17-2418605
<b>Revenue</b>	\$125 MN in 2015
<b>Year Founded</b>	1999
<b>Organizational Representative</b>	Vikram Kalra - President & CEO 80 River Street Fourth Floor Hoboken, NJ 07030 Phone: 201.204.9752 Cell: 201.993.5155 Email: <a href="mailto:vik@mindlance.com">vik@mindlance.com</a>



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## 1. TAB I: 2.3.1 COVER SHEET

May 3, 2016

City of Glendale  
5850 West Glendale Avenue, Suite 317, 3rd Floor  
Glendale, Arizona 85301

Dear Ms. Connie Schneider,

Mindlance is pleased to submit this proposal in response to City of Glendale Request for Proposal (Solicitation # RFP 16-42) titled 'Technical Recruiting & Staffing Services' to provide Information Technology recruiting and staffing services to City of Glendale (CITY). Mindlance, Inc. – incorporated in Hoboken, New Jersey in 1999 – is a privately-held S Corporation) and a certified MBE business registered with NY/NJ National Minority Supplier Development Council (NMSDC). We are a staffing and consulting firm with core expertise in the IT, Financial Services, Communication and Healthcare Industry with extensive experience in providing diverse IT & Non-IT skills at enterprise level to its Fortune 500 and Government clients for their business critical needs. Headquartered in Hoboken, New Jersey, we are a national provider presently serving clients in over 40 states through our 12 regional offices. Mindlance has successfully deployed IT projects with a variety of Fortune 500 Clients and Government Clients. Mindlance has MSA with **World Bank, New York Power Authority (NYPA), Federal Reserve Bank of New York (FRB NY), New York University Medical College (NYUMC), Universal Service Administrative Company (USAC), State of Maryland Department of Information Technology (MDoIT), State of Oklahoma, State of North Carolina, State of Minnesota**, Citizens Property Insurance Corporation, FL, Pennsylvania State System of Higher Education (PASSHE), University of Massachusetts (UMass), Baltimore County Public Schools (BCPS), **Pima County, AZ**, City of Minneapolis, MN, Sound Transit, WA and Miami University, OH for providing IT staffing services. We presently have office in Phoenix, AZ that services our clients such as Pima County, AZ, Intel, Qualcomm, Apple, Amex, J&J, Becton Dickinson and CSC (to name a few) in State of AZ. In addition we support our clients in the Western US region from this location. **Since May, 2012 we have been providing IT Staffing services to Pima County, AZ for different projects on diverse technological platforms.**

Mindlance is presently serving 90+ clients across the country (which generates over \$125 million in revenues for Mindlance) through its twelve office locations. Mindlance has more than 2,000 billable consultants in the U.S across the verticals including IT. We consistently place over 3,600 new consultants annually (approx. 300 new consultants each month) across clients. We are consistently ranked as one of the fastest growing companies and have won several awards including recognitions from Staffing Industry Analyst, Deloitte Technology, Inc., and Diversity Business. We have achieved this success by focus on the MSP/VMS model where the key drivers for success are (1) Coverage (2) Timeliness (3) Quality (4) Pricing, (5) Compliance and (6) Service.

**Mindlance has been consistently recognized as one of the top performing vendors by several MSPs. In 2015 itself, we have been recognized with Supplier Excellence Awards by 4 of the top 8 MSP providers:**

- a. **TAPFIN**
  - a. 2015 Supplier Excellence Award (1 of 3 companies to win this award);
  - b. Tapfin Elite Partner 2015;
  - c. Tapfin "Partner of the Year 2015"
- b. **KellyOCG**
  - a. 2015 Supplier Excellence Award (4 straight years)
- c. **Agile-1**
  - a. 2015 Platinum Award for Staffing companies between \$100 and \$200 million in revenues
  - b. 2014 Diversity Supplier of the Year
- d. **Geometric Results (GRI)**
  - a. Platinum Preferred Partner (P3) Award Recognition

From an individual program VMS perspective, below are some of the client recognitions/ rankings for Mindlance:

- Qualcomm: # 1 IT and Engineering staffing vendor
- Apple: # 1 staffing vendor for IT and Professional
- Intel: # 1 staffing vendor nationally across skills
- Cigna: # 3 Staffing Vendor
- Humana: Top 3 Staffing Vendor
- Express Script: #2 Staffing Vendor
- Covidien: # 1 vendor)
- Astra Zeneca (Rookie of the Year; # 3 overall)
- Johnson & Johnson (For 3 straight years, consistently a top 3 vendor out of 100 plus vendors)



- Yahoo: # 1 staffing vendor
- T-Mobile: # 2 staffing vendor
- Travelers: # 1 staffing vendor
- Harley Davidson: Top 3 staffing vendor
- Citi: # 4 staffing vendor nationally
- Ally Bank: # 1 staffing vendor nationally

Mindlance, cited by various business publications as:

- a) Ranked as one of the Largest US Staffing firms- Revenues of over 100 million (2015) by SIA
- b) Mindlance was ranked 9<sup>th</sup> “Fastest Growing IT Staffing Firm in year 2014” by the *Staffing Industry Analysts (SIA - 2014)* for the year 2014.
- c) Ranked as the 20th Largest US diversity staffing (2015) by SIA
- d) Ranked as one of the fastest growing staffing firms for 5 consecutive years (2011 to 2015) by SIA
- e) Mindlance was ranked 8<sup>th</sup> “50 Fastest Growing Companies in NJ in year 2014” by *NJBIZ*.
- f) Mindlance was ranked 24<sup>th</sup> “Fastest Growing Company in year 2014” by *Staffing Industry Analyst* (fourth consecutive year).
- g) Several times winner of Fast Growing Private Companies by *Inc 500/ 5000*;
- h) Mindlance named in Top 500 Diversity Owned Businesses in the US.
- i) Mindlance awarded *Deloitte Technology Fast 50 NJ Award* for the three consecutive years.

Through this Proposal, Mindlance illustrates its technical & financial capability to provide support to the City of Glendale, and presents information regarding company profile, our proposed project team, our past and current experience and qualifications, method of approach, knowledge of Phoenix market, financial stability, our references, pricing and other required attachments.

Following are the Key features of Mindlance’s capability to support City of Glendale include:

- Mindlance has a proven track record of excellent performance with Government and Commercial customers in providing qualified candidates since 1999 on various projects.
- We service clients coast-to-coast in the United States through 12 regional centers. Our core focus is servicing the staffing needs of MSP/VMS clients across skills on a national basis. Today we support more than 90+ clients.
- Mindlance guarantees retention of the majority of our staff and their technical and institutional knowledge which is critical for contract success. We are confident in our ability to attract and retain IT staff upon contract award.
- In-depth experience in staffing and supporting IT staffing contracts.
- Proven experience in providing services under IDIQ type contracts.
- Low Risk services due to our experience, processes and financial strength

Mindlance has thoroughly reviewed this Request for Proposal and we entirely agree with all the provisions, terms & conditions and specifications included in the Solicitation and we have no deviations or exceptions from any requirement and terms & conditions sections of this Solicitation, or any other attachments.

Mindlance has the required technical capability, significant government past experience, effective knowledge of State and Local Government business processes and systems and is fully equipped and committed to provide temporary IT Recruiting & Staffing services to the City of Glendale.

Our proposal is valid for a period of one-hundred and twenty (120) calendar days after the date specified for receipt of proposals.

I am fully authorized to discuss and negotiate any and all aspects of the contract and also authorized to sign contractual agreements on behalf of Mindlance with the City of Glendale.


Please contact me if you need any more information/clarification from Mindlance and we look forward to building a long term relationship with the City of Glendale built on mutual trust, integrity and quality.

Sincerely,

Vikram Kalra  
President & CEO  
Mindlance Inc.  
Phone: 201.204.9752 Cell: 201.993.5155  
Email: [vik@mindlance.com](mailto:vik@mindlance.com)

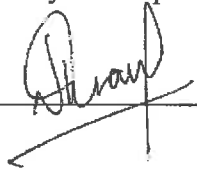
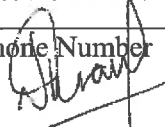


**2. TAB II: 2.3.2 OFFER SHEET (SECTION 4.0)**

	<p><b>City of Glendale</b>  <b>Materials Management</b>  <b>Solicitation Number: RFP 16-42</b>  <b>TECHNICAL RECRUITING &amp; STAFFING</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>
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**4.0 OFFER SHEET**

**4.1 OFFER** Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

<p>_____          Authorized Signature</p>		<p><b>Mindlance Inc.</b>          _____          Company's Legal Name</p>
<p><b>Vikram Kalra</b>          _____          Printed Name Address</p>	<p><b>80 River Street, Fourth Floor,</b>          _____</p>	
<p><b>President &amp; CEO</b>          _____          Title</p>	<p><b>Hoboken, NJ 07030</b>          _____          City, State &amp; Zip Code</p>	
<p><b>Phone: 201.204.9752 Cell: 201.993.5155</b>          _____          Telephone Number</p>	<p><b>201.386.0553</b>          _____          FAX Number</p>	
<p>          _____          Authorized Signature Email Address</p>	<p><b>vik@mindlance.com</b>          _____          Date</p>	

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

<p>_____  <b>Contact Name</b></p>	<p>_____  <b>Phone Number</b></p>	<p>_____  <b>Fax Number</b></p>
<p>_____          Email Address</p>		


FEDERAL TAXPAYER ID NUMBER: 22-3688948

Arizona Sales Tax No. \_\_\_\_\_ Tax Rate \_\_\_\_\_

Offeror certifies it is a: Proprietorship \_\_\_ Partnership \_\_\_ Corporation X

Minority or woman owned business: Yes X No \_\_\_

### 3. TAB III: 2.3.3 PRICE SHEET (SECTION 5.0)

 <b>GLENDALE</b>	<b>City of Glendale</b> <b>Materials Management</b> <b>Solicitation Number: RFP 16-42</b> <b>TECHNICAL RECRUITING &amp; STAFFING</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>
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**5.0 PRICE SHEET – Complete Sections 5.1 through 5.4. If additional lines are needed in sections 5.1 and 5.2, use the exact layout as provided.**

**5.1 DIRECT HIRE:** Contractor shall submit a price sheet that contains the Technical Job Title, the approximate annual salary based on Phoenix market, Percentage Charged to City, and the Current Candidate Pool Available as of the submission date of proposal. **The price sheet may submitted in Excel (.xls or .xlsx) or Word (.doc or .docx) format. IF NOT BIDDING ON ANY ONE OF THE POSITIONS LISTED ENTER “NO BID” IN THE “Current Candidate Pool Available” COLUMN.**


\*This is the percentage charged to the City and is based on the Candidates first year salary.

Technical Job Title	Approximate Phoenix Market Annual Salary	Rate (*Percentage Charged to City)	Current Candidate Pool Available
<b>Systems Analyst – I</b> (1-3 Years' Experience)	<b>\$40,000.00</b>	<b>18%</b>	<b>15</b>
<b>Systems Analyst – II</b> (4-8 Years' Experience)	<b>\$80,000.00</b>	<b>18%</b>	<b>9</b>
<b>Systems Analyst – III</b> (8+ Years' Experience)	<b>\$90,000.00</b>	<b>18%</b>	<b>8</b>
<b>Systems Administrator – I</b> (1-3 Years' Experience)	<b>\$60,000.00</b>	<b>18%</b>	<b>19</b>
<b>Systems Administrator – II</b> (4-8 Years' Experience)	<b>\$85,000.00</b>	<b>18%</b>	<b>24</b>
<b>Systems Administrator – III</b> (8+ Years' Experience)	<b>\$97,000.00</b>	<b>18%</b>	<b>13</b>
<b>Network Engineer – I</b> (1-3 Years' Experience)	<b>\$62,000.00</b>	<b>18%</b>	<b>19</b>
<b>Network Engineer – II</b> (4-8 Years' Experience)	<b>\$85,000.00</b>	<b>18%</b>	<b>21</b>
<b>Network Engineer – III</b> (8+ Years' Experience)	<b>\$100,000.00</b>	<b>18%</b>	<b>10</b>
<b>Database Administrator – I</b> (1-3 Years' Experience)	<b>\$65,000.00</b>	<b>18%</b>	<b>24</b>



<b>Technical Job Title</b>	<b>Approximate Phoenix Market Annual Salary</b>	<b>Rate (*Percentage Charged to City)</b>	<b>Current Candidate Pool Available</b>
<b>Database Administrator – II (4-8 Years' Experience)</b>	<b>\$95,000.00</b>	<b>18%</b>	<b>27</b>
<b>Database Administrator – III (8+ Years' Experience)</b>	<b>\$115,000.00</b>	<b>18%</b>	<b>18</b>
<b>Network Engineer (SCADA Experienced) – I (1-3 Years' Experience)</b>	<b>\$64,000.00</b>	<b>18%</b>	<b>7</b>
<b>Network Engineer (SCADA Experienced) – II (4-8 Years' Experience)</b>	<b>\$90,000.00</b>	<b>18%</b>	<b>5</b>
<b>Network Engineer (SCADA Experienced) – III (8+ Years' Experience)</b>	<b>\$115,000.00</b>	<b>18%</b>	<b>4</b>
<b>Control System Engineer – I (1-3 Years' Experience)</b>	<b>\$70,000.00</b>	<b>18%</b>	<b>6</b>
<b>Control System Engineer – II (4-8 Years' Experience)</b>	<b>\$95,000.00</b>	<b>18%</b>	<b>5</b>
<b>Control System Engineer – III (8+ Years' Experience)</b>	<b>\$120,000.00</b>	<b>18%</b>	<b>3</b>



 <b>GLENDALÉ</b>	<b>City of Glendale</b> <b>Materials Management</b> <b>Solicitation Number: RFP 16-42</b> <b>TECHNICAL RECRUITING &amp; STAFFING</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>
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**5.2 TEMPORARY TECHNICAL STAFF:** Contractor shall submit a price sheet that contains the Technical Job Title, Technical Job Description, typical time frame / number of business days when a candidate can be made available, the hourly rate provided to candidate, Contractor mark-up charged to the City per hour, and total hourly rate charged to the City. **The price sheet may submitted in Excel (.xls or .xlsx) or Word (.doc or .docx) format. IF NOT BIDDING ON ANY ONE OF THE POSITIONS LISTED ENTER "NO BID" IN THE "Total Hourly Rate Charged to the City" COLUMN.**

Technical Job Title	Technical Job Description	Able to provide candidate within (x) days of request	Candidate's Hourly Rate (A)	Contractor Mark-up charged to the City (B)	Total Hourly Rate Charged to the City (A x B)
<b>Systems Analyst – I</b> (1-3 Years' Experience)	Ability to multitask and work under pressure. Experience following oral and written directions as they relate to the functions of the job. Strong problem solving and troubleshooting skills. Deep working knowledge of Microsoft Office products, including Word, Excel, and PowerPoint. Must possess excellent communication skills. Experience managing an Active Directory server preferred	15 days	\$25.00	37%	\$34.00
<b>Systems Analyst – II</b> (4-8 Years' Experience)	Analyze user interfaces, maintain hardware and software performance tuning, analyze workload and computer usage, maintain interfaces with outside systems, analyze downtimes, and analyze proposed system modifications, upgrades and new COTS. Analyze the problem and the information to be processed. Define the problem, and develops system requirements and program specifications, from which programmers prepare detailed flow charts, programs, and tests. Coordinate closely with programmers to ensure proper implementation of program and system specifications. Develop, in conjunction with functional users, system alternative solutions.	15 days	\$45.00	37%	\$62.00
<b>Systems Analyst – III</b> (8+ Years' Experience)	Serve as a liaison between business areas and the IT organization and vendors in coordination with project managers to provide technical solutions that address user needs. Develop costs estimates for the planning of new systems/enhancements for assigned systems. Develop, write, and communicate systems design, functional	15 days	\$60.00	37%	\$82.00





Technical Job Title	Technical Job Description	Able to provide candidate within (x) days of request	Candidate's Hourly Rate (A)	Contractor Mark-up charged to the City (B)	Total Hourly Rate Charged to the City (A x B)
	system specifications and functional architecture analysis. Ensure completeness of technical requirements and functional architecture analysis for the design and implementation of system business solutions. Identify gaps or issues. Provide technical guidance on the business impact and opportunities, as needed.				
<b>Systems Administrator – I</b> (1-3 Years' Experience)	Installs new software releases and system upgrades, evaluates and installs patches, and resolves software related problems. Performs system backups and recovery. Maintains data files and monitors system configuration to ensure data integrity. Relies on instructions and pre-established guidelines to perform the functions of the job. Works under immediate supervision.	15 days	\$35.00	37%	\$48.00
<b>Systems Administrator – II</b> (4-8 Years' Experience)	Maintain and improve our fully virtualized production environment. Day-to-day operational support of data center production environment as well as internal company IT offerings, such as remote access, proxies and software hosted by the operations team Participate in projects to design and implement new technology solutions, meet specific business needs, solve problems. Provision and maintain servers, network equipment, storage devices, and other related infrastructure components. Contribute to and maintain documentation for systems, processes, procedures and infrastructure configuration.	15 days	\$50.00	37%	\$69.00
<b>Systems Administrator – III</b> (8+ Years' Experience)	Installs and supports server and desktop technologies for centralized division and/or facility equipment including operating system maintenance, application maintenance, image archive, disaster recovery. Designs, configures and maintains division based VM Ware environment for division and facilities. Design, configure and administer Works with engineering team to ensure proper design, implementation and support. Provides On-call support (24x7) to assist with troubleshooting, escalation, or recovery of failing equipment.	15 days	\$65.00	37%	\$89.00
<b>Network Engineer – I</b> (1-3 Years' Experience)	Network design, system integration and configuration, and installation of various enterprise applications. Provide ongoing network and system support for simulation	15 days	\$35.00	37%	\$48.00



Technical Job Title	Technical Job Description	Able to provide candidate within (x) days of request	Candidate's Hourly Rate (A)	Contractor Mark-up charged to the City (B)	Total Hourly Rate Charged to the City (A x B)
	testing and integration of vendor software and equipment. Duties will include performing network scans to detect security vulnerabilities. Designs and deploys company LANs, WANs, and wireless networks, including Routers, Switches, Firewalls, load balancers, and other hardware.				
<b>Network Engineer – II</b> (4-8 Years' Experience)	Under minimal supervision, performs duties related to the evaluation, selection, installation and support of network communications, including LAN/WAN and security systems. Performs, system backups and recovery and oversees new and existing equipment, hardware, and software upgrades. Monitors network performance and troubleshoots problems. Tracks significant problems, monitors performance and performs upgrades to hardware and software as required.	15 days	\$50.00	37%	\$69.00
<b>Network Engineer – III</b> (8+ Years' Experience)	Provides evaluation, engineering/design and implementation services for new products, technologies and solutions to address corporate business requirements. Provides escalation support to Tier 1 and 2 engineers. Demonstrates creativity and takes initiative in problem solving. Resolves or facilitates resolution of complex problems for assigned program. Has a thorough and comprehensive mastery of supported platforms/products and environments. Focuses the majority of time on complex engineering, architectural and implementation tasks.	15 days	\$70.00	37%	\$96.00
<b>Database Administrator – I</b> (1-3 Years' Experience)	The Database Administrators role is to provide expertise and execution in the creation, management, and quality of SQL Server databases, schemas, and queries. The database administrator must provide specific technical depth of database platform and infrastructure knowledge and skills that cover a broad range of disciplines including systems design, storage design, data modeling, data warehousing design, and other data delivery technologies. The candidate will work closely with the Manager of System Engineering, senior DBAs, Customer Engagement, Architecture and Planning, and Product Development team leaders	15 days	\$45.00	37%	\$62.00
<b>Database Administrator – II</b> (4-8 Years' Experience)	Administer, test, and implement computer databases, applying knowledge of database management systems. Coordinate	15 days	\$65.00	37%	\$89.00



Technical Job Title	Technical Job Description	Able to provide candidate within (x) days of request	Candidate's Hourly Rate (A)	Contractor Mark-up charged to the City (B)	Total Hourly Rate Charged to the City (A x B)
	<p>changes to computer databases. Provide a performing and secure environment to handle the vital data of the company, by installing, administering and creating backup for the databases. Responsible for database (DB) planning, design and implementation. Analyze and initiate configurations and other changes within the system per user business needs. Balance business requirements with technical feasibility and set expectations on new projects. Ensure Database security by maintaining the current environment and keeping it updated. Carry out storage and capacity planning. Provide DB services by responding to incoming issues and requests via tracking systems (Service-Now) and proactively monitoring system for problems. Monitor Performance and Tuning.</p>				
<p><b>Database Administrator – III</b> (8+ Years' Experience)</p>	<p>Monitor and optimize system performance using index tuning, disk optimization, and other methods. Install, configure, troubleshoot, and maintain a database system. Implement, configure, and troubleshoot database instances, replication, backup, partitions, storage, and access. Set user privileges within the database environment. Administer DB installation, configuration, upgrade, and migration. Ensure Backup and recovery. Ensure Database security by maintaining the current environment and keeping it updated. Carry out storage and capacity planning. Provide DB services by responding to incoming issues and requests via tracking systems (Service-Now) and proactively monitoring system for problems. Monitor Performance and Tuning.</p>	<p><b>15 days</b></p>	<p><b>\$78.00</b></p>	<p><b>37%</b></p>	<p><b>\$107.00</b></p>
<p><b>Network Engineer (SCADA Experienced) – I</b> (1-3 Years' Experience)</p>	<p>Network design, system integration and configuration, and installation of various enterprise applications. Provide ongoing network and system support for simulation testing and integration of vendor software and equipment. Duties will include performing network scans to detect security vulnerabilities. Designs and deploys company LANs, WANs, and wireless networks, including Routers, Switches, Firewalls, load balancers, and other hardware.</p>	<p><b>15 days</b></p>	<p><b>\$40.00</b></p>	<p><b>37%</b></p>	<p><b>\$55.00</b></p>



Technical Job Title	Technical Job Description	Able to provide candidate within (x) days of request	Candidate's Hourly Rate (A)	Contractor Mark-up charged to the City (B)	Total Hourly Rate Charged to the City (A x B)
<b>Network Engineer (SCADA Experienced) – II</b> (4-8 Years' Experience)	Under minimal supervision, performs duties related to the evaluation, selection, installation and support of network communications, including LAN/WAN and security systems. Performs, system backups and recovery and oversees new and existing equipment, hardware, and software upgrades. Monitors network performance and troubleshoots problems. Tracks significant problems, monitors performance and performs upgrades to hardware and software as required.	15 days	\$65.00	37%	\$89.00
<b>Network Engineer (SCADA Experienced) – III</b> (8+ Years' Experience)	Provides evaluation, engineering/design and implementation services for new products, technologies and solutions to address corporate business requirements. Provides escalation support to Tier 1 and 2 engineers. Demonstrates creativity and takes initiative in problem solving. Resolves or facilitates resolution of complex problems for assigned program. Has a thorough and comprehensive mastery of supported platforms/products and environments. Focuses the majority of time on complex engineering, architectural and implementation tasks.	15 days	\$75.00	37%	\$103.00
<b>Control System Engineer – I</b> (1-3 Years' Experience)	Participate in the development and implementation of control systems for a broad range of experimental equipment. Standard hardware platforms and protocols include VME, Allen Bradley PLC, ModBus, Serial, and Ethernet. Develop and deploy EPICS (Experimental Physics and Industrial Control System) software in support of user operations at DCS. Conduct maintenance and upgrades for: beamline and equipment controls, custom instrumentation, data acquisition hardware and software, data storage and back-ups, and network hardware and software. Manage maintenance of Windows servers and Linux workstations, deployment of computers for laboratory usage, and data backup procedures and systems.	15 days	\$50.00	37%	\$69.00
<b>Control System Engineer – II</b> (4-8 Years' Experience)	The Control Systems Engineer will perform hands-on integration and test of control systems hardware and software. This position requires experience with Servo Control design, Matlab Simulink and State flow development tools. Creates, plans, and performs engineering design, development, analysis, experimentation,	15 days	\$65.00	37%	\$89.00



Technical Job Title	Technical Job Description	Able to provide candidate within (x) days of request	Candidate's Hourly Rate (A)	Contractor Mark-up charged to the City (B)	Total Hourly Rate Charged to the City (A x B)
	test, and/or product assurance tasks of moderate complexity for assigned portions of a project. Ensures tasks meet cost, quality, schedule, and performance requirements. Applies engineering design and/or analytical theory, principles, techniques and practices to a portion of a technical project.				
<b>Control System Engineer – III</b> (8+ Years' Experience)	The Control Systems Engineer will be part of a team of top software developers/engineers to create a smart ecosystem of integrated research equipment that accelerates product development & creates new business opportunities. Responsibilities include code development, testing specific functionality of the product, analyzing test results, verifying fixes, providing feedback in the product design and specification process, implementation, support, and enhancement of automated system software programs used in agricultural research. This position will participate in generating engineering requirements and design reviews. This is a unique and exciting opportunity for a dynamic individual who loves to work in a creative, ground-breaking engineering-minded environment.	<b>15 days</b>	<b>\$80.00</b>	<b>37%</b>	<b>\$110.00</b>

5.3 **PAYMENT** The Contractor shall provide monthly statements of itemized services. Payment will be reviewed and approved by the Contract Administrator or designee.


5.4 **TAX AMOUNT** Do not include any use tax or federal tax in your proposal. The City is exempt from the payment of federal excise tax and will add use tax as applicable.

**OFFEROR NAME: Mindlance Inc.**



#### **4. TAB IV: 2.3.4 ADDENDUM**

**Return all addenda (if applicable).**

	<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: RFP 16-42	Addendum #1	
Solicitation Due Date: May 3, 2016		2:00 p.m. (Local Time)	

### RFP 16-42 Technical Recruiting & Staffing

As a result of the pre-offer conference conducted on April 21, 2016, the following revisions and clarifications have been made to Request for Proposals No. 16-42:

**ADD:**


**1. In Section 1.2.2.1.1 Identifying Candidates:**

j) The City will not sponsor H-IB Visa's.

**CLARIFICATION:**

- 1. Section 5.2 TEMPORARY TECHNICAL STAFF:** Offerors may separate the Technical Job Description by years of experience for each position. The hourly rates and job description shall correlate to the position based on experience levels. **EXAMPLE ONLY:**

Technical Job Title	Technical Job Description	Able to provide candidate within (x) days of request	Candidate's Hourly Rate (A)	Contractor Mark-up charged to the City (B)	Total Hourly Rate Charged to the City (A x B)
<b>Systems Analyst 1 – 3 years</b>	Uses computers and related systems to design new IT solutions, modify, enhance or adapt existing systems and integrate new features or improvements, all with the aim of improving business efficiency and productivity.				
<b>Systems Analyst 4 – 7 years</b>	Uses computers and related systems to design new IT solutions, modify, enhance or adapt existing systems and integrate new features or improvements, all with the aim of improving business efficiency and productivity. Conducts cost analysis and agree the timeframe to implement the proposed solution. They specify and shape the system requirements and operations, the user interface and output and present the proposal to the client.				

	<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) 930-28XX</b>
	Solicitation Number: RFP 16-42	Addendum #1	
Solicitation Due Date: May 3, 2016		2:00 p.m. (Local Time)	

**CORRECTION:**

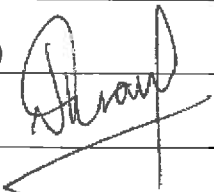
In Section 2.3 PREPARATION OF OFFER PACKAGE, the following invalid references are corrected:

2.3.2 OFFER SHEET, Section ~~5.0~~ 4.0

2.3.3 PRICE SHEET, Section ~~6~~ 5.0

Name of Company: Mindlance Inc.

Address: 80 River Street, Fourth Floor, Hoboken, NJ 07030

Authorized Signature: 

Print Name and Title: Vikram Kalra - President & CEO



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## 5. TAB V: 2.3.5 SUBMISSION REQUIREMENTS (SECTION 2.4)

### 2.4.1 EXPERIENCE AND QUALIFICATIONS

#### *2.4.1.1 Offeror's proposal should include:*

- Company profile that details company history;
- Organization chart;
- Business locations; and
- Number of years in business.

#### **Mindlance Company Profile and Company History:**

Mindlance, Inc. – incorporated in Hoboken, New Jersey in 1999 – is a privately-held S Corporation and a certified MBE business registered with NY/NJ National Minority Supplier Development Council (NMSDC). We are a staffing and consulting firm with core expertise in the IT, Financial Services, Communication and Healthcare Industry with extensive experience in providing diverse IT & Non-IT skills at enterprise level to its Fortune 500 and Government clients for their business critical needs. Headquartered in Hoboken, New Jersey, we are a national provider presently serving clients in over 40 states through our 12 regional offices. Mindlance has successfully deployed IT projects with a variety of Fortune 500 Clients and Government Clients. Mindlance has MSA with **World Bank, New York Power Authority (NYPA), Federal Reserve Bank of New York (FRB NY), New York University Medical College (NYUMC), Universal Service Administrative Company (USAC), State of Maryland Department of Information Technology (MDoIT), State of Oklahoma, State of North Carolina, State of Minnesota**, Citizens Property Insurance Corporation, FL, Pennsylvania State System of Higher Education (PASSHE), University of Massachusetts (UMass), Baltimore County Public Schools (BCPS), **Pima County, AZ**, City of Minneapolis, MN, Sound Transit, WA and Miami University, OH for providing IT staffing services. We presently have office in Phoenix, AZ that services our clients such as Pima County, AZ, Intel, Qualcomm, Apple, Amex, J&J, Becton Dickinson and CSC (to name a few) in State of AZ. In addition we support our clients in the Western US region from this location. **Since May, 2012 we have been providing IT Staffing services to Pima County, AZ for different projects on diverse technological platforms.**

Mindlance is presently serving 90+ clients across the country (which generates over \$125 million in revenues for Mindlance) through its twelve office locations. Mindlance has more than 2,000 billable consultants in the U.S across the verticals including IT. We consistently place over 3,600 new consultants annually (approx. 300 new consultants each month) across clients. We are consistently ranked as one of the fastest growing companies and have won several awards including recognitions from Staffing Industry Analyst, Deloitte Technology, Inc., and Diversity Business. We have achieved this success by focus on the MSP/VMS model where the key drivers for success are (1) Coverage (2) Timeliness (3) Quality (4) Pricing, (5) Compliance and (6) Service.

Mindlance has been providing IT staffing solutions to Technology industry for 16+ years, and this accounts for more than 35% of Mindlance's revenues. We are a top 3 staffing vendor to Technology clients such as Qualcomm, Apple, Intel. We are a top 3 IT staffing vendor to 25+ fortune 500 clients.

Mindlance has grown organically over the last 16 years and achieved revenues of \$125MN in 2015. We have not taken on any debt and currently use less than 0% of our \$5M line of credit. Mindlance is not under any criminal indictment and has never been suspended or debarred from award of commercial, state or federal contracts.

Mindlance has been consistently recognized as one of the top performing vendors by several MSPs. In 2015 itself, we have been recognized with Supplier Excellence Awards by 4 of the top 8 MSP providers:

- 
- a. **TAPFIN**
    - a. 2015 Supplier Excellence Award (1 of 3 companies to win this award);
    - b. Tapfin Elite Partner 2015;
    - c. Tapfin “Partner of the Year 2015”
  - b. **KellyOCG**
    - a. 2015 Supplier Excellence Award (4 straight years)
  - c. **Agile-1**
    - a. 2015 Platinum Award for Staffing companies between \$100 and \$200 million in revenues
    - b. 2014 Diversity Supplier of the Year
  - d. **Geometric Results (GRI)**
    - a. Platinum Preferred Partner (P3) Award Recognition

From an individual program VMS perspective, below are some of the client recognitions/ rankings for Mindlance:

- World Bank: Top 3 IT Staffing Vendor
- Qualcomm: # 1 IT and Engineering staffing vendor
- Apple: # 1 staffing vendor for IT and Professional
- Intel: # 1 staffing vendor nationally across skills
- Cigna: # 3 Staffing Vendor
- Humana: Top 3 Staffing Vendor
- Express Script: #2 Staffing Vendor
- Covidien: # 1 vendor)
- Astra Zeneca (Rookie of the Year; # 3 overall)
- Johnson & Johnson (For 3 straight years, consistently a top 3 vendor out of 100 plus vendors)
- Yahoo: # 1 staffing vendor
- T-Mobile: # 2 staffing vendor
- Travelers: # 1 staffing vendor
- Harley Davidson: Top 3 staffing vendor
- Citi: # 4 staffing vendor nationally
- Ally Bank: # 1 staffing vendor nationally

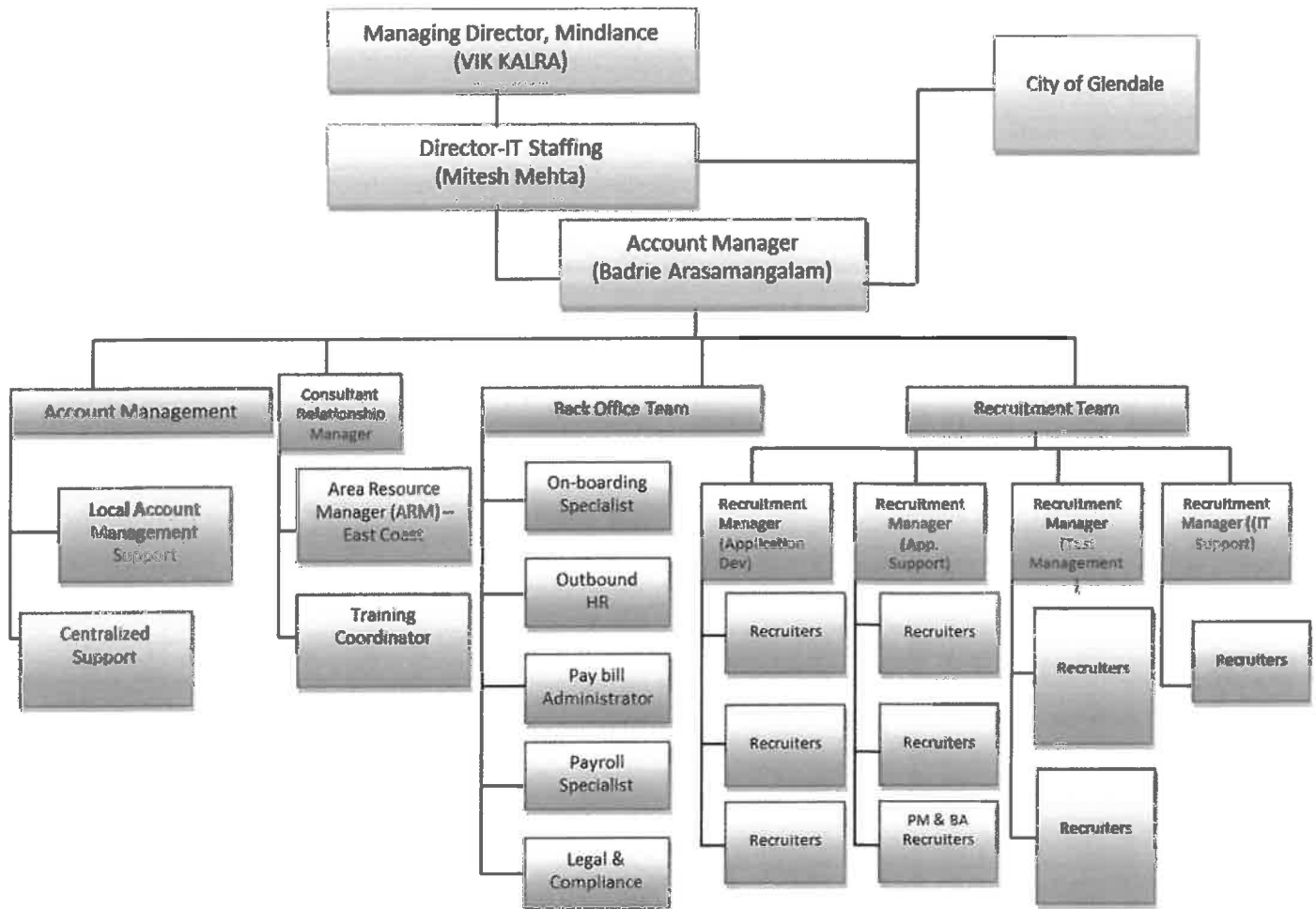
Mindlance, cited by various business publications as:

- a) Ranked as one of the Largest US Staffing firms- Revenues of over 100 million (2015) by SIA
- b) Mindlance was ranked 9<sup>th</sup> “**Fastest Growing IT Staffing Firm in year 2014**” by *the Staffing Industry Analysts (SIA -2014)* for the year 2014.
- c) Ranked as the 20th Largest US diversity staffing (2015) by SIA
- d) Ranked as one of the fastest growing staffing firms for 5 consecutive years (2011 to 2015) by SIA
- e) Mindlance was ranked 8<sup>th</sup> “**50 Fastest Growing Companies in NJ in year 2014**” by *NJBIZ*.
- f) Mindlance was ranked 24<sup>th</sup> “**Fastest Growing Company in year 2014**” by *Staffing Industry Analyst* (fourth consecutive year).
- g) Several times winner of Fast Growing Private Companies by *Inc 500/ 5000*;
- h) Mindlance named in Top 500 Diversity Owned Businesses in the US.
- i) Mindlance awarded *Deloitte Technology Fast 50 NJ Award* for the three consecutive years.

#### DIVERSITY RECOGNITIONS:

- Ranked as the 20th Largest US diversity staffing (2015)
- Agile\*1 Diversity Supplier of the Year (2014)
- Regional Diversity Supplier of the Year Finalist, Class 4 - NY/NJ National Minority Supplier Development Council (2012).

**Organization Chart:**



**Figure 1: Mindlance Organization Chart**



**Business Locations:**

**Mindlance Office Locations:**

- a) **Headquarter:** Hoboken, NJ
- b) **Domestic:** (1) Phoenix, AZ, (2) King Of Prussia, PA, (3) Charlotte, NC (4) Tampa, FL, (5) Overland Park, KS, (6) San Diego, CA, (7) San Jose, CA, (8) Dallas, TX, (10) Houston, TX, (11) Austin, TX,
- c) **Domestic Office Locations to be operational in 2016:** (1) Denver CO, 2) Minneapolis MN, 3) Naperville IL

**Number of Years in Business:**

Mindlance, Inc. – incorporated in Hoboken, New Jersey in 1999 – is a privately-held S Corporation and a certified MBE business registered with NY/NJ National Minority Supplier Development Council (NMSDC).

Mindlance has been providing IT staffing solutions to Technology industry for 16+ years, and this accounts for more than 35% of Mindlance's revenues. We are a top 3 staffing vendor to Technology clients such as World Bank, New York Power Authority, Qualcomm, Apple, Intel etc. We are a top 3 IT staffing vendor to 25+ fortune 500 clients. Mindlance has more than 2,000 billable consultants in the U.S across the verticals including IT. We consistently place over 3,600 new consultants annually (approx. 300 new consultants each month) across clients.

Mindlance has grown organically over the last 16 years and achieved revenues of \$125MN in 2015.

Mindlance retains the vital Government business and technical institutional knowledge which we have amassed, during its 16-year history of excellent performance in support of government and commercial client's goals. Mindlance's own experience with providing wide variety of IT consultants in different labor categories on diverse technological platforms to both Commercial and Government agencies makes it a highly capable prime contractor for City of Glendale Technical Recruiting & Staffing contract.

*2.4.1.2 Offeror shall provide names and years' of experience of key personnel;*

**Mindlance Proposed Project Team for City of Glendale**

**List of Key Personnel:**

Following management staff would supervise the personnel and quality of services rendered on City of Glendale Technical Recruiting & Staffing contract. Resumes of our Key Personnel are provided in the below section.

Name	Designation	Role
Vikram Kalra	President & CEO	Account Director
Mitesh Mehta	Director – IT Staffing	Contract Management
Badrie Arasamangalam	Account Manager	Account Management

**Biographies of Key Personnel:**

**Vikram Kalra – ACCOUNT DIRECTOR** - He is responsible for overall strategic direction and service delivery across contingent labor programs. Under his leadership, Mindlance has grown from a two people local staffing firm founded in Hoboken NJ, to a \$125+ million national and international staffing firm. Prior to starting Mindlance, Vikram was a manager with the Financial Services Management Consulting Practice for Ernst & Young, out of New York. There, he worked on technology implementation and process improvement engagement for clients like JP Morgan, American Express and UBS. He holds an MBA in Finance & Strategy from University of Maryland.

**Mitesh Mehta - CONTRACT MANAGER** - A management professional with 12 years of international experience in large & complex program management, service delivery, setting up operations & growing practices encompassing ITeS & IT services. He has overall P&L responsibility which includes strategy, competency building, client management, service delivery management and performance measurement. Accomplished operations & contract management professional with over 12 years of operations & contract management experience in the IT & ITeS industry. He brings in clear leadership in Client/Account Management, Off-shore set-up and Operations Management, Delivery Management, Sales Support and Alliance Management, with focus on relationship building, effective teamwork and customer focus as the key to personal and organizational success. An analytical, result driven and adaptable problem solver with successful track record of leading in multicultural environment with proven expertise in strategizing, conceptualizing, planning and effective execution. Prior to joining Mindlance, Mitesh has over 12 years diversified staff augmentation experience working in various leadership roles for national staffing firms such as Collabera. He holds Master of Science in Electrical Engineering from University of Alabama in Huntsville, Huntsville, Alabama.

**Badrie Arasamangalam - ACCOUNT MANAGER** – With over 13 years of IT staffing experience, Badrie has a very successful track record Mindlance supporting Technology-focused accounts within the State and Local Government space. He has **over 13 years** of strong experience providing and managing IT Staffing services contracts with Federal, State and Local Government customers such as USAC, New York Power Authority, State of Maryland, State of North Carolina, State of Minnesota, Pima County, AZ etc. In addition, he has proven technical account management experience servicing clients like Apple and Ebay. His strengths include tight control over SLA management. Prior to Mindlance, he was a senior technical recruiter with Eastridge. He holds a MBA in Finance from University of Lincolnshire and Humberside.

**Please refer below Section ‘Resumes of Key Personnel’ for full resumes for each key team member of Mindlance Proposed Project Team.**

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## Resumes of Key Personnel

### *Resume of Mindlance Account Manager - Badrie Arasamangalam*

#### **BADRIE ARASAMANGALAM - ACCOUNT MANAGER**

#### **PROFESSIONAL SUMMARY**

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- **15 years'** experience in the IT industry including **13 years** in Technical Recruiting and Account Management.
- He has **over 13 years** of strong experience providing and managing IT Staffing services contracts with Federal, State and Local Government customers such as **USAC, New York Power Authority (NYPA), Federal Reserve Bank of NY (FRB NY), State of Maryland, State of Minnesota, Pima County, AZ** etc.
- Through understanding and familiarity with State and Local Government business processes, systems, environment and culture and well qualified to work with the NYSHFA/SONYMA; since 2011 he has supported current Temporary IT Staffing contract for various projects at USAC, NYPA, FRB NY, Pima County and Fortune 500 organizations such as Qualcomm, Apple, AMEX, BMS, J&J etc..
- Abundant experience working as Account Manager. Well acquainted with all aspects of Account Management.
- He has served various organizations in the capacity of Account Manager, Resource Manager, Project Manager, Operations / Project Manager.
- Result-oriented, ability to handle multiple Clients and requirements simultaneously, with right balance of people skills and business acumen.
- Core strengths include optimized use of technical background to decipher client's technical needs and finding right candidate match for the opportunities
- **Domain Expertise: Government (Federal, State and Local), Defense, Nonprofit Organizations, Startups to Fortune 500 companies.**
- In addition to being an experienced Account Management professional, he has Master Degree in Business Administration.

#### **RELEVANT EXPERIENCE**

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- **Servicing USAC and its IT Department needs since 2011 through current IT staffing contract # USAC-IT-2010-10-22, executed over 30 SOWs with talented IT professionals.**
- Working closely with various Federal and State bodies on their on-going project initiatives, procured, drafted and submitted responses to RFP/ RFQs / RFIs.
- Designed and implemented customized delivery process on SOWs to be compliant with regulatory processes and governing principles.
- Active support to Procurement team within organizations in providing market data for pricing analysis, skill set availability and trends.
- Executed SOWs within agreed SLAs and estimated budget, at the same time presented top of the line talent.

- Provide recruiting support on various IT skills, technical screening, interview preparation, and candidate delivery upon offer.
- Skill sets serviced included but not limited to: Senior Developers (Java and .Net), DBAs (Oracle, SQL and DB2), Project Managers, Business Systems Analysts, Systems Analysts, Quality Assurance (Manual, Automation, WhiteBox and Performance), Infrastructure support, Documentum Developers, Oracle Identity and Access Manager.

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#### **RELEVANT EXPERIENCE**

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- Executed SOWs with cumulative value of \$4.5 Million USD for Government and Government Affiliated bodies in 2013
- Provided top talent to customers, who were retained or converted as FTEs
- Recognized and awarded as 'Most Reliable' vendor partner for maintaining SLAs over 96%

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#### **WORK EXPERIENCE**

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- **Account Manager, Mindlance Inc:** Aug 2011 - Present
- **Sr. IT Recruiter, Eastridge Infotech:** Mar 2009 – July 2011
- **Resource Manager, SQL Star International:** July 2006 – Feb 2009
- **Project Manager, SolutionNET Consulting LLC:** May 2005- June 2006
- **Operations / Project Manager, SolutionNET Pte Ltd, Singapore:** Jan 2003 – Apr 2005
- **Various Technical IT Positions:** July 1999 – Dec 2002

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#### **EDUCATION**

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- **MBA – Business Finance**  
School of Finance and Management, University of Lincoln, 1997 – 1999
- **Bachelor of Commerce**  
Bachelor of Commerce (B.Com), University of Madras, 1994 – 1997

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#### **TECHNICAL SKILLS**

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- **Applications:** MS OFFICE Suite (Advanced skills), MS Project, Visio
- **Analytics Software:** SAS Base, SAS Enterprise Guide, WEKA
- **Database:** SQL Server
- **ATS:** Bullhorn, MaxHire, Job Diva, CBiz
- **ERP:** SAP BW

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***Resume of Mindlance Contract Manager – Mitesh Mehta***

**MITESH MEHTA - MINDLANCE CONTRACT MANAGER**

**PROFESSIONAL SUMMARY**

- Accomplished operations & contract management professional with 12 years of operations & contract management experience in the IT & ITeS industry.
- Abundant experience in managing Information Technology (IT) staffing and consulting contracts for various Federal/State/Local government clients such as Universal Service Administrative Company (USAC), Maryland Department of Information Technology (MDoIT), State of Minnesota, University of Massachusetts (UMass), Pennsylvania State System of Higher Education (PASSHE), Sound Transit, City of MN, Miami University Pima County, Baltimore County Public Schools (BCPS).
- Seasoned Executive with strong results in challenging circumstances.
- Recognized for leadership in planning, scheduling, crisis & risk management, and multi-site delivery of IT staffing contracts.
- Effective dealing with broad business decisions, complex operational problems or sensitive personnel matters, project goal oriented.

**WORK EXPERIENCE**

**Mindlance Inc.**

**Director: July 2015 – Present**

- Lead technology business for \$100M staffing firm including commercial and government customers.
- Managing information technology (IT) staffing and consulting contracts of Mindlance Federal/State/Local government clients such as USAC, Maryland Department of Information Technology (MDoIT) & State of Minnesota and Fortune 500 organizations such as Qualcomm, Apple, AMEX, J&J etc.
- Supporting contract and operations management activities for Government clients.

**Collabera, Morristown, NJ**

**Client Partner and National Account Manager: Apr 2006 – June 2015**

Responsibilities include Recruitment and Delivery Management, Resource Management, People management, Operations Management and Vendor Management of high volume temporary staff for large corporate clients in Telecom segment including AT&T/SBC, Lucent, Level3 Communications and Telcordia.

**Recruitment and Delivery Management:**

- Understanding the technical requirements from the clients.
- Resourcing potential candidates and ensure their qualifications meet open positions and determine candidate's suitability by evaluating placement feasibility. Ensuring quality control and quality check for all resources before delivery.
- Develop creative recruiting resources to attract qualified professionals interested in contract and contract to hire positions.
- Actively involved in re-negotiations of to ensure that the target GPM is achieved.
- Schedule interviews and conduct follow-up ER calls to candidates to ensure successful placements.
- Maintain regular ER calls to enhance the relationship with candidates and network of resources.
- Enhance business relationships from existing accounts and increase revenue potential.
- Prepare weekly and monthly recruitment reports for internal management meetings and maintain documentation with the company's on-line system. Maintain regulatory compliance and process adherence.
- Ensuring the teams completion of all Documentation and following of laid out processes.



- 
- Detailed Training of all the new corporate recruits at all aspects of Recruitment from Requirement understanding/resume search/candidate contact/closing and Hiring.

**People Management:**

- Managing and mentoring a team of 25 supporting the Telecom clients.
- Team makeup consists of Leads/Managers, Recruiters, Coordinators and Administrators.
- Facilitate Weekly/monthly all hands team meetings with local and virtual team members.
- Responsible for the recruitment, selection and integration process for new team members.
- Coordinate communication, training and rollout of all new programs and process changes.
- Go to person for internal issue escalation and resolution. Produce monthly performance scorecards in order to provide specific real time feedback to recruiting team. Initiate Team Building activities. Responsible for ensuring annual performance review and compensation administration process guidelines are met.

**Operations Management:**

- Utilize weekly metrics to monitor service level performance and maintain data integrity.
- Maintain strict adherence to client's detailed process and policy requirements – file documentation, I-9 administration. Point person for National Account Manager and other functional domain leads on matters pertaining to Staffing.
- Responsible for creating business cases related to counter offers, promotions, headcount etc.

**Client Management:**

- Primary point person for all client initiated issues, questions and concerns related to Staffing operations. Represent Collabera within meetings related to service delivery status, performance level adherence and compliance. Assume SME role related to client processes and programs. Responsible for change requests related to service requests that fall outside of current contractual scope.

**Vendor Management:**

- Establishing relationships with third party vendors to support high volume opportunities.
- Involved in vendor assessment and contractual negotiation process.
- Escalation point for all issues related to vendor's.
- Provide subject matter expertise and assess operational impacts related to system upgrades.
- Conduct end user training related to new systems implementations.

**Career Development and Coaching:**

- Partnered with management on multiple engagements in candidate identification and scheduling.
- Collaborated with senior executives on performance management/succession planning decisions.
- Coached, counseled and advised executive and non-executive personnel on career development issues. Managed training programs and guidelines for line personnel.

**Collabera, Morristown, NJ****Technical Recruiter: Apr 2004 – Mar 2006**

- Responsibilities include Recruiting and Delivery of high volume temporary staff for large corporate clients in Telecom segment including AT&T/SBC, Lucent, Verizon and Telcordia.
- Understanding the technical requirements from the clients.
- Utilize internal database to identify potential candidates and ensure their qualifications meet open positions and determine candidate's suitability by evaluating placement feasibility.
- Resourcing potential candidates and ensure their qualifications meet open positions and determine candidate's suitability by evaluating placement feasibility.
- Ensuring quality control and quality check for all resources before delivery
- Conducting searches for candidates using traditional and creative sourcing methods.
- Develop creative recruiting resources to attract qualified professionals interested in contract and contract to hire positions.

- Present job opportunities to qualified candidates and negotiate contract terms, negotiate compensation packages, assessing relevant experience, education, skills and personal qualifications to determine pay type/rate, relocation benefits, required H1 processing and other benefits. Schedule interviews and conduct follow-up PR calls to candidates to ensure successful placements. Maintain regular PR calls to enhance the relationship with candidates and network of resources. Establishing relationships with third party vendors to support high volume opportunities. Enhance business relationships from existing accounts and increase revenue potential. Prepare weekly and monthly recruitment reports for internal management meetings and maintain documentation with the company's on-line system.
- Working closely with the Operations team to meet all the client SLA's from the resourcing perspective Maintain regulatory compliance and process adherence.
- Ensuring the teams completion of all Documentation and following of laid out processes.
- Detailed Training of all the new corporate recruits at all aspects of Recruitment from Requirement understanding/resume search/candidate contact/closing and Hiring.

**Department of Civil Engineering, UAH, Huntsville, AL**

**Research Assistant: Jun'02 – Dec'03**

- Work involved data collection, data analysis and web development for a project from ALDOT (Alabama Department of Transportation) on concrete and timber bridges in the state of Alabama, concentrating on inspection, repair and maintenance of these structures.

**KCG InfoTech (P) LTD, Chennai, India.**

**Project Trainee: Nov'00 – Mar'01**

- Designed and implemented a Management Information Base Compiler using “C” on a Windows platform. The MIB compiler tool generates ANSI-C code for building embedded SNMP agents.

**EDUCATION**

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- **Master of Science in Electrical Engineering, 2004**  
University of Alabama in Huntsville, Huntsville, Alabama.
- **Bachelor of Science in Computer Science and Engineering, 2001**  
University of Madras, India

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*Resume of Mindlance Account Director – Vikram Kalra***VIKRAM KALRA – MINDLANCE ACCOUNT DIRECTOR****PROFESSIONAL SUMMARY**

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- **16 years'** experience in the IT industry including **14 years** in Client Management, Service Delivery and Recruitment
- He has **over 8 years** of strong experience providing and managing IT Staffing services contracts with Federal, State and Local Government customers such as such as Universal Service Administrative Company (USAC), Maryland Department of Information Technology (MDoIT), State of Minnesota, University of Massachusetts (UMass), Pennsylvania State System of Higher Education (PASSHE), Miami University, Pima County, Baltimore County Public Schools (BCPS), Sound Transit etc.
- Abundant experience working as Account Director. Well acquainted with all aspects of Compliance Management, Risk Management, Resource Allocation, Performance Management and Customer Satisfaction
- Result-oriented, ability to handle multiple Clients and requirements simultaneously, with right balance of people skills and business acumen.
- Core strengths include optimized use of business knowledge, process and project management, and technical background to decipher client's technical needs and designing an optimal solution.
- **Domain Expertise: Government (Federal, State and Local), Defense, Nonprofit Organizations, Startups to Fortune 500 companies.**
- In addition to being an experienced Solution design and execution professional, he has Master Degree in Business Administration from University of Maryland, College Park.

**WORK EXPERIENCE**

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**Mindlance Inc.****Co-Founder and Managing Director: July 00 – Present**

- Led Mindlance to become one of the fastest growing US staffing firm
- Managed several Fortune 1000 client technology and functional application development, process re-engineering, and service delivery projects.
- Created a low-cost, scalable service delivery model structured around key areas: Coverage, Timeliness, Quality, Price, Compliance and Service.
- Created a success commercial and government contract management practice providing ongoing consulting services to 8 of the top 15 pharmaceutical companies
- Recognized as the industry leader in implementation of Revitas Contract Management Systems
- Launched a unique Contract Lifecycles Management (CLM) practice providing strategy consulting and process automation for systematic creation, execution, compliance, and analysis of contracts for the purpose of maximizing operational performance, reducing costs, and minimizing risk
- Offered services include policies and procedures development, system and vendor selection, complete system implementation, customized reporting/analytics, merger services, and system assessment.
- Set-up a dedicated development center for a top 5 global bank support several key projects
- Offered services include product management, application management, data management, test management and infrastructure management

**Cap Gemini Ernst & Young (before merger Ernst & Young), New York, NY**

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**Manager, Management Consulting Practice: Feb. '98 – Oct. '00**

- **New Ventures Group: Portfolio Investment Evaluation:** Part of a six people internal venture-capitalist team responsible for evaluating all equity investment opportunities on behalf of the company. Reviewed business plans and presentations of entrepreneurs and corporate spin-off candidates for potential investments under strategic, client-portfolio and incubator portfolio. Coordinated with internal management (legal, practice leaders, subject matter experts) and external stake holders (venture-capitalists/investors, entrepreneurs, service providers) to structure and finalize the terms of the deal.
- **Net-Strike Vendor Management Program: Staff Augmentation for consulting practice:** Part of a six people internal team responsible for defining and implementing a model for 'just-in-time' sourcing of consultants for client engagements. Participated in the development of the business model which included the governance structure, pricing and profit philosophy, operational processes, vendor selection and performance management strategy, technology component, and ongoing compliance.
- **JP Morgan: Marketing Strategy/ New Product Launch:** As part of a joint marketing alliance with a leading financial institution, led a team of four to develop the Business case (including financial projections) and Go-To-Market strategy for the global launch of a new web-based product and supporting services. Participated in defining and prioritizing product enhancements.
- **Fleet Boston Financials: Post-merger Integration:** For the post-merger integration of retail brokerage operations of three financial services entities, set up the project management infrastructure and processes to ensure timely execution of compliance, external communication, new product launch and operational tasks
- **JP Morgan: eCommerce Operational Risk Framework:** Led a team of three to develop a generic eCommerce Operational Risk Management Framework (eC processes, sub processes, risks, sub risks and control procedures). This framework can be applied to any eCommerce initiative/venture to manage operational risks for all processes (like eStrategy, eMerchandising, eCRM, eSupply Chain, eCapital, etc.)
- **JP Morgan: Pro-forma Financials:** For potential spin-off of an eC strategic venture, developed pro-forma financial statements (to be included as part of the business plan) targeted to executive management and venture capitalists.
- **American Express: eC Improvement Portfolio Development:** For a leading financial services conglomerate, developed a rapid improvement portfolio which focused on improving customer acquisition by leveraging interactive technologies and e-commerce best practices.
- **Intralinks: Data migration for CRM package implementation**
- **Toys R Us: Product Costing Methodology Development**
- **Time Warner: Supply Chain Management**
- **UBS Walburg Dillon Reed: Equity Research**

**Nabisco, Inc., East Hanover, NJ and China**

**Associate, Process Audit: Jun. '97 - Jan. '98; Jun. '98 - Aug. '98**

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**EDUCATION**

- **Master of Business Administration, University of Maryland, College Park, MD, Dec '97**
  - *Recipient: James E. Dingman Entrepreneurial Scholarship*
- **Master of Commerce, University of Delhi, New Delhi, India, May '95**
- **Bachelor of Commerce (Honors), University of Delhi, New Delhi, India, May '93**

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*2.4.1.3 Offeror shall provide a description of the firms size and organizational structure that includes number of years' experience in the IT Staffing and Recruiting business, areas of expertise, and special achievements;*

### **Mindlance Firm Size**

Mindlance is a \$125 million contingent staffing services company with a global workforce of over 2500+ professionals spanning North America (US, Canada), UK and APAC. Mindlance is a NMSDC certified minority owned business, and has been recognized as one of the largest minority US Staffing firm with global delivery capabilities by SIA. We consistently place over 3,600 new consultants annually (approx. 300 new consultants each month) across clients globally. Mindlance success is dictated by our commitment and investment in our People, Process, Performance and Partnership. This has resulted in creating lasting relationships and success.

### **Mindlance Management and Organization Structure**

#### **Mindlance Corporate Resources and Management Capability:**

To provide City of Glendale with Technical Recruiting & Staffing Services, Mindlance will utilize its proven management approach which is based on our experience delivering services on other IDIQ type contracts such as the Universal Service Administration Company (USAC) - 'IT Staff Augmentation', State of Maryland - 'Consulting and Technical Services + (CATS+)', State of Minnesota - 'Enterprise ASAP-IT/2 Master Contract', New York Power Authority - 'Temporary IT Staffing Services', City of Minneapolis, MN - 'IT Staff Augmentation Consulting Pool', Pima County, AZ - 'IT Consulting Services' and other Government contracts.

Mindlance has proven experience encompassing 16+ years of IT and Non-IT staffing contract management and combined team leadership experience of more than 75+ years in supporting IT staffing contracts. Mindlance management approach is built around three basic principles: (1) employ the right people for City of Glendale and continue to develop their skills; (2) exercise proven processes that ensure meeting City of Glendale mission objectives and result in customer satisfaction; and (3) use of technology and tools to enable the resources to accomplish their job effectively and efficiently which results in increased quality, flexibility, minimized costs. Combining these basic principles with an emphasis on quality management, continuous process improvement and performance management, while using appropriate metrics to measure Mindlance consultants' performance, will result in a highly effective solution that will always meet City of Glendale mission objectives.

Mindlance has successfully managed its contracts using a structured management approach that draws upon Project Management Institute's Project Management Body of Knowledge. Budgets and schedules matter to us, so each client receives the most cost-effective solution to meet their unique set of challenges. Mindlance's task order fulfillment process has been developed over 16 years of experience and incorporates the three key ingredients - people, process and technology - to provide un-paralleled support towards fulfillment of all of its clients' requirements and high standards of clients' satisfaction. Our strong emphasis on customer satisfaction helped Mindlance receiving a 'Supplier Excellence Award' from Johnson & Johnson in year 2015, 2014 & 2013; 'Overall Supplier of the Year for Americas' from Kelly in year 2013 & 2014; Kelly OCG - '2015 Supplier Excellence Award: Service', Agile-1 '2015 Platinum Award Winner' (#1 supplier between \$100 to \$200 million revenue category) & Agile-1 'Diversity Supplier of the Year' 2014.

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**Organization Structure:**

***Strong Management Through Lines of Authority and Efficient Communication Channels.*** Mindlance, on the basis of lessons learned from federal and commercial engagements, has built its project team structure, along with its corporate reach-back capability, using well-defined lines of authority and fewer layers of management than typically exist in larger companies. We have efficient organizational structure which helps in implementing any requisite changes and reduces delays in resolving contract related issues. Mr. Mitesh Mehta, our Contract Manager, directly reports to the Mindlance President, Vikram Kalra who is completely empowered to take any required action for the smooth operation and complete success of the program. This structure enables Mindlance's contract managers to actively engage with our team leads in support of the client objectives. This reporting structure also helps in efficient management and establishing smooth communication channels which further strengthens our problem-solving mechanism as quick solution to possible problems can be quickly provided and we can quickly address any other requests or issues related with the smooth operation of the program. It also facilitates their efforts to maintain direct contact with their Government counterparts. Unrestricted flow of information across organizational boundaries and between levels of management is always our goal with the communication channels Mindlance has devised for the government IT projects.

Our management has devised effective service delivery approach which allows a clear view on the escalation hierarchy and a single point of contact (POC) for all client/consultant inquiries, issues and escalations. Mindlance's task order management process for enterprise clients such as City of Glendale is managed by a dedicated service delivery team comprising of account managers, recruiters, sourcers and consultant relationship specialist. They are supported by a centralized back office team that is responsible for contracts, billing, HR, legal, records keeping and quality assurance. Mindlance has a team of Consultant relationship specialists who take care of all requests and issues related with consultants. This team is responsible for proper co-ordination and appropriate escalation of issues within our organization and responsive follow up with our consultants to ensure satisfactory closure. This practice helps in maintaining consultant's satisfaction which further helps in high productivity and quality services to Mindlance clients. Mindlance organization structure is shown above in ***Figure 1: Mindlance Organization Chart.***

**Number of Years' Experience in the IT Staffing and Recruiting Business.**

**Mindlance Similar and Relevant Experience Providing IT Staffing & Recruiting Services:** Mindlance, Inc. – incorporated in Hoboken, New Jersey in 1999 – is a privately-held S Corporation and a certified MBE business registered with NY/NJ National Minority Supplier Development Council (NMSDC). We are a staffing and consulting firm with core expertise in the IT, Financial Services, Communication and Healthcare Industry with extensive experience in providing diverse IT & Non-IT skills at enterprise level to its Fortune 500 and Government clients for their business critical needs. Headquartered in Hoboken, New Jersey, we are a national provider presently serving clients in over 40 states through our 12 regional offices. Mindlance has successfully deployed IT projects with a variety of Fortune 500 Clients and Government Clients. Mindlance has MSA with **World Bank, New York Power Authority (NYPA), Federal Reserve Bank of New York (FRB NY), New York University Medical College (NYUMC), Universal Service Administrative Company (USAC), State of Maryland Department of Information Technology (MDoIT), State of Oklahoma, State of North Carolina, State of Minnesota,** Citizens Property Insurance Corporation, FL, Pennsylvania State System of Higher Education (PASSHE), University of Massachusetts (UMass), Baltimore County Public Schools (BCPS), **Pima County, AZ,** City of Minneapolis, MN, Sound Transit, WA and Miami University, OH for providing IT staffing services. We presently have office in Phoenix, AZ that services our clients such as

Pima County, AZ, Intel, Qualcomm, Apple, Amex, J&J, Becton Dickinson and CSC (to name a few) in State of AZ. In addition we support our clients in the Western US region from this location.

Mindlance is presently serving **90+ clients** across the country (which generates over **\$125 million** in revenues for Mindlance) through its twelve office locations. Mindlance has more than **2,000** billable consultants in the U.S across the verticals including IT. We consistently place over **3,600** new consultants annually (approx. 300 new consultants each month) across clients.

Mindlance has been providing IT staffing solutions to Technology industry for 16+ years, and this accounts for more than 35% of Mindlance’s revenues. We are a top 3 staffing vendor to Technology clients such as Qualcomm, Apple, Intel. We are a top 3 IT staffing vendor to 25+ fortune 500 clients.

Mindlance has successfully delivered IT staff augmentation services under IDIQ type of contracts to various Federal, State and Local Governments and Fortune 500 organizations all over the country. We regularly provide IT consultants for short as well as long durations. On the basis of our immense experience in providing contingent staffing services, Mindlance has developed contemporary, predictable, and established procedures for staffing contracts and providing excellent IT consultant support services for short as well as long durations.

Since inception, Mindlance has successfully acquired, managed and served over **110** clients and has also provided over **8,000** consultants through IT staff support services contract on diverse technological platforms to both Commercial and Government agencies including World Bank, Universal Service Administration Company (USAC), FRB NY, Pima County, Qualcomm, Apple, Intel, Oracle, J&J etc.

**Table 1: Mindlance Relevant IT Recruiting & Staffing Services Experience**

Company	Clients	Experience	Relevance
<b>Mindlance Inc. (Mindlance)</b>	Government/Commercial & Non-Profit Organizations: <ul style="list-style-type: none"> <li>• World Bank</li> <li>• Federal Reserve Bank of New York</li> <li>• Universal Service Administration Company (USAC), DC</li> <li>• State of MD</li> <li>• State of NC</li> <li>• State of MN</li> <li>• New York Power Authority (NYPA)</li> <li>• University of Massachusetts</li> <li>• Pennsylvania State System of Higher Education, PA</li> <li>• Pima County, AZ</li> <li>• City of Minneapolis, MN</li> <li>• Sound Transit, WA</li> <li>• Apple</li> <li>• Intel Corporation</li> <li>• Qualcomm Corp</li> <li>• Citi</li> <li>• Ally Bank</li> <li>• American Express</li> <li>• Oracle Consulting</li> <li>• AstraZeneca / Medimmune</li> <li>• JRI-America, Inc/Sumitomo Mitsui Banking Corp.</li> <li>• Johnson &amp; Johnson</li> <li>• Bristol Myers Squibb</li> <li>• Cigna Corporation</li> </ul>	<ul style="list-style-type: none"> <li>• Mindlance, since its inception, has successfully acquired, managed and served over <b>110 clients</b> and has also provided over <b>8,000 consultants</b> through IT Staff Augmentation services contracts on diverse technological platforms to both Commercial and Government agencies.</li> <li>• We have productively handled and completed all of the above projects and benefited the respective agencies by providing consultants with the skill sets as per their requirements.</li> <li>• <b>Mindlance is presently serving 90+ clients with nearly 1900+ consultants through its twelve office locations.</b></li> </ul>	<ul style="list-style-type: none"> <li>• Contingent Staffing Experience of over 16 years</li> <li>• Very mature processes for IT Staff Augmentation services.</li> <li>• Placed over 8000 IT Consultants to both Commercial and Government agencies</li> <li>• Providing temporary IT support services to USAC and placed 30+ IT consultants on current IT staffing contract.</li> <li>• Placed over 1000 consultants at Qualcomm; have 225 consultants engaged with Qualcomm at present</li> <li>• Placed over 400 consultants at Apple; have over 150 consultants engaged at Apple Inc.</li> <li>• Placed over 100 IT and Finance consultants at Citi</li> <li>• Placed 92+ IT consultants with Pacific Gas &amp; Electric (PG&amp;E).</li> <li>• Have over 35 IT consultants currently engaged at American Express</li> <li>• Placed 35+ IT Consultants with JRI-America/SMBC.</li> <li>• Has knowledge of Government business processes, systems and requirements including State of FL, NJ, NY, PA, Washington D.C.</li> </ul>



Mindlance, over the past 16 years has developed rich expertise in providing Technical Recruiting & Staffing Services to a diverse client base whose size and scope exceed those requested by City of Glendale. Mentioned below are just a few of them relevant to the Technical Recruiting & Staffing Services required in the RFP:

- Universal Service Administrative Company, Washington D.C., 4+ years (April 2011 – Current)
- Intel Corporation, Santa Clara CA, 13 years (June 2001 – Current)
- Qualcomm Corporation, San Diego CA, 6+ years (October 2007 – Current)
- Sumitomo Mitsui Banking Corporation (SMBC), NY, 13+ years (2003 – Current)
- Travelers, 6+ Years (2010 – Current)
- Cigna Corporation, 5+ Years (2011 - Current)

**Mindlance – A Heritage of Success for the Govt. Clients:** Mindlance retains the vital Government business and technical institutional knowledge which we have amassed, during its 16-year history of excellent performance in support of government client’s goals. Mindlance’s own experience with providing wide variety of IT & Non-IT consultants in different labor categories on diverse technological platforms to both Commercial and Government agencies makes it a highly capable prime contractor for City of Glendale Technical Recruiting & Staffing Services contract.

**Table 2: List of Mindlance Government Staffing Contracts**

Client Name	Contract Name
Universal Service Administrative Company (USAC), DC	Temporary IT Staff Augmentation Services
State of Maryland Dept. of Information Technology, MD	Consulting and Technical Services + (CATS+)
State of North Carolina	IT Supplemental Staffing Providers
State of Oklahoma	IT Staff Augmentation Services
State of Minnesota	Enterprise ASAP-IT/2 Master Contract
New York Power Authority	IT Temporary Staffing Services
Pima County, AZ	IT Consulting Services
Pennsylvania State System of Higher Education, PA	IT Equipment & Services
University of Massachusetts (UMass), MA	IT Staff Augmentation Services
Miami University, OH	IT Services – Staff Augmentation
Baltimore County Public Schools (BCPS), MD	Contracted Information Technology Staffing Services
City of Minneapolis, MN	IT Staff Augmentation Consulting Pool
Sound Transit, WA	IT Temporary Staffing Services
Citizens Property Insurance Corporation	Contingent Staffing Services
Cuyahoga Metropolitan Housing Authority (CMHA)	IT and Finance Temporary Staffing Services

**Total Grasp of Government Clients Mission and Requirements:** Mindlance’s heritage of working closely with Government customers in the achievement of their strategic objectives, coupled with Mindlance’s fine track record with its public sector customers, gives us an unrivaled grasp of the City of Glendale mission and requirements.

**Corporate Capabilities to Handle Full Scope of City of Glendale IT Staffing Requirements:** With the existing offices in Phoenix, AZ area, availability of qualified resources and proven past performance, Mindlance has the necessary corporate capabilities to handle the full scope of City of Glendale Technical Recruiting & Staffing Contract requirements and provide the qualified and experienced IT staff on diverse technological platforms.



**Proven Experience Supporting Fortune 500 Clients:** Mindlance is a top 3 staffing vendor to many MSP/VMS programs across industries, across MSP and across skills. Today, we support more than 90 MSP/VMS programs, which generates over \$125 million in revenues for Mindlance. **Over 35% of our revenue is derived from IT Staffing Services.** Our largest client is Qualcomm Inc. generating approx. 17% of our annual revenue. Mindlance's largest account has revenues of about \$17 million and currently we have engaged over 225 consultants with our largest account. Our proven delivery model has helped us maintain a competitive edge at several clients, including:

1. World Bank: Top 3 IT Staffing Vendor
2. Qualcomm: # 1 IT and Engineering staffing vendor
3. Apple: # 1 staffing vendor for IT and Professional
4. Intel: # 1 staffing vendor nationally across skills
5. Cigna: # 3 Staffing Vendor
6. Humana: Top 3 Staffing Vendor
7. Express Script: #2 Staffing Vendor
8. Covidien: # 1 vendor
9. Astra Zeneca (Rookie of the Year; # 3 overall)
10. Johnson & Johnson (For 3 straight years, consistently a top 3 vendor out of 100 plus vendors)
11. Yahoo: # 1 staffing vendor
12. T-Mobile: # 2 staffing vendor
13. Travelers: # 1 staffing vendor
14. Harley Davidson: Top 3 staffing vendor
15. Citi: # 4 staffing vendor nationally
16. Ally Bank: # 1 staffing vendor nationally

**Experienced and Highly Qualified Account Manager:** Our Account Manager (AM), Mr. Badrie Arasamangalam, is familiar with the State and Local Government customers' business processes, systems, environment and culture and well qualified to work with the City of Glendale and; since 2011 he has supported several Temporary IT Staffing contracts for various Government projects. He has over 13 years of strong experience providing and managing staffing services contracts with Federal, State and Local Government customers such as USAC, State of Maryland, State of Minnesota, NYPA, Pima County, AZ etc.

**Consistent Quality throughout the Tenure of the Contract:** Mindlance has an uncompromising commitment to providing quality services while meeting the highest ethical standards. Our commitment and approach has helped us achieve ISO 9001:2008 certification. Quality management (QM) is an integral part of Mindlance's service delivery process, which focuses on complete user satisfaction. Our program has two major components, quality control (QC), which contributes to the delivery of products and services that meet or exceed client requirements, and quality assurance (QA), which ensures that work meets defined specifications. Our account manager is accountable for ensuring Mindlance meets its quality and performance goals on this contract.

**Mindlance has in-depth understanding of IT Staffing Services;** we have comprehensively grasped all aspects of the City of Glendale's requirement for contractor-provided temporary IT staffing services. Mindlance offers City of Glendale demonstrated staffing expertise, and an impressive record for professionally delivering high-quality temporary staffing services customized to specific City of Glendale

#### **Mindlance Capability**

- One of the fastest growing staffing companies.
- Over 16 years of strong IT Staffing Services Experience.
- Placed over 20,000 Consultants on number of Contingent Staffing Contracts (Both IT & Non-IT).
- Thorough understanding of State & Local Government business processes, systems, environment and culture.
- Proven ability to leverage experience, technology, and processes to meet City of Glendale requirements.
- Very mature processes for Staffing services
- Established management practices and methodologies
- Strong team of experienced 200+ recruiters.
- Large pool of 1.5 MN resumes of qualified candidates
- Mindlance, quoted by business publications as:
  - (a) Ranked as one of the Largest US Staffing firms- Revenues of over 100 million (2015) by SIA
  - (b) 9th "Fastest Growing IT Staffing Firm in year 2014" by the Staffing Industry Analysts (SIA -2014)
  - (c) 8th "50 Fastest Growing Companies in NJ in year 2014 by NJBIZ
  - (d) 24<sup>th</sup> Fastest Growing Staffing Firms by *Staffing Industry Analyst* in year 2014; (4<sup>th</sup> consecutive year)
  - (e) Seven times honoree of Fast Growing Private Companies by *Inc 500/ 5000*;
  - (f) Fast Growing company by *Diversity Business*.



job requirements. Our proposed Account Manager (AM), Mr. Badrie Arasamangalam, is familiar with the State and Local Government customers' business processes, systems, environment and culture and well qualified to work with the City of Glendale and; since 2011 he has supported several Temporary Staffing contracts for various Government projects. He has over 13 years of strong experience providing and managing Contingent Staffing services contracts with Federal, State and Local Government customers such as USAC, State of Maryland, State of Minnesota, NYPA, Pima County, AZ etc.

**Mindlance Corporate Experience**

**Table 3: Mindlance Corporate Experience**

Customer	Services	Total Annual Value	Resources Placed	Skills Provided
<b>Qualcomm Corp.</b>	IT Staffing Services	\$17,226,716	225	C/C++, Android and Java Developers, J2ME, Linux and Window Server Engineer, System Tester, Business Analysts, Project Managers, Network Engineers, Systems Engineer
<b>Pacific Gas &amp; Electric (PG&amp;E)</b>	IT Staffing Services	\$7,000,000	92	IT Project Manager, Senior Business Analyst, Sr. IT Planning Analyst, Programmer Analyst, Sr. .Net Developer, Sr. Database Programmer Analyst, IT Windows Systems Administrator Sr, Unix, Admin Senior, Technical Writer,
<b>Bristol Myers Squibb</b>	IT Staffing Services	\$5,059,744	36	Project Manager, Program Manager, Business Analyst, Systems Analyst, Systems Engineer, Database Modeler, Java, Oracle PL/SQL, Quality Analysts and Testers
<b>Oracle Consulting</b>	IT Staffing Services	\$2,749,419	19	Siebel, PeopleSoft Systems Analyst, Oracle Dbase Developers and DBAs, OBIEE Analysts and Engineers, AIA/SOA, ESB, OID and SSO, Desktop Support Engineer
<b>Intel Corporation</b>	IT Staffing Services	\$3,429,769	45	ASP.Net, VB.Net, SQL Server, Java Developers, Documentum developers, System Analysts, C/C++, Graphic Designer, Database Engineer
<b>ImClone System Inc</b>	IT Staffing Services	\$3,328,610	22	Oracle Clinical, Biostatisticians, Clinical Application Development, Drug Safety, Clinical Data Management, Network Operations Technician
<b>Apple</b>	IT Staffing Services	\$10,000,000	150	Program Managers, Project Managers, BPR Consultants, Java/J2EE, iOS Developers, Architects, C/C++, White Box & Black Box Testing, IT Service Desk Technician, Multimedia Maps Developers
<b>Cigna</b>	Contingent Staffing Services	\$3,029,614	175+	All Admin/Clerical, Finance/Accounting & Call Center positions including Admin Assistants, Call center representatives etc.
<b>Travelers</b>	Contingent Staffing Services	\$800K+	30+	All Admin/Clerical, Finance/Accounting & Call Center positions including Admin Assistants, Call center representatives etc.
<b>Other Customers</b>	Federal Reserve Bank of New York, Comcast, Ally Bank, Teva Pharmaceuticals, McKesson, Johnson & Johnson, Credit Suisse, Deutsche Bank, State of NJ, State of VA, State of PA, State of AK, Amgen, Biogen Idec, American Express, Humana, LabCorp, PIMCO, PNC Bank, Akamai Technologies, Genentech, Walmart eCommerce, John Deere, AstraZeneca / Medimmune, Citi, Anthem.			

Mindlance's own experience with providing wide variety of IT consultants in different labor categories on diverse technological platforms to both Commercial and Government agencies makes it a highly capable prime contractor for City of Glendale 'Technical Recruiting & Staffing Services' contract. As mentioned above, Mindlance has the required technical capability, significant commercial and government past experience, effective knowledge of government business processes and systems and is fully equipped and committed to begin supporting City of Glendale 'Technical Recruiting & Staffing Services' contract.



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**Mindlance Areas of Expertise:**

Mindlance has over 16 years of expertise in providing IT Recruiting and Staffing Services to Federal, State and Local Government agencies & Fortune 500 commercial organizations such as World Bank, USAC, New York Power Authority, Federal Reserve Bank of New York, Pima County, AZ, Qualcomm, Apple, Intel, J&J, AMEX etc in following labor categories:

- Application Architects
- Application Integration Architect
- Applications Programmers
- Automation UI Test Engineer
- BPR Consultants
- Business Analyst – Intermediate
- Business Analyst - IT - Senior
- Business Analyst - IT
- Business Systems Analyst - Senior
- Data Administrator I
- Data Center Technician
- Database Programming (DBP) III
- Demand Analyst
- Help Desk Administrator
- Helpdesk Technician
- Internet Security Specialist
- IT Service Desk Technician
- Java/J2EE, iOS Developers
- Level 1, 2, 3 Production Support Analyst
- Multimedia Maps Developers
- Network Engineer
- NOC Technician
- Operations Manager/Supervisor
- Oracle DBA
- Program Analyst
- Program Analyst, Sr.
- Program Manager
- Programmer Analyst-Lead
- Project \ Program Manager – BPR
- Project Analyst
- Project Manager - IT
- Project Manager - Scientific-II
- Project Manager III
- Project Manager
- QA Analyst
- Senior Software .NET Developer
- Software Architect
- Software Developer
- SQL Developer
- Sr. Engineer

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- Sr. J2EE Software Developer
  - Sr. Microsoft Software Developer
  - Sr. Program Manager
  - Sr. Programmer Analyst
  - Sr. Software Developer
  - SSRS Report Developer
  - System Administrator
  - System Analyst
  - System Center Engineer
  - Systems Administrator - Senior
  - Systems Analyst III
  - Systems Engineer - II
  - Technical Project Manager
  - Technical Support
  - Technical Writer
  - Test Engineer
  - Test Technician Specialist
  - Test Technician
  - Testers
  - UI/UX Developer
  - Web Applications Developers

### **Special Achievements:**

Mindlance has been consistently recognized as one of the top performing vendors by several MSPs. In 2015 itself, we have been recognized with Supplier Excellence Awards by 4 of the top 8 MSP providers:

- e. **TAPFIN**
  - a. 2015 Supplier Excellence Award (1 of 3 companies to win this award);
  - b. Tapfin Elite Partner 2015;
  - c. Tapfin "Partner of the Year 2015"
- f. **KellyOCG**
  - a. 2015 Supplier Excellence Award (4 straight years)
- g. **Agile-1**
  - a. 2015 Platinum Award for Staffing companies between \$100 and \$200 million in revenues
  - b. 2014 Diversity Supplier of the Year
- h. **Geometric Results (GRI)**
  - a. Platinum Preferred Partner (P3) Award Recognition

From an individual program VMS perspective, below are some of the client recognitions/ rankings for Mindlance:

- World Bank: Top 3 IT Staffing Vendor
- Qualcomm: # 1 IT and Engineering staffing vendor
- Apple: # 1 staffing vendor for IT and Professional
- Intel: # 1 staffing vendor nationally across skills
- Cigna: # 3 Staffing Vendor
- Humana: Top 3 Staffing Vendor
- Express Script: #2 Staffing Vendor

- Covidien: # 1 vendor)
- Astra Zeneca (Rookie of the Year; # 3 overall)
- Johnson & Johnson (For 3 straight years, consistently a top 3 vendor out of 100 plus vendors)
- Yahoo: # 1 staffing vendor
- T-Mobile: # 2 staffing vendor
- Travelers: # 1 staffing vendor
- Harley Davidson: Top 3 staffing vendor
- Citi: # 4 staffing vendor nationally
- Ally Bank: # 1 staffing vendor nationally

Mindlance, cited by various business publications as:

- j) Ranked as one of the Largest US Staffing firms- Revenues of over 100 million (2015) by SIA
- k) Mindlance was ranked 9<sup>th</sup> **“Fastest Growing IT Staffing Firm in year 2014”** by *the Staffing Industry Analysts (SIA -2014)* for the year 2014.
- l) Ranked as the 20th Largest US diversity staffing (2015) by SIA
- m) Ranked as one of the fastest growing staffing firms for 5 consecutive years (2011 to 2015) by SIA
- n) Mindlance was ranked 8<sup>th</sup> **“50 Fastest Growing Companies in NJ in year 2014”** by *NJBIZ*.
- o) Mindlance was ranked 24<sup>th</sup> **“Fastest Growing Company in year 2014”** by *Staffing Industry Analyst* (fourth consecutive year).
- p) Several times winner of Fast Growing Private Companies by *Inc 500/ 5000*;
- q) Mindlance named in Top 500 Diversity Owned Businesses in the US.
- r) Mindlance awarded *Deloitte Technology Fast 50 NJ Award* for the three consecutive years.

**DIVERSITY RECOGNITIONS:**

- Ranked as the 20th Largest US diversity staffing (2015)
- Agile\*1 Diversity Supplier of the Year (2014)
- Regional Diversity Supplier of the Year Finalist, Class 4 - NY/NJ National Minority Supplier Development Council (2012).

**2.4.1.4 Offeror shall provide details of recruitments undertaken that are of similar nature based on the City's Specifications;**

**Table 4: Mindlance List of Recruitments Undertaken Similar to City's Specifications**

Client's Name	Engagement Discription, Project Objectives, Project Start and End Dates	Type of Labor Categories Provided
<b>Universal Service Administrative Company (USAC),</b> Washington D.C.	Mindlance is providing IT staff augmentation Services to USAC on agreed upon rates for various IT labor categories.  <b>Contract Duration:</b> 04/15/2011 to Present  <b>Contract Value:</b> \$9.5MN  <b>Contract Value Earned:</b> \$2.5 MN  Mindlance have won 2 IT staffing contracts of USAC.	As of now, Mindlance has won several competitively bid task orders on this contract with a total value of over <b>\$2.5M+</b> and staffed these task orders with <b>30+</b> IT consultants till date in following categories: <ul style="list-style-type: none"> <li>• Sr. Software Developer,</li> <li>• Software Developer III,</li> <li>• Systems Analyst III/QA,</li> <li>• Helpdesk Administrator,</li> <li>• Sr. J2EE Software Developer,</li> <li>• Helpdesk Technician, 1</li> <li>• Sr. Microsoft Software Developer,</li> <li>• Help Desk Administrator,</li> <li>• Sr. Software Developer,</li> <li>• Software Architect, Systems Engineer - II.</li> </ul>
<b>Qualcomm Inc.,</b> San Diego, CA.	Mindlance is providing IT Staffing services to Qualcomm for the last 8 years. Mindlance is supporting Qualcomm with agreed upon rates for duration of the contract with Information Technology and IT Engineering Staffing Services.  <b>Contract Duration:</b> July 2007 – Present  <b>Contract Value Earned:</b> \$17MN+ annually Mindlance is # 1 IT staffing vendor nationally across all skills at Qualcomm.	With a total annual value of over \$17M+, currently, we have 225+ IT consultants engaged with Qualcomm with duration of the engagement ranging from 6 months to over 1 year in following categories: <ul style="list-style-type: none"> <li>• System Analyst,</li> <li>• Java Developer,</li> <li>• Program Analyst,</li> <li>• Programmer Analyst,</li> <li>• Senior Programmer Analyst,</li> <li>• Senior Software Engineer,</li> <li>• Software Engineer,</li> <li>• Software Release Engineer,</li> <li>• Software Test Engineer,</li> <li>• Sr. Program Manager,</li> <li>• Test Engineer,</li> <li>• Test Technician,</li> <li>• Test Technician Specialist etc.</li> </ul>
<b>World Bank,</b> Washington D.C.	Mindlance is providing IT Staffing Services to World Bank for its Washington D.C. offices for the duration of the contract.  <b>Contract Duration:</b> Oct 2015 – Present  <b>Contract Value:</b> \$50M+  Mindlance is among Top 3 IT staffing vendor in less than one year.	Servicing for 1 year; active headcount of 100+ IT Consultants in following labor categories: <ul style="list-style-type: none"> <li>• Sr. Business Analyst,</li> <li>• Business Objects/Crystal Developer III,</li> <li>• Cognos Developer II,</li> <li>• Application Architect Analyst III,</li> <li>• SAP Developer III,</li> <li>• Web Developer III,</li> <li>• BI Data Architect III,</li> <li>• IT Coordinator I,</li> </ul>



Client's Name	Engagement Description, Project Objectives, Project Start and End Dates	Type of Labor Categories Provided
		<ul style="list-style-type: none"> <li>• Sr. Business Analyst,</li> <li>• Peoplesoft Technical Specialist III,</li> <li>• Technical Project Manager I,</li> <li>• IT Coordinator II,</li> <li>• Summit Developer III,</li> <li>• Business Analyst II,</li> <li>• Web Administrator Middleware III,</li> <li>• Quality Assurance Specialist III,</li> <li>• Oracle Programmer/Analyst III etc.</li> </ul>
<b>New York Power Authority (NYPA),</b> New York, NY	Mindlance is supporting NYPA for Information Technology Staffing Services in various IT disciplines for the duration of the contract.  <b>Contract Duration:</b> Aug 2015 – Present  <b>Contract Value:</b> \$9.5 MN+	Recently started serving NYPA and already placed 6 IT Consultant in following labor category: <ul style="list-style-type: none"> <li>• IT Procurement Specialist - Level 2</li> <li>• Information/Knowledge Architect-Level 3</li> <li>• WebSphere Developer – Level 3</li> <li>• Technical Writer-Level 2</li> <li>• Sr. Network Engineer – Level 3</li> <li>• Document-Records Indexer – Level 3</li> </ul>
<b>Federal Reserve Bank of New York (FRB NY)</b> New York, NY	Mindlance is providing IT Staff Augmentation Services to Federal Reserve Bank of New York in various IT disciplines.  <b>Contract Duration:</b> 2015 – Present	Mindlance has placed over 5 consultants in less than 6 months duration.
<b>Apple Inc.,</b> Cupertino, CA	Mindlance is providing IT & Non-IT Staffing services to Apple Inc. for US locations. As of now, Mindlance has won several competitively bid task orders on this contract with a total annual value of over \$10M+.  <b>Contract Duration:</b> 2012 – Present  <b>Contract Value Earned:</b> \$10MN+ annually.  Mindlance is # 1 IT and Non IT staffing vendor nationally across all skills at Apple.	We currently have 150+ contractors as active head count and have placed 400+ contractors over the course of 4 years nationwide in following categories: <ul style="list-style-type: none"> <li>• Project \ Program Manager – BPR,</li> <li>• Automation UI Test Engineer,</li> <li>• Program Managers,</li> <li>• Project Managers,</li> <li>• BPR Consultants,</li> <li>• Java/J2EE, iOS Developers,</li> <li>• Architects,</li> <li>• C/C++, White Box &amp; Black Box Testing,</li> <li>• IT Service Desk Technician, Multimedia Maps Developers etc.</li> </ul>
<b>Johnson &amp; Johnson,</b> New Brunswick, NJ	Mindlance is supporting J&J with IT Staffing Services for the duration of the contract.  <b>Contract Duration:</b> 06/2010 – Present  <b>Contract Value Earned:</b> \$6.5K+ annually.  Mindlance has received 'Supplier Excellence Award' from Johnson & Johnson for 3 straight years.	Mindlance has placed 50+ Consultants in following categories: <ul style="list-style-type: none"> <li>• Operations Manager/Supervisor,</li> <li>• Project Manager – Scientific-II,</li> <li>• Application Integration Architect,</li> <li>• Project Manager III,</li> <li>• Data Administrator I,</li> <li>• Database Programming (DBP) III etc.</li> </ul>





Client's Name	Engagement Description, Project Objectives, Project Start and End Dates	Type of Labor Categories Provided
<b>JRI America / Sumitomo Mitsui Banking Corporation (SMBC), New York</b>	<p>Mindlance has provided Enterprise Architecture, Application Management, Data Management, Test Management, Infrastructure Management and package implementation services to JRI/Sumitomo Mitsui Banking Corporation (SMBC) for its real-time, web-based global Corporate Cash Management system and consistently met contract schedules and budgetary limitations.</p> <p><b>Contract Duration:</b> Feb 2003 – Present  <b>Contract Value Earned:</b> \$11M+</p> <p>Mindlance is among Top 3 IT Staffing Vendor</p>	<p>Mindlance has placed 35+ IT consultants till date in following categories:</p> <ul style="list-style-type: none"> <li>• Oracle DBA,</li> <li>• Web Applications Developers,</li> <li>• Testers,</li> <li>• Applications Programmers,</li> <li>• Network Engineers,</li> <li>• Level 1, 2, 3 Production Support Analyst etc.</li> </ul>
<b>American Express, New York, NY</b>	<p>Mindlance is providing IT Staffing services to AMERICAN EXPRESS with wide variety of IT consultants in different labor categories on diverse technological platforms. Mindlance is supporting the AMEX with agreed upon rates for duration of the contract with Information Technology Staffing Services.</p> <p><b>Contract Duration:</b> 2013 – Present  <b>Contract Value Earned:</b> \$3MN Annually</p> <p>Mindlance is Top 5 staffing vendor, nationally, across skills (IT and Non IT)</p>	<p>Have over 35 IT consultants currently engaged at American Express in following categories:</p> <ul style="list-style-type: none"> <li>• Project Manager – IT - Intermediate,</li> <li>• Internet Security Specialist,</li> <li>• System Center Engineer,</li> <li>• Programmer Analyst-Lead,</li> <li>• SQL Developer,</li> <li>• Project Manager - IT,</li> <li>• Network Engineer,</li> <li>• Sr. Software Developer,</li> <li>• Data Center Technician,</li> <li>• Systems Administrator - Senior,</li> <li>• UI/UX Developer,</li> <li>• Technical Support,</li> <li>• QA Analyst,</li> <li>• Business Analyst - IT - Senior,</li> <li>• Business Analyst - IT,</li> <li>• NOC Technician,</li> <li>• Program Manager,</li> <li>• Business Analyst – Intermediate,</li> <li>• Business Systems Analyst - Senior,</li> <li>• Technical Writer</li> </ul>
<b>Pima County, AZ</b>	<p>Mindlance responds to individual task orders or “Statements of Work” (SOW) released by Pima County, which include a description of the tasks to be performed, term of assignment, and not-to exceed (NTE) price.</p> <p><b>Contract Duration:</b> May 2012 – Present  <b>Contract Value:</b> \$1.3 MN+  <b>Contract Value Earned:</b> \$0.5 MN+</p>	<p>Placed IT Consultants in following categories:</p> <ul style="list-style-type: none"> <li>• Senior Software NET Developer,</li> <li>• SSRS Report Developer</li> </ul>

*2.4.1.5 Offeror shall describe training in technology provided to their temporary candidate pool;*

**Mindlance Training Programs:**

Mindlance has a training program for employees on assignment at our clients work location.

Regarding professional development, Mindlance provides training programs to its contractors in line with their career and project objectives. The training is offered in a variety of ways – direct from Mindlance, online, or through third-party agencies. The areas of training include:

- Techno-functional certifications in their related disciplines
- Business area (business/functional/domain knowledge)
- Technology (programming languages/operating systems/databases/networks)
- Procedural area (support environment, release/configuration management, etc.)
- Quality (PMI/PMP, Six Sigma, etc.)
- Productivity and Time Management

Mindlance has a formal training plan in place for all of its permanent salaried employees with tuition reimbursement up to \$1,500/year per employee.

The eligibility and allowance tier may vary based on the number of hours worked at Mindlance, and this may, in some fashion, create a distinction between full-time and seasonal contingent workers. Typically, for IT consultants, Mindlance and online training are available from the date of start. Third party client approved training is available post completion of 1000 hours of assignment.

However, there are training programs which are available to all contingent workers, irrespective of the length of their engagement with Mindlance.

**In-house Training Current Offered by Mindlance Subject Matter Experts (FREE FOR CONTINGENT WORKERS):**

1. Industry Overview and Mindlance Best Practices
2. Mindlance Methodologies:
  - a. Mindlance Software Development Life Cycle
  - b. Mindlance Project Management Methodology
  - c. Mindlance Requirements Gathering Methodology
  - d. Mindlance Testing Process
  - e. Mindlance Quality Assurance Process
3. Project/Program Management & Business Analysis (Deep-dive)
  - a. Work Plan Management
  - b. Reference Structure Management
  - c. Financial Management
  - d. Project Status Reporting
  - e. Risk Management
  - f. Issues Management
  - g. Change Management Controls
4. Testing (Deep Dive)
  - a. Use-Case Driven Test Development
  - b. Independent Verification and Validation
  - c. Performance Testing
  - d. Automation Testing



5. Quality Management

- a. CMM Level 2, 3 and 4 standards
- b. Overview of Lean, Kaizen & Six Sigma
- c. Mindlance 4Ps Methodology: People, Process, Performance and Partnership

**Online/Computer-based Training (FREE FOR CONTINGENT WORKERS):**

Mindlance corporate subscriptions with CBTDirect and Lynda.com for online training in the following areas: Technology, Career Enhancement, Desktop Computing, End-user Business Computing, User Interface Development, etc.

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## 2.4.2 METHOD OF APPROACH

*2.4.2.1 Offeror shall clearly provide their written understanding of the City's requirements, specifications, meeting the terms and conditions of the RFP and matching the proposed methods to accomplish the needs of the City;*

### **Our Understanding of the City's Requirements & Specifications:**

The City of Glendale (CITY) has issued this RFP # RFP 16-42 titled 'Technical Recruiting & Staffing' to obtain Information Technology Recruitment & Staffing Services from qualified and experienced firms who can offer IT Resources either through direct hire or on temporary contract basis with various skill sets on an as-needed basis for IT support that will be used to supplement existing staff or to support City's projects and IT technology requirements.

The City is looking for vendors to provide IT Consultants in functional areas such as Systems Analysis, Systems Administration, Network Engineering, Database Administration, Network Engineering (SCADA), Control System Engineering etc.

### **Scope of Services:**

For this RFP, CITY has set following minimum qualifications/requirements for the Recruiting/Staffing Firm:

- Specialize in information technology staffing services including temporary placements;
- Use proven testing and screening procedures to validate candidates' technical competency;
- Conduct criminal background checks and conduct behavioral screening to validate candidates' suitability for employment;
- Perform reference checks in advance;
- Be able to obtain and/or retain a sufficient pool of qualified IT candidates to meet the City's needs;
- Provide the City with a single point of contact for the management of services stated herein;
- Ensure qualified candidates will follow the City's technical policies and procedures including change control and system documentation requirements; and,
- Provide a placement guarantee for all candidates recruited.

### **City's Recruitment Requirements:**

Following are the general skill set categories (sampling of the highly sought after positions) for which CITY requires assistance in the recruitment for these technical positions for duration of the contract on an as-needed basis:

- Systems Analyst
- Systems Administrator
- Network Engineer
- Database Administrator
- Network Engineer (SCADA Experienced)
- Control System Engineer

**City's Hiring Process** –City's typical hiring process:

### **Candidates Identification**

- 
- a) City will provide the recruiters and qualified firms with the job description of the position being recruited for which includes minimum qualifications, special requirements, and certifications required;
  - b) Candidates must meet the minimum qualifications of the position in order to be considered;
  - c) Recruiter shall provide the City with list of qualified candidates;
  - d) Recruiter shall conduct recruitment;
  - e) City will review resumes from recruiters;
  - f) City will identify candidate(s) from Recruiter's list of qualified candidates to interview;
  - g) City will conduct phone interview with identified candidates
  - h) City will conduct in-person/Skype interviews with candidate(s) from phone interview(s) that the city determines are most qualified;
  - i) At times, multiple interviews may be requested;

**Actions Required Upon Identification of Top Candidate:**

- a) Recruiter shall conduct reference checks using the city's required Reference Check form, which is currently in paper format;
- b) Recruiter shall ensure the candidate completes the City's job application;
- c) Recruiter shall submit completed reference checks and completed application and resume to the Human Resource contact;
- d) The City's Human Resources Department will review the information and will contact the recruiter with a salary offer;
- e) If the candidate accepts position, a conditional offer letter will be prepared by Human Resources and a start date identified;
- f) All job offers are contingent upon successful completion of the City's own background check.

**CANDIDATE SELECTION:**

**Recruitment Fees:**

- a) The City shall not pay the direct hire recruitment fee until 30 days after the candidate's first day of work.
- b) City requires that the recruiters assist the City in identifying a new candidate at no cost if the original candidate is released from the City within 60 days of the first day of work.

**Temp-to-Hire:**

- a) The City may at its option, hire temporary or temp-to-hire technical staff in the event of there being an immediate need to fill a position.
- b) Should the City convert a temp-to-hire candidate to a full time City employee, notice shall be provided to the Contractor 30 days prior to the conversion.

**City's Background Checks Process:**

- a) Direct hire technical positions funded by the City's Police Department must complete an in depth background check.
- b) Once a direct hire candidate has been identified, he/she will be given a conditional job offer that is contingent upon the successful completion of the background check performed by the City;
- c) The direct hire candidate will complete a background packet, which will be submitted to the Police Department so the background check can be conducted.

- d) A polygraph test may or may not be required and the determination will be made by the Glendale Police Department.
- e) Upon successful completion of the background check, a start date for the candidate will be identified.
- f) Temporary staff shall have undergone a background check conducted by the Recruiter including E-Verify.
- g) The City reserves the right to conduct a fingerprint background check for all new direct hires and for temporary placements if deemed necessary.

**Meeting the Terms & Conditions of the RFP:**

Mindlance has thoroughly reviewed this Request for Proposal and we entirely agree with all the provisions, terms & conditions and specifications included in the Solicitation and we have no deviations or exceptions from any requirement and terms & conditions sections of this Solicitation, or any other attachments. Mindlance dedicated account management team will follow City's all terms & conditions, processes related with recruitment, hiring, sourcing, candidate's identification, skill assessment, reference checks, background screening etc.

**Proposed Methods to Accomplish The Needs of the City:**

For detailed information about Mindlance proposed methodology related with our recruitment methods & approach, please refer our response to below section "**2.4.2.3: MINDLANCE RECRUITMENT MANAGEMENT APPROACH**".

For detailed information about Mindlance proposed methods related with candidate sourcing, identification, skill assessments, screening and testing, please refer our response to below section "**2.4.2.4 MINDLANCE STANDARD OPERATING PROCEDURE FOR CANDIDATE SCREENING**".

***Mindlance Background Check Process for Contingent Workers:***

Mindlance conducts a thorough background check on each contractor including drug testing, behavioral tests, and verification of education, work history, and other information. No Mindlance contractor starts an assignment until all documentation and verifications are completed and cleared.

Mindlance initiates client-specific background check and drug testing processes, and the results are uploaded into MTRACK.

In the absence of a client mandated policy, Mindlance conducts the following Background Checks:

1. SSN Trace/Verification
2. 7 Year Criminal & Misdemeanor Check (County Criminal)
3. 7 Year National Criminal Search
4. FACIS/OIG/Prohibited Parties Search

Background check and test result data is transmitted to the HRMS/FICO system and is immediately displayed on the Onboarding Specialist's personnel dashboard. The specialist validates the results against the contract terms. We pass on any specific parameter shared by our client to the third party who conducts background checks in order to make sure that they are strictly adhered as per the requirement.

Mindlance has active accounts and has historically worked with the following background check vendors, based on specific client requirements: HireRight, First Advantage, Lexis Nexus, Certiphi, Sterling, Checkpast, A-Check, Yale Associates, CARCO, Justifacts etc.

Mindlance routinely evaluates existing and new providers based on internal and client feedback. We are open to using a client-specified background check company and welcome client recommendations.



*2.4.2.2 Offeror's shall provide a communication plan between key personnel and the City of Glendale;*

Mindlance will assign a dedicated Account Management Team to City of Glendale to maximize efficiency, promote CITY-Mindlance productivity and establish solid lines of communication.

**Processes:**

Mindlance defines Communication Management Protocols between Mindlance and the client. The protocols and procedures clearly define information needs, the frequency of contact and reporting, and the format for presenting data and information. This documented communication plan is revisited and updated periodically.

The dedicated account management team will strictly follow the communication protocol and adhere to the communication guidelines of the contract ensuring that whenever any communication is required with the client, it is done only through the standard communication protocol set by CITY and Mindlance Services Team.

**Communication Management:**

Mindlance will provide CITY contract staff with contact details of its Key Personnel including Account Manager (AM), Service Delivery Manager (SDM) and Escalation Point of Contact (Contract Manager) towards service delivery coordination and issue/ escalation support.

Additionally, Mindlance will provide CITY with one common email address to facilitate easier communication flow. This email user group would also include Mindlance's escalation points of contacts, thereby ensuring organization wide transparency and faster response to CITY Program Office.

Mindlance Dedicated Account Manager will be the single point of contact for all communication between Mindlance and CITY.

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*2.4.2.3 Offeror shall describe method and approach for recruiting technical talent;*

**MINDLANCE RECRUITMENT MANAGEMENT APPROACH**

**(A) SOURCING STRATEGY:**

Mindlance focuses on gaining a thorough understanding of its clients' techno-functional environment and work culture, in addition to open position's job description as a basis to verify candidates experience levels, ensuring best-matched resources for its clients' needs. Based on this understanding, Mindlance designs a sourcing strategy that we apply to a specific client:

- Targeted Market Research
- Targeted Referral Focus
- Talent Supply and Demand Analysis
- Sourcing to Include Talent Community Outreach
- Various Job Boards (including diversity and military)
- LinkedIn Recruiter Access
- AIRS (Advanced Internet Recruiting Strategies)
- Colleges and Associations (Clinical Research & Scientific domain)
- Internal Database – Indexed by industry/location/skill/level, etc.
- Industry-leading Offshore Sourcing Model for targeted segments/skills

Mindlance specific sources:

1. Global Sourcing Centers – A team of 100+ niche-based sourcing professionals provide 24/7 support to our recruiters and populate our database with new talent. These team member's source and initiate contact with potential candidates for recurring needs.
2. The Mindlance Internal Database – Updated constantly, this easily-searchable, large database lets recruiters identify local talent for consideration for very specific requirements.
3. Internal Recruiting Team – Our tenured recruiters expand their networks rapidly with unique candidates to support our clients. They network with past and present contractors and plan for future client staffing needs. Our least-tenured internal recruiter has 6 years of experience.
4. Network of Consultants – Mindlance has over 1,800 consultants working on any given day, a great resource for attracting new and unique talent.
5. Candidate and Client Referrals
6. Professional Organizations.
7. Industry-specific & University Career Fairs – Regional and National participation.
8. Internet – Our Mindlance website, LinkedIn, internet job boards and online networking groups for specific areas.

**(B) SEARCH & SCREENING:**

The Mindlance Sourcing Specialist first screens resumes to determine if they match the job specification in terms of the required IT skill sets, project experience, domain knowledge and pay rate expectations. These initially screened resumes are submitted to Mindlance's Sourcing Manager for further scrutiny and candidate qualification which is followed by initial telephone screening to get a better understanding of their technology skills, industry experience and communication skills.

At this time, Mindlance performs a reference check to screen out undesirable candidates. A Mindlance Account Manager who better understands client needs further screens the remaining resumes of



candidates. At this point, the selected candidates are called in for an in-person interview with our Subject Matter Expert (SME). For out of state candidates, the technical interview is conducted on the phone.

Based on the results of the personal and technical interview and reference check, Mindlance narrows down the list of qualified candidates to a manageable number. The selected candidates are then evaluated by a technical and professional/ personal reference checks. Mindlance also performs background check of candidates with respect to criminal investigation, drug testing and security clearance check, as per client requirements.

### **(C) ASSESSMENT**

Following the Screening process, if the recruiter considers the candidate to be a viable fit, they conduct an “internal submission”. This internal submission alerts the Mindlance Account manager of a potential candidate. The AM reviews the information and schedules an interview. The next level of interviewing is conducted either in person (when possible) or during a scheduled call. It is either conducted by the AM or if required a Mindlance SME (and sometimes both). During this round of interviewing, a thorough skills assessment is performed as it relates to the particular requirement at hand.

A Mindlance Account Manager who best understands the client’s needs further screens the remainder of candidates. At this point, the selected candidates are called in for an interview with our Subject Matter Expert (SME). Further, Mindlance narrows down the list of qualified candidates to a manageable number. The selected candidates are further evaluated including conducting professional/ personal reference checks.

### **(D) SELECTION**

Based on the resulting information obtained during the interview, testing (where applicable), and resulting references, the Mindlance AM makes a determination of the candidate’s overall fit and potential short comings as it relates to the position. The AM also provides a summation of their assessment in the candidate submittal. Once the AM has made a determination to submit the individual, he/she reviews further specific details of the client including hours, wage, intrinsic factors such as dress code, vacation policy, travel, etc - The AM obtains all other relevant information required for the candidate submission and presents to the end user / MSP.

### **(E) ONBOARDING**

The on-boarding team works closely with the Mindlance Service Delivery Team (which includes Mindlance client-dedicated Account Manager) to ensure that each step of this process is understood and completed per internal guidelines and client contract terms.

Mindlance’s centralized Onboarding Team works with the Dedicated Account Manager to ensure proper onboarding, orientation and induction. The areas covered:

- Job Overview: Job Details, Job Location, Reporting Structure, etc.
- Contingent Labor Program Overview: Roles & Responsibilities of the MSP, Mindlance (employer-of-record) and Client
- Co-employment Training
- Issue Escalation Process, Point of Contact Details, Benefits Overview, Payroll Cycle
- Acceptable Code of Conduct
- Time Sheet/Expense Entry Process
- Travel/Other Expenses Guidelines
- Facility Access/Equipment Usage Guidelines
- Information Disclosure & Confidentiality Agreement

- Safety/Ergonomics/Security Guidelines
- Performance Expectations
- Client Work Days/Hours

**(F) ORIENTATION**

Before start of the engagement, the Mindlance Account Management Team member along with an on-boarding specialist and Consultant Care Representative will conduct the first orientation with the contingent worker. The focus of this orientation is centered on the rules of engagement, policies & procedures, communication & reporting expectations. This orientation sets the foundation of the relationship and mutual expectations.

**(G) CONSULTANT ENGAGEMENT & RETENTION**

Mindlance has one of the lowest turnover rates in the contingent labor industry and accomplishes this through open and ongoing communication with the consultant throughout the engagement. From hire to exit, Mindlance seeks feedback from the contractor, answers questions, manages concerns, provides counseling and/or training if needed, and reminds the contractor that s/he is a valuable employee who can build a future with us.

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*2.4.2.4 Offeror shall describe how a candidate's technical skills are identified, assessed, and validated;*

**MINDLANCE STANDARD OPERATING PROCEDURE FOR CANDIDATE SCREENING:**

Mindlance has a well-defined Standard Operating Procedure for candidate screening that requires a series of interviews and quality control checks:

**Global Sourcing Center – Proactively Seeks Qualified Candidates**

- Creates and maintains a large internal database, matching resumes to clients and locations based on skill sets, experience, salary expectations, and location.
- Identifies potentially qualified candidates who, if selected, enter our formal screening process.

**Mindlance Recruiter – Conducts Initial Telephone Screening**

- Chooses candidates to enter our formal screening process for any given client requirement
- Uses an open-ended pre-screening questionnaire focusing on three areas:
  - TECHNICAL - Skills Qualification
  - EXPERIENCE - Employment History/Job Functions and Educational Background
  - PERSONAL - Salary History, Personal Preferences, and Availability
  - PERSONALITY – Cultural Fit, Behavioral Interview, Excitement about the Role and Client
- If the candidate is viable, recruiter uploads candidate data in an “internal submission”

**Mindlance Account Manager and/or Subject Matter Expert – Conduct Detailed Technical Screening**

- Alerted by internal submission of a potential candidate
- Conduct an in-person interview when possible, or a scheduled call
- Perform a thorough skills assessment targeted toward the specific client requirement
- If a candidate is a strong fit, AM further reviews the job description details and revisits:
  - The candidate's strengths
  - The candidate's potential shortcomings
  - The candidate's interest level
- Obtain all relevant information required for the candidate submission including references and, where applicable, college transcripts.

**Subject Matter Experts – Added Expertise When Needed**

- Mindlance has a team of SMEs, who conduct domain and skill interviews for specialized skill/niche skill placements, as needed.

**TOOLS USED DURING THE SELECTION & ASSESSMENT PROCESS:**

Mindlance's screening and selection process is aimed at providing qualified candidates to its clients. To that end, Mindlance takes numerous steps to verify a candidate's experience levels using one or more of the following:

1. Candidates Resume and Skills Inventory Application Supplement – In addition to providing a resume, candidates complete and sign an application along with a Skills Inventory Application Supplement, which is used to verify the level of experience candidates possess in the required skill sets.

2. Screening Interview – Mindlance examines the candidate’s aptitude for the role and verifies information on his/her resume. Preliminary assessments are made about the candidate's experience and education as well as professional compatibility. After the initial interview (often a phone screen followed by a face to face interview) a recommendation is made regarding the candidate's viability.
3. Standardized Tests – Mindlance Technical Recruiters qualify candidates using a proprietary written test or a standardized test. Based on specific requirements of our clients, we currently utilize the following providers for employee skills testing:
  - a) **Predictive Index (PI):** for behavioral suitability of a candidate for specific roles
  - b) **Qwiztek:** pre-employment skill testing and technical evaluations on skills.
  - c) **Brainbench:** numerous assessment products including personality, aptitude and skills testing particularly in the areas of technology, customer support and client services.
  - d) **Techcheck:** technology skills testing and assessment focused on IT, Project Management & PC literacy
  - e) **ProveIT:** testing and assessments for clerical, software, technical, industrial, financial and legal skills.
  - f) **THE PEAC system:** testing on reasoning aptitude, natural behaviors, communication styles and personality traits. The PEAC test is normally conducted on the Project/Program Managers and other senior level managers to ascertain behavioral patterns by exposing them to simulated complex situations.
  - g) **Humanext.com:** to provide in-house and web-based testing and training on communication skills, customer service techniques and supervisory skills.
4. Technical Interview – Mindlance Subject Matter Experts (SME) qualify candidates using a proprietary written or standardized test, ask questions about the candidate’s skill levels and expertise, and verify information on the Skills Inventory Application Supplement.
5. Industry Standard Certifications – For some positions, Mindlance requires its consultants to possess industry standard certifications in areas of expertise, which serve as a benchmark to assess a candidate’s level of expertise.
6. Professional/Employment Reference Checks – Mindlance performs verification of a candidate’s experience via professional reference checks to verify the candidate’s experience as a match to the client’s open position.
7. Mindlance verifies the candidate’s employment to validate the number of years of experience, in line with the client’s open position.

**Additional tools used by Mindlance to pre-screen its candidates, include:**

- A. Management Interview – Ensures that the candidate has excellent interpersonal and presentation skills and the right attitude.
- B. Attitudinal Test & Behavioral Test – Mindlance conducts its proprietary tests to understand the candidates’ attitude and behavior patterns by exposing the candidate to simulated complex situations.
- C. Assignment Orientation – Ensures an appropriate fit between the client and the candidate. Mindlance addresses intrinsic factors such as dress code, vacation, work hours, on-call requirements, etc, if any.
- D. HR Orientation - Prior to onboarding, Mindlance's HR team meets each candidate and explains Mindlance's policies, benefits, candidate duties and the points of contact for employment-related questions (this protects Mindlance's clients from co-employment risks/issues) etc.

Mindlance currently utilizes numerous programs and providers to test the competencies of its candidates. Based on specific requirements of our clients, we currently utilize the following providers for employee skills testing:

- **Predictive Index (PI):** for behavioral suitability of a candidate for specific roles
- **Qwiztek:** pre-employment skill testing and technical evaluation of skills.
- **Brainbench:** numerous assessment products including personality, aptitude and skills testing particularly in the areas of technology, customer support and client services.
- **Techcheck:** technology skills testing and assessment focused on IT, Project Management & PC literacy
- **ProveIT:** testing and assessments for clerical, software, technical, industrial, financial and legal skills.
- **The PEAC system:** testing on reasoning aptitude, natural behaviors, communication styles and personality traits. The PEAC test is normally conducted on the Project/Program Managers and other senior level managers to ascertain behavioral patterns by exposing them to simulated complex situations.
- **HumaNext.com:** in-house and web-based testing and training on communication skills, customer service techniques and supervisory skills.

Mindlance is constantly evaluating new tools that add value to the candidate assessment process and welcomes client recommendations for specific providers.

*2.4.2.5 Offeror shall describe types of testing conducted and screening processes used, prior to selecting a candidate in their temporary staff pool;*

Mindlance currently utilizes numerous programs and providers to test the competencies of its candidates. Based on specific requirements of our clients, we currently utilize the following providers for employee skills testing:

- **Predictive Index (PI):** for behavioral suitability of a candidate for specific roles
- **Qwiztek:** pre-employment skill testing and technical evaluation of skills.
- **Brainbench:** numerous assessment products including personality, aptitude and skills testing particularly in the areas of technology, customer support and client services.
- **Techcheck:** technology skills testing and assessment focused on IT, Project Management & PC literacy
- **ProveIT:** testing and assessments for clerical, software, technical, industrial, financial and legal skills.
- **The PEAC system:** testing on reasoning aptitude, natural behaviors, communication styles and personality traits. The PEAC test is normally conducted on the Project/Program Managers and other senior level managers to ascertain behavioral patterns by exposing them to simulated complex situations.
- **HumaNext.com:** in-house and web-based testing and training on communication skills, customer service techniques and supervisory skills.

***2.4.2.6 Offeror shall describe their method of approach to tracking temporary staff attendance;***

Unless there are exceptional circumstances, Mindlance requires that any request for leave must be pre-approved by the Client and Mindlance Account Manager.

Beyond earned PTO, the Mindlance policy on record is to not pay contingent workers in the absence of approved time. However, we sometimes make exceptions under special circumstances and may 1) pay without approved timesheets, 2) give an advance during the payroll process, or 3) run a special payroll out of cycle. Examples of such special circumstances may be: the hiring manager is on vacation; the contingent worker has important family needs (like someone is sick); or Client/ MSP representative makes a request on behalf of the contingent worker, etc.

For non VMS clients, Mindlance utilizes an online/cloud based timekeeping system (Tenrox) for timesheet and approval processes. This system has built-in analytics to provide reporting by Manager, Projects, Business Units/Cost Centers, etc. Mindlance will be willing to offer this solution to our clients at no additional cost. It will not require any additional technology infrastructure at the client site.

***2.4.2.7 Offeror shall describe the communication process used to notify the City of an assigned temporary staff's absence;***

Before start of the engagement, the Mindlance Account Management Team member along with an onboarding specialist and Consultant Care Representative conduct the first orientation with the contingent worker. The focus of this orientation is centered on the rules of engagement, policies & procedures, communication & reporting expectations. This orientation sets the foundation of the relationship and mutual expectations.

Mindlance requires each new contingent worker to take part in our Orientation Program prior to placement at a worksite. All contingent workers new to a particular client or those who have had a break in service with the client of six months or more must participate. The Orientation Program is customized to client requirements, but overall it familiarizes new contingent workers with the client's culture, policies and procedures, and provides instructions concerning various aspects of engagements including leave approval process.

Unless there are exceptional circumstances, Mindlance requires that any request for leave must be pre-approved by the Client and Mindlance Account Manager.

During the orientation program, we educate our contractors to keep their managers/supervisor informed if they take any leave, if it's a planned leave. However if it's not a planned leave, we do brief them at the time of orientation that in case of emergency, call your manager/supervisor and inform them and also keep Mindlance respective Account Manager in loop.

In normal conditions, contractor follows this process and intimates the immediate supervisor/manager, if the contractor doesn't do it, Mindlance Account Manager sends a note to the point of contact at client.

In addition to this, we have successfully implemented a structured contractor relationship management group within the organization, with prime focus on retention and contingent worker service. We have hired regional Contractor Relationship Managers (CRMs) who are in regular touch with the field contingent workers/employees and if anything like this comes up they also inform the POCs at client if candidate is not able to connect with their managers.

**2.4.3 CAPACITY OF OFFEROR - KNOWLEDGE OF PHOENIX MARKET**

*2.4.3.1 Offeror shall provide three (3) recent (within the last 3 years) client/customer references from organizations of similar size and scope to the City for the services described herein. Include:*

- 2.4.3.1.1 Name of Organization;
- 2.4.3.1.2 Contact Name and Title
- 2.4.3.1.3 Service dates;
- 2.4.3.1.4 Number of temporary positions filled;
- 2.4.3.1.5 Number of recruitments conducted and positions filled;

**Mindlance 3 Company References:**

Mindlance is a proven prime vendor providing temporary Technical Recruiting & Staffing Services to various government agencies and other organizations including Universal Service Administrative Company (USAC), Federal Reserve Bank of New York and Pima County and has similar and highly relevant temporary IT staffing support experience. In addition to the past performance listed below, we have provided Technical Recruiting & Staffing Services to organizations like the Intel, Qualcomm, J&J, AMEX, Apple, Cigna Corporation, Travelers, Express Scripts, Cognizant Technology Solutions etc. (to name a few) in the central area. Mindlance has a proven history of providing IT staff support services and project based solutions to a diverse client base whose size and scope exceed those requested by the City of Glendale. Mindlance is presently serving 90+ clients with nearly 650+ IT consultants through its twelve regional office locations. Following is a representative list of recent past performances of Mindlance:

**Table 5: Mindlance List of Similar Current Past Performances**

Client's Name	Contract Title	Contract Duration	Contract Number	Contract Value	2 Point of Contacts
<b>Universal Service Administrative Company (USAC)</b> Address: 2000 L St. NW, Washington DC, 20036	IT staff augmentation Services	04/15/2011 to Present	USAC-IT-2010-10-22 AND USAC-IT-2014-02-002.06	Value: \$9.6M N IDIQ contract with 30+ IT consultants placed till date with \$2.5MN value	Name: Keami Estep Phone: (202) 423-2654 Email: kestep@usac.org Name: Larry Zhang Phone: (202) 572-5708 Email: lzhang@usac.org
<b>Qualcomm, Inc.</b> Address: 5880 Oberlin Drive, San Diego, CA 92121	Information Technology and IT Engineering Staffing Services	July 2007 - Present	Commercial Contract	\$17MN+ annually with 225+ IT consultants engaged at present.	Name: Kristy Mertz Phone: (858) 651-0302 Email: kmertz@qualcomm.com Name: Ed Hidalgo Phone: (858) 651-2084 Email: edwardh@qualcomm.com



Client's Name	Contract Title	Contract Duration	Contract Number	Contract Value	2 Point of Contacts
<b>Apple, Inc.</b> Address: 1 Infinite Loop, Cupertino, CA 95014	IT Staffing Services	2012 – Present	Commercial Contract	\$10MN+ annually with 150+ consultants engaged at present.	Name: Chris Humphrey Phone: (303)-374-4330 Email: chumphrey@geometricresultsinc.com
<b>JRI America/Sumitomo Mitsui Banking Corporation (SMBC)</b> Address: 277 Park Ave, New York, N.Y. 10172	IT Consulting and Staffing Services	Feb 2003 - Present	Commercial Contract	\$11MN+ with 35+ IT consultants placed till date	Name: Raghu Vaddiyar Phone: (201) 577-3456 Email: rvaddiyar@jri-america.com
<b>Johnson &amp; Johnson</b> Address: One Johnson & Johnson Plaza, New Brunswick, New Jersey 08933	IT & Non-IT Staffing Services	06/2010 – Present	Commercial Contract	\$6.5MN+ annually.	Name: Elaine Tsakon Phone: 908-552-5410 Email: JDipiet5@ITS.INJ.COM





**Reference # 1: Universal Service Administrative Company (USAC) – ‘Temporary IT Staffing Services’**

Universal Service Administrative Company (USAC)	
<b>Name of Agency</b>	<b>Universal Service Administrative Company (USAC)</b>
<b>Contract Number</b>	<b>USAC-IT-2010-10-22 and USAC-IT-2014-02-002.06</b>
<b>Prime or Subcontractor</b>	<b>Prime</b>
<b>Address of Agency</b>	<b>2000 L. St. NW, Washington DC, 20036</b>
<b>Period of Performance</b>	<b>April 2011 to Present</b>
<b>Contract Value</b>	<b>\$9.6M</b>
<b>Contract Type:</b>	<b>Time and Material</b>
<b>Type of Award:</b>	<b>Competitive</b>
Point of Contacts	
<b>Name:</b> Keami Estep <b>Title:</b> Contracts Administrator II <b>Organization:</b> USAC <b>Address:</b> 2000 L. St. NW, Washington DC, 20036 <b>Phone:</b> (202) 423-2654 <b>Email:</b> kestep@usac.org	<b>Name:</b> Larry Zhang <b>Title:</b> Manager of Application Delivery <b>Organization:</b> USAC <b>Address:</b> 2000 L. St. NW, Washington DC, 20036 <b>Phone:</b> (202) 572-5708 <b>Email:</b> lzhang@usac.org
Brief summary of services provided:	
<p><b>Overview of the Client:</b> The Universal Service Administrative Company (USAC) is an independent, not-for-profit corporation created in 1997 to collect universal service contributions from telecommunications carriers and administer universal support mechanisms (programs) designed to help communities across the country secure access to affordable telecommunications services. <b>USAC carries out its functions as the administrator of the federal universal service programs and universal service fund (USF) under the oversight of the Federal Communications Commission (FCC).</b></p> <p>Mindlance has successfully placed <b>30+ temporary IT consultants</b> under a competitive process in which USAC requests resources for terms up to 6 months in various skills and technologies.</p> <p>As of now, Mindlance has won several competitively bid task orders on this contract with a total value of over <b>\$2.5M+</b> and staffed these task orders with <b>30+ FTE's</b>.</p> <p><b>Overview of the Engagement:</b> Mindlance is assisting USAC with agreed upon rates for three (3) years with information technology (“IT”) temporary employment positions in: Oracle® Identity &amp; Access Manager (COREid) Software Developer, Documentum® Software Developer, Software Developer, Senior Software Developer/Software, Architect, Database Engineer, Production Control Specialist, Systems Analyst, Senior Systems, Analyst/Technical Project Manager, Security Analyst, Systems Administrator, Helpdesk Administrator, Systems Engineer (for Wide Area Network (“WAN”)), and Systems Engineer (for Systems).</p> <p><b>Descriptions of scope of work performed:</b> Mindlance responds to individual task orders or “Statements of Work” (SOW), which include a description of the tasks to be performed, term of assignment, and not-to exceed (NTE) price. We have successfully placed consultants on short term basis that are well received by various departments in the agency.</p>	

**IT Consultants Placed in following Labor Categories:**

- System Analyst
- Software Developer
- Software Architect
- Sr. Software Developer
- Sr. Microsoft Software Developer
- Software Engineer
- Documentum Developer
- J2EE Software Developer
- SharePoint Architect
- Senior .NET Architect
- Scrum Master
- Web Designer
- Web Developer
- Helpdesk Technician
- Help Desk Administrator

**IT Consultants provided to USAC in following service categories:**

**Software Development Services:**

At *USAC*, Mindlance has provided software developers/programmers for following projects:

Project # 1: Software Development to implement FCC mandated changes to 499A, 499Q and 498:

Project # 2: Software Development to implement FCC mandated changes

Project # 3: E-File redesign project.

Project # 4: Professional services to build OAM servers, roles, workflows to *USAC*.

Project # 5: Java Web Software Development for *USAC*'s High Cost business application systems:

Project # 6: Java Development for RHC.

Project # 7: Java EE Software Development

Project # 8: Documentum® Software Development

Project # 9: Software Development for High Cost and Low Income (HCLI) disbursement systems

**Microsoft SharePoint Solutions Architecture services to *Universal Service Administrative Company***

**(*USAC*):** *USAC* has developed two very robust business applications using Microsoft SharePoint 2010 as the technology platform. These two applications make use of various development tools such as Microsoft InfoPath, SharePoint Designer, PowerPivot and Performance Point. Our Microsoft SharePoint Solutions Architect has supported *USAC* to review its current configuration management practices and tools used to deploy changes to these two applications to its production environment, and to make recommendations for improving and streamlining the process. Our SharePoint Solutions Architect has reviewed *USAC*'s current processes and procedures, recommended changes that provided *USAC* with streamlined, repeatable process for managing changes to its SharePoint applications, and guided *USAC* in the implementation of those changes.

**Systems Analysis for RHC IT:** Mindlance has provided systems analysis support to *USAC* in the process of implementing an information system to support the Rural Health Care (RHC) program of the Universal Service Fund. Our Systems Analyst has assisted in the deriving requirements, testing and documenting the implementation on this project. Our systems analyst has supported during the all phases of the software development life cycle, and work with the agile development team to help elicit and document requirements, create system designs, and perform test and other quality assurance activities.



**Web Application Design/Development Services:** Mindlance has assisted USAC in developing a new application supporting one of the universal support fund programs. Web application graphical user interface design services were required to improve usability of the new application. Our Web Developer has worked with the USAC Rural Health Care Application Delivery (IT) and External Relations (ER) teams to provide graphic design support. The web developer has used CS4 suite, HTML 4, and CSS 2 for the web development.

**Help Desk Administration Services.**

**Relevancy:** We are presently assisting the High Cost program and we are well aware of the USAC needs in term of technical and organizational compatibility of the candidates. We have a database of candidates ready to assist USAC with its needs under this contract.

**Results Achieved:** Our consultants have satisfactorily performed their tasks and are well reviewed by their project managers. We have a very good understanding of USAC and are able to provide resumes on very short notice.

**(b) Unique Characteristics of the Project. Problems encountered and Corrective Actions taken:** We had an unfortunate incident when a candidate did not perform to the caliber that the resume and phone interviews indicated to. We immediately removed the candidate and did not charge USAC for time spent by him. In addition, we found a well-liked replacement within 24 hours and had him start within 3 days. Keeping with our corporate philosophy of complete customer satisfaction, we directed our recruiters to find the best available candidate with the hard to find skill set, Documentum Developer, without regards to bill rate while still keeping our commitment to the agreed upon rate to USAC.

**Reference # 2: Qualcomm – ‘Information Technology and IT Engineering Staffing Services’**

<b>Qualcomm, Inc.</b>	
<b>Name of Agency</b>	<b>Qualcomm, Inc.</b>
<b>Contract Number</b>	<b>Commercial Contract</b>
<b>Prime or Subcontractor</b>	<b>Prime</b>
<b>Address of Agency</b>	<b>500 Somerset Corporate Boulevard, Bridgewater, NJ 08807</b>
<b>Period of Performance</b>	<b>July 2007 – Present</b>
<b>Contract Value</b>	<b>\$17M+ (Annual)</b>
<b>Contract Type:</b>	<b>Time and Material</b>
<b>Type of Award:</b>	<b>Competitive</b>
<b>Point of Contacts</b>	
<b>Name:</b> Kristy Mertz <b>Title:</b> Manager Staffing at Qualcomm <b>Organization:</b> Qualcomm, Inc. <b>Address:</b> 5880 Oberlin Drive, San Diego, CA 92121 <b>Phone:</b> (858) 651-0302 <b>Email:</b> kmertz@qualcomm.com	<b>Name:</b> Ed Hidalgo <b>Title:</b> Senior Director, Staffing <b>Organization:</b> Qualcomm, Inc. <b>Address:</b> 5775 Morehouse Drive, San Diego, CA 92121 <b>Phone:</b> (858) 651-2084 <b>Email:</b> edwardh@qualcomm.com
<b>Brief summary of services provided:</b>	
<p><b>Qualcomm, Inc.</b> is a world leader in 3G and next-generation mobile technologies. As of now, Mindlance has won several competitively bid task orders and placed 1000+ IT Consultants on this contract with a total annual value of over \$17M+ and staffed these task orders with currently <b>225 FTE's nationwide</b>.</p> <p><b>Overview of the Engagement:</b> Mindlance is providing IT Staffing services to Qualcomm for the last 8 years. Mindlance is supporting Qualcomm with agreed upon rates for duration of the contract with Information Technology and IT Engineering Staffing Services. Mindlance has provided IT Consultants with following skill sets: C/C++, Symbian, Android, WinCE, BREW, Java, J2EE, J2ME, Linux and System Testing.</p> <p><b>Descriptions of scope of work performed:</b> Mindlance responds to individual task orders or “Statements of Work” (SOW) released by Qualcomm, which include a description of the tasks to be performed, term of assignment, and not-to exceed (NTE) price. We have successfully placed consultants on short and long term basis that are well acknowledged by different internal departments of Qualcomm.</p> <p><b>IT Consultants Placed in following Labor Categories:</b></p> <ul style="list-style-type: none"> <li>▪ System Analyst</li> <li>▪ Java Developer</li> <li>▪ Program Analyst</li> <li>▪ Programmer Analyst</li> <li>▪ Senior Programmer Analyst</li> <li>▪ Senior Software Engineer</li> <li>▪ Software Engineer</li> <li>▪ Software Release Engineer</li> </ul>	



- Software Test Engineer
- Sr. Program Manager
- Test Engineer
- Test Technician
- Test Technician Specialist

**Relevancy:** We are presently supporting the Qualcomm on different projects on diverse technological platforms which are similar to the CITY OF GLENDALE requirements and scope of services for this contract. Mindlance is offering Qualcomm with qualified IT consultants on a short notice while keeping the costs down. As of now, we have placed 1000+ IT Consultants and currently serving 225+ IT consultants with duration of the engagement ranging from 6 months to over 1 year.

**Results Achieved:** Our consultants have successfully performed their tasks on time and within budget and are well appraised by Qualcomm project managers.

**(b) Unique Characteristics of the Project. Problems encountered and Corrective Actions taken:** We have not encountered any problems on this contract.



**Reference # 3: APPLE INC. – ‘Contingent IT Staffing Services’**

Apple Inc.	
<b>Name of Agency</b>	Apple Inc.
<b>Contract Number</b>	Commercial
<b>Prime or Subcontractor</b>	Prime
<b>Address of Agency</b>	1 Infinite Loop, Cupertino, CA 95014
<b>Period of Performance</b>	2012 – Present
<b>Contract Value</b>	\$10MN+
<b>Contract Type:</b>	Time and Material/Firm Fixed
<b>Type of Award:</b>	Competitive
Point of Contact	
<b>Name:</b> Chris Humphrey <b>Title:</b> Program Director, GRI MSP at Apple <b>Organization:</b> Apple Inc. <b>Address:</b> 1 Infinite Loop, Cupertino, CA 95014 <b>Phone:</b> (303)-374-4330 <b>Email:</b> chumphrey@geometricresultsinc.com	
Brief summary of services provided:	
<p><b>Overview of the client:</b> Apple Inc. is an American multinational technology company headquartered in Cupertino, California, that designs, develops, and sells consumer electronics, computer software, and online services.</p> <p><b>Overview of the Engagement:</b> Mindlance is providing Contingent IT Staffing Services to Apple with wide variety of IT consultants in different labor categories. Mindlance is supporting the Apple with agreed upon rates for duration of the contract with Contingent IT Staffing Services. <i><b>We are #1 Contingent IT Staffing Vendor to Apple.</b></i> Mindlance is providing IT &amp; Non-IT Staffing services to Apple Inc. for US locations. As of now, Mindlance has won several competitively bid task orders on this contract with a total annual value of over <b>\$10M+</b>. We currently have 150+ contractors as active head count and have placed 400+ contractors over the course of 4 years nationwide.</p> <p>Additionally Mindlance has executed a 175 member SOW project in Cupertino which is specific to digital IT skills category.</p> <p>Mindlance provides contingent staff in IT category support nationally on short and long term basis in following labor categories:</p> <p><b>Consultants Placed in following Labor Categories:</b></p> <ul style="list-style-type: none"> <li>▪ Web Application Developer</li> <li>▪ PMO Analyst</li> </ul>	

- Multimedia Specialist
- QA Automation Engineer
- Program Support Specialist
- Windows Software Engineer
- Image Annotations/ Data Entry
- Media Curator
- Developer Documentation Writer
- WW Demand Forecaster
- People Management
- iTunes Moderator
- Test Lap Equipment Operator
- SW QA & Ground Truth- Junior
- Maps QA- Automation Engineer, Python
- Maps POI Analyst - Junior
- Maps Data Test Engineer
- Maps Test Engineer
- Media Data Curator
- IAD Account Coordinator
- GIS/CAD Technician
- Maps POI Editor
- 3D Data QA and Touch Up
- Manual and Automation Web Tester
- Automation - UI Testing Engineer

**Relevancy:** Mindlance has supported various APPLE projects on projects similar to City of Glendale requirements. We have provided highly qualified consultants to APPLE on a very short notice at a competitive cost. We place 150+ consultants annually with duration of the engagement ranging from 6 months to above 1 year.

**Results Achieved:** We have consistently met contract schedules and budgetary limitations. Our IT consultants have received well recognition for their excellent performance from their respective managers.

**(b) Unique Characteristics of the Project. Problems encountered and Corrective Actions taken:**

Mindlance has successfully completed all projects and has not encountered any problems on this contract.

*2.4.3.2 Offeror shall describe their knowledge of the Phoenix market;*

**Mindlance Knowledge and Experience of the Phoenix, Arizona Market:**

Mindlance has local Phoenix office in the State of Arizona. Mindlance does not anticipate any challenges filling roles in this location; we have 10+ years' experience and candidate network supporting clients like Pima County, AMEX, Intel, Freescale, Express Script, Cigna, Humana, etc. Currently, we have over 250 temporary IT consultants supporting over 30 clients in State of AZ.

*2.4.3.3 Offeror shall describe their turnover rate of temporary assignment employees and retention rate for recruitments;*

Mindlance has less than 5% turnover rate of temporary assignment employees and 95% retention rate for recruitments.



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## 2.4.4 PLACEMENT GUARANTEE

### *2.4.4.1 Offeror shall describe their placement guarantee;*

#### **Mindlance Placement Guarantee for Temporary Employees:**

1. Mindlance will remove any Contractor immediately, if CITY or its customer location is not satisfied with the performance of such Mindlance Contractor.
2. If CITY terminates the services of any Mindlance Contractor within the first ten (10) days of their assignment, CITY shall not be obligated to pay Mindlance for the Services of such dismissed Mindlance Contractor and Mindlance shall refund to CITY all amounts paid for such Mindlance Contractor's Services.
3. If CITY is not satisfied with the performance of any Mindlance Contractor and requests replacement after such ten (10) day period, CITY shall be required to pay for the services performed till the date of request, but shall be entitled to a refund of any sums paid to Mindlance for such Contractor's Services after the date of the replacement request.
4. Mindlance will replace any Contractor that CITY deems not qualified or otherwise not suitable to provide the Services and such replacement shall occur within five (5) business days after the request has been made. Mindlance will provide the resume(s) of replacement candidate(s) within 24 to 48 hours of notification from CITY with resource installation time within five (5) business days (in some instances it would even happen sooner).
5. Should a Mindlance Contractor become unavailable due to illness, termination or such other occurrence, Mindlance shall immediately replace such Contractor with another Contractor deemed qualified by CITY to complete the Scope of Work.

#### **Mindlance Placement Guarantee for Direct Hire Employees:**

Our 30-day direct hire placement guarantee reinforces our commitment to providing quality service to our clients. If a candidate leaves (without cause) or is discharged (with cause) during the guaranteed period, Mindlance will make every reasonable effort to refill the position at no charge to the CITY.

We will replace the employee or refund the service fees which have been paid to us by CITY, at the CITY's option, in the event that the employee hired through us terminates or is terminated from his or her position of employment, for any reason whatsoever, within thirty (30) days from the date the employee commenced said employment, provided that the employer notifies us, in writing, of all of the facts relating to the termination. This guarantee is not applicable in the event that the employment is terminated because the CITY has insufficient work for the employee.

### *2.4.4.2 Offeror shall describe their process to address a situation where the City is not satisfied with the temporary staff placed;*

Mindlance has built long-term relationships with its clients by being sensitive to their needs and by acting promptly to resolve any issues. Mindlance's issue escalation and problem resolution process empowers its clients to freely discuss its concerns and issues not just with the predefined escalation contacts within Mindlance but also with Mindlance's Senior Management. Mindlance guarantees response to its client within one (1) business day of escalation with firm corrective actions.

Mindlance's practice is to identify "issues" before they become "disputes." The company maintains constant contact with its clients as well as contractors to ensure full and complete communication. This

system also functions as an “Early Warning System” to identify problems before they become disputes. As soon as a potential issue is identified Mindlance’s team is empowered to resolve it immediately and as smoothly as possible.

The designated account Management team is fully empowered to take decisions and corrective action with respect to all contractor performance as well as account administration issues. These include but are not limited to:

- Mindlance Contractor’s performance issues
- Mindlance Contractor’s work conduct related issues
- Billing issues
- Relationship Management issues

These corrective actions may include one or more of the following depending on the particular circumstance:

- Contractor Counseling: Mindlance’s experience is that this step often achieves the desired result.
- Communication Management between the Contractor/Client Manager/Mindlance Account Manager/CRM
- Training on soft as well as technical skills
- Training/counseling on team working/team Management skills.
- Escalation to Mindlance Management for other action such as written reprimand up to and including termination.

In the event that an issue does become a dispute, Mindlance believes in resolving all client problems of any nature and type to client’s satisfaction. Mindlance’s priority is to maintain the clients’ business continuity due; hence, Mindlance’s service recovery policy ensures business continuity for its clients by arranging immediate replacement of contractor(s), if Mindlance’s corrective action plan does not satisfy client manager.

Mindlance’s service level agreement with its clients is to provide replacement resumes within 24 hours to 48 hours of such knowledge/ notification with resource installation time within 5 days of selection (in some instances it even happens sooner).

Mindlance always consults with the customer prior to terminating contractors deployed at client sites. This is to ensure that the customer is on board with the contractor termination and to effect a smooth transition. Additionally, Mindlance’s service recovery policy would ensure business continuity to clients by arranging immediate replacement of contractor. In such instances, Mindlance also proposes immediate remediation to avoid disruption to clients work via its bench of contractors in addition to providing replacement resumes.

Mindlance’s best practice is to notify the client well in advance of critical issues, if any with the contractor/s, so that the client is prepared. These issues could include contractor’s performance, attitude, attendance, code of conduct, work ethics, integrity, intellectual proprietary rights, sexual harassment etc.

While Mindlance makes best efforts to resort serious contractor issues via warning, if the contractor does not take acceptable corrective action, it leads to contractor termination.

Mindlance’s Account Manager is available 24x7 for resolving any issues escalation and resolution support. Any issues that are not resolved to the satisfaction of the client by Mindlance’s Account Manager

may be escalated at any point in time to Mindlance's Vice President and/or Mindlance's Executive Management Team, and response is guaranteed to the full satisfaction of the aggrieved party within 24 hours of being informed. Everyone at Mindlance is available to resolve client problems that may occur including the President of the organization.

*2.4.4.3 Offeror shall describe their process and replacement policy to address a situation where a temporary staff position leaves prior to the end of the assignment;*

**Mindlance Consultant Replacement Program:**

The objective for the Mindlance staffing practice is to deliver the right resources, at the right place, and at the right time - with optimum utilization of the client's budget. Mindlance has the ability to provide multiple alternate resources for a given assignment. In case a replacement is needed, a replacement of demonstrated similar quality, experience and knowledge can be provided with a minimum of delay.

Slightly more challenging is the unanticipated, emergency need for a replacement of an existing resource, or the addition of a new one. As stated earlier, given our proactive partnership with our clients, the requirement for a new resource rarely, if ever, is completely unanticipated. Even in the case of replacement / backfill needs, most of the time there is adequate planning time available. Client initiated requests for the replacement of a supplied resource are rare. And, while we have our share of employees leaving for other opportunities – at an average of 5% annually, a significantly lower rate than the Industry averages – typically they will give us adequate notice before leaving. The mutual respect which forms the touchstone of our culture ensures that they give us at least 2 weeks of notice, and will frequently work with their new employers for additional time to transition their work, if needed.

All of the above notwithstanding, unanticipated, emergency needs for the replacement of an existing resource, or the addition of a new one, do occur. In the odd case, an employee will leave without adequate notice. And, despite all the checks and balances – including final interviews by the client – a new resource is found to be unsuitable in practice, and this becomes clear within the first seven days on the job. At such a time, we immediately tap into all of our bench strength strategies to quickly come up with the required new / replacement resource.

First Mindlance will reach out to at our own available and qualified bench of pre-screened professionals which are available for immediate deployment at client site (subject to client review/approval and completion of client-mandated background and drug testing process.

Next, as mentioned in the section above, we have an established and proven strategy on “Resourcing and Subcontractor Management” which enables us to meet the contingency in an appropriate manner. We classify our resource partners into three tiers:

- **Tier 1** - Contract teaming partners.
- **Tier 2** - Current subcontractors.
- **Tier 3** - Our technology partners.

The partners enable us to provide our customers with access to specialists and a large pool of other resources. In order to effectively manage our subcontractors, Mindlance has instituted a proven subcontract management plan.



We believe in absolute customer responsiveness and long-term relationships, so in situations like these we give quality of resource and time of turnaround a much higher consideration than the profitability / margin on that one resource.

The client's business continuity must be maintained. Given that, we will immediately replace any contractor, if our corrective action plan is deemed unsatisfactory or during extended illness or leave of absence of more than 2 weeks. Mindlance will provide replacement resumes within 24-48 hours of notification with a resource installation time within 5 days of selection. Mindlance can also propose immediate replacements from our bench of contractors in addition to providing replacement resumes.

Mindlance's service level agreement with its clients is to provide replacement resumes within 24 hours to 48 hours of such knowledge/ notification with resource installation time within 5 days of selection (in some instances it even happens sooner).

## 2.4.5 PRICING STRUCTURE

*2.4.5.1 Offeror's shall bid in accordance with the pricing structure as outlined in Section 5. While cost is a significant factor in the determination of award, it is not the only factor. The award will not be based on price alone, nor will it be based solely upon the lowest fees submitted.*

**Please refer our response to 'TAB III: Section 2.3.3 - PRICE SHEET' provided above.**

**EXHIBIT B**  
**TECHNICAL RECRUITING & STAFFING**  
**COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

Temporary Technical Staff Positions: Mindlance Inc. shall charge the City 37% on top of the candidate's hourly rate as reflective on the attached Exhibit B.

Direct Hire: Mindlance Inc. shall charge the City a 18% fee for Direct Hire staff. Exact percentages are reflected on the attached Exhibit B.

**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 \$300,000 for the entire Term of the Contract including extensions.

**DETAILED PROJECT COMPENSATION**

The City may use this Contract to fill certain IT positions across all departments. The attached Exhibit B provides additional information for how the direct hire and temporary technical staffing positions will be calculated.



### 3. TAB III: 2.3.3 PRICE SHEET (SECTION 5.0)

	<b>City of Glendale</b> <b>Materials Management</b> <b>Solicitation Number: RFP 16-42</b> <b>TECHNICAL RECRUITING &amp; STAFFING</b>	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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**5.0 PRICE SHEET – Complete Sections 5.1 through 5.4. If additional lines are needed in sections 5.1 and 5.2, use the exact layout as provided.**

**5.1 DIRECT HIRE:** Contractor shall submit a price sheet that contains the Technical Job Title, the approximate annual salary based on Phoenix market, Percentage Charged to City, and the Current Candidate Pool Available as of the submission date of proposal. **The price sheet may submitted in Excel (.xls or .xlsx) or Word (.doc or .docx) format. IF NOT BIDDING ON ANY ONE OF THE POSITIONS LISTED ENTER “NO BID” IN THE “Current Candidate Pool Available” COLUMN.**


\*This is the percentage charged to the City and is based on the Candidates first year salary.

Technical Job Title	Approximate Phoenix Market Annual Salary	Rate (*Percentage Charged to City)	Current Candidate Pool Available
Systems Analyst – I (1-3 Years' Experience)	\$40,000.00	18%	15
Systems Analyst – II (4-8 Years' Experience)	\$80,000.00	18%	9
Systems Analyst – III (8+ Years' Experience)	\$90,000.00	18%	8
Systems Administrator – I (1-3 Years' Experience)	\$60,000.00	18%	19
Systems Administrator – II (4-8 Years' Experience)	\$85,000.00	18%	24
Systems Administrator – III (8+ Years' Experience)	\$97,000.00	18%	13
Network Engineer – I (1-3 Years' Experience)	\$62,000.00	18%	19
Network Engineer – II (4-8 Years' Experience)	\$85,000.00	18%	21
Network Engineer – III (8+ Years' Experience)	\$100,000.00	18%	10
Database Administrator – I (1-3 Years' Experience)	\$65,000.00	18%	24



Technical Job Title	Approximate Phoenix Market Annual Salary	Rate (*Percentage Charged to City)	Current Candidate Pool Available
Database Administrator – II (4-8 Years' Experience)	\$95,000.00	18%	27
Database Administrator – III (8+ Years' Experience)	\$115,000.00	18%	18
Network Engineer (SCADA Experienced) – I (1-3 Years' Experience)	\$64,000.00	18%	7
Network Engineer (SCADA Experienced) – II (4-8 Years' Experience)	\$90,000.00	18%	5
Network Engineer (SCADA Experienced) – III (8+ Years' Experience)	\$115,000.00	18%	4
Control System Engineer – I (1-3 Years' Experience)	\$70,000.00	18%	6
Control System Engineer – II (4-8 Years' Experience)	\$95,000.00	18%	5
Control System Engineer – III (8+ Years' Experience)	\$120,000.00	18%	3



	<p align="center"><b>City of Glendale</b>  <b>Materials Management</b>  <b>Solicitation Number: RFP 16-42</b>  <b>TECHNICAL RECRUITING &amp; STAFFING</b></p>	<p align="center">CITY OF GLENDALE        Materials Management        5850 West Glendale        Avenue, Suite 317        Glendale, Arizona 85301</p>
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**5.2 TEMPORARY TECHNICAL STAFF:** Contractor shall submit a price sheet that contains the Technical Job Title, Technical Job Description, typical time frame / number of business days when a candidate can be made available, the hourly rate provided to candidate, Contractor mark-up charged to the City per hour, and total hourly rate charged to the City. **The price sheet may submitted in Excel (.xls or .xlsx) or Word (.doc or .docx) format. IF NOT BIDDING ON ANY ONE OF THE POSITIONS LISTED ENTER "NO BID" IN THE "Total Hourly Rate Charged to the City" COLUMN.**

Technical Job Title	Technical Job Description	Able to provide candidate within (x) days of request	Candidate's Hourly Rate (A)	Contractor Mark-up charged to the City (B)	Total Hourly Rate Charged to the City (A x B)
<p align="center"><b>Systems Analyst – I</b> (1-3 Years' Experience)</p>	Ability to multitask and work under pressure. Experience following oral and written directions as they relate to the functions of the job. Strong problem solving and troubleshooting skills. Deep working knowledge of Microsoft Office products, including Word, Excel, and PowerPoint. Must possess excellent communication skills. Experience managing an Active Directory server preferred	<p align="center">15 days</p>	<p align="center">\$25.00</p>	<p align="center">37%</p>	<p align="center">\$34.00</p>
<p align="center"><b>Systems Analyst – II</b> (4-8 Years' Experience)</p>	Analyze user interfaces, maintain hardware and software performance tuning, analyze workload and computer usage, maintain interfaces with outside systems, analyze downtimes, and analyze proposed system modifications, upgrades and new COTS. Analyze the problem and the information to be processed. Define the problem, and develops system requirements and program specifications, from which programmers prepare detailed flow charts, programs, and tests. Coordinate closely with programmers to ensure proper implementation of program and system specifications. Develop, in conjunction with functional users, system alternative solutions.	<p align="center">15 days</p>	<p align="center">\$45.00</p>	<p align="center">37%</p>	<p align="center">\$62.00</p>
<p align="center"><b>Systems Analyst – III</b> (8+ Years' Experience)</p>	Serve as a liaison between business areas and the IT organization and vendors in coordination with project managers to provide technical solutions that address user needs. Develop costs estimates for the planning of new systems/enhancements for assigned systems. Develop, write, and communicate systems design, functional	<p align="center">15 days</p>	<p align="center">\$60.00</p>	<p align="center">37%</p>	<p align="center">\$82.00</p>



Technical Job Title	Technical Job Description	Able to provide candidate within (x) days of request	Candidate's Hourly Rate (A)	Contractor Mark-up charged to the City (B)	Total Hourly Rate Charged to the City (A x B)
	system specifications and functional architecture analysis. Ensure completeness of technical requirements and functional architecture analysis for the design and implementation of system business solutions. Identify gaps or issues. Provide technical guidance on the business impact and opportunities, as needed.				
<b>Systems Administrator – I</b> (1-3 Years' Experience)	Installs new software releases and system upgrades, evaluates and installs patches, and resolves software related problems. Performs system backups and recovery. Maintains data files and monitors system configuration to ensure data integrity. Relies on instructions and pre-established guidelines to perform the functions of the job. Works under immediate supervision.	15 days	\$35.00	37%	\$48.00
<b>Systems Administrator – II</b> (4-8 Years' Experience)	Maintain and improve our fully virtualized production environment. Day-to-day operational support of data center production environment as well as internal company IT offerings, such as remote access, proxies and software hosted by the operations team Participate in projects to design and implement new technology solutions, meet specific business needs, solve problems. Provision and maintain servers, network equipment, storage devices, and other related infrastructure components. Contribute to and maintain documentation for systems, processes, procedures and infrastructure configuration.	15 days	\$50.00	37%	\$69.00
<b>Systems Administrator – III</b> (8+ Years' Experience)	Installs and supports server and desktop technologies for centralized division and/or facility equipment including operating system maintenance, application maintenance, image archive, disaster recovery. Designs, configures and maintains division based VM Ware environment for division and facilities. Design, configure and administer Works with engineering team to ensure proper design, implementation and support. Provides On-call support (24x7) to assist with troubleshooting, escalation, or recovery of failing equipment.	15 days	\$65.00	37%	\$89.00
<b>Network Engineer – I</b> (1-3 Years' Experience)	Network design, system integration and configuration, and installation of various enterprise applications. Provide ongoing network and system support for simulation	15 days	\$35.00	37%	\$48.00



Technical Job Title	Technical Job Description	Able to provide candidate within (x) days of request	Candidate's Hourly Rate (A)	Contractor Mark-up charged to the City (B)	Total Hourly Rate Charged to the City (A x B)
	testing and integration of vendor software and equipment. Duties will include performing network scans to detect security vulnerabilities. Designs and deploys company LANs, WANs, and wireless networks, including Routers, Switches, Firewalls, load balancers, and other hardware.				
<b>Network Engineer – II</b> (4-8 Years' Experience)	Under minimal supervision, performs duties related to the evaluation, selection, installation and support of network communications, including LAN/WAN and security systems. Performs, system backups and recovery and oversees new and existing equipment, hardware, and software upgrades. Monitors network performance and troubleshoots problems. Tracks significant problems, monitors performance and performs upgrades to hardware and software as required.	15 days	\$50.00	37%	\$69.00
<b>Network Engineer – III</b> (8+ Years' Experience)	Provides evaluation, engineering/design and implementation services for new products, technologies and solutions to address corporate business requirements. Provides escalation support to Tier 1 and 2 engineers. Demonstrates creativity and takes initiative in problem solving. Resolves or facilitates resolution of complex problems for assigned program. Has a thorough and comprehensive mastery of supported platforms/products and environments. Focuses the majority of time on complex engineering, architectural and implementation tasks.	15 days	\$70.00	37%	\$96.00
<b>Database Administrator – I</b> (1-3 Years' Experience)	The Database Administrators role is to provide expertise and execution in the creation, management, and quality of SQL Server databases, schemas, and queries. The database administrator must provide specific technical depth of database platform and infrastructure knowledge and skills that cover a broad range of disciplines including systems design, storage design, data modeling, data warehousing design, and other data delivery technologies. The candidate will work closely with the Manager of System Engineering, senior DBAs, Customer Engagement, Architecture and Planning, and Product Development team leaders	15 days	\$45.00	37%	\$62.00
<b>Database Administrator – II</b> (4-8 Years' Experience)	Administer, test, and implement computer databases, applying knowledge of database management systems. Coordinate	15 days	\$65.00	37%	\$89.00



Technical Job Title	Technical Job Description	Able to provide candidate within (x) days of request	Candidate's Hourly Rate (A)	Contractor Mark-up charged to the City (B)	Total Hourly Rate Charged to the City (A x B)
	<p>changes to computer databases. Provide a performing and secure environment to handle the vital data of the company, by installing, administering and creating backup for the databases. Responsible for database (DB) planning, design and implementation. Analyze and initiate configurations and other changes within the system per user business needs. Balance business requirements with technical feasibility and set expectations on new projects. Ensure Database security by maintaining the current environment and keeping it updated. Carry out storage and capacity planning. Provide DB services by responding to incoming issues and requests via tracking systems (Service-Now) and proactively monitoring system for problems. Monitor Performance and Tuning.</p>				
<p><b>Database Administrator – III</b> (8+ Years' Experience)</p>	<p>Monitor and optimize system performance using index tuning, disk optimization, and other methods. Install, configure, troubleshoot, and maintain a database system. Implement, configure, and troubleshoot database instances, replication, backup, partitions, storage, and access. Set user privileges within the database environment. Administer DB installation, configuration, upgrade, and migration. Ensure Backup and recovery. Ensure Database security by maintaining the current environment and keeping it updated. Carry out storage and capacity planning. Provide DB services by responding to incoming issues and requests via tracking systems (Service-Now) and proactively monitoring system for problems. Monitor Performance and Tuning.</p>	<p><b>15 days</b></p>	<p><b>\$78.00</b></p>	<p><b>37%</b></p>	<p><b>\$107.00</b></p>
<p><b>Network Engineer</b> <b>(SCADA Experienced) – I</b> (1-3 Years' Experience)</p>	<p>Network design, system integration and configuration, and installation of various enterprise applications. Provide ongoing network and system support for simulation testing and integration of vendor software and equipment. Duties will include performing network scans to detect security vulnerabilities. Designs and deploys company LANs, WANs, and wireless networks, including Routers, Switches, Firewalls, load balancers, and other hardware.</p>	<p><b>15 days</b></p>	<p><b>\$40.00</b></p>	<p><b>37%</b></p>	<p><b>\$55.00</b></p>



Technical Job Title	Technical Job Description	Able to provide candidate within (x) days of request	Candidate's Hourly Rate (A)	Contractor Mark-up charged to the City (B)	Total Hourly Rate Charged to the City (A x B)
<b>Network Engineer (SCADA Experienced) – II</b> (4-8 Years' Experience)	Under minimal supervision, performs duties related to the evaluation, selection, installation and support of network communications, including LAN/WAN and security systems. Performs, system backups and recovery and oversees new and existing equipment, hardware, and software upgrades. Monitors network performance and troubleshoots problems. Tracks significant problems, monitors performance and performs upgrades to hardware and software as required.	15 days	\$65.00	37%	\$89.00
<b>Network Engineer (SCADA Experienced) – III</b> (8+ Years' Experience)	Provides evaluation, engineering/design and implementation services for new products, technologies and solutions to address corporate business requirements. Provides escalation support to Tier 1 and 2 engineers. Demonstrates creativity and takes initiative in problem solving. Resolves or facilitates resolution of complex problems for assigned program. Has a thorough and comprehensive mastery of supported platforms/products and environments. Focuses the majority of time on complex engineering, architectural and implementation tasks.	15 days	\$75.00	37%	\$103.00
<b>Control System Engineer – I</b> (1-3 Years' Experience)	Participate in the development and implementation of control systems for a broad range of experimental equipment. Standard hardware platforms and protocols include VME, Allen Bradley PLC, ModBus, Serial, and Ethernet. Develop and deploy EPICS (Experimental Physics and Industrial Control System) software in support of user operations at DCS. Conduct maintenance and upgrades for: beamline and equipment controls, custom instrumentation, data acquisition hardware and software, data storage and back-ups, and network hardware and software. Manage maintenance of Windows servers and Linux workstations, deployment of computers for laboratory usage, and data backup procedures and systems.	15 days	\$50.00	37%	\$69.00
<b>Control System Engineer – II</b> (4-8 Years' Experience)	The Control Systems Engineer will perform hands-on integration and test of control systems hardware and software. This position requires experience with Servo Control design, Matlab Simulink and State flow development tools. Creates, plans, and performs engineering design, development, analysis, experimentation,	15 days	\$65.00	37%	\$89.00



Technical Job Title	Technical Job Description	Able to provide candidate within (x) days of request	Candidate's Hourly Rate (A)	Contractor Mark-up charged to the City (B)	Total Hourly Rate Charged to the City (A x B)
	test, and/or product assurance tasks of moderate complexity for assigned portions of a project. Ensures tasks meet cost, quality, schedule, and performance requirements. Applies engineering design and/or analytical theory, principles, techniques and practices to a portion of a technical project.				
Control System Engineer – III (8+ Years' Experience)	The Control Systems Engineer will be part of a team of top software developers/engineers to create a smart ecosystem of integrated research equipment that accelerates product development & creates new business opportunities. Responsibilities include code development, testing specific functionality of the product, analyzing test results, verifying fixes, providing feedback in the product design and specification process, implementation, support, and enhancement of automated system software programs used in agricultural research. This position will participate in generating engineering requirements and design reviews. This is a unique and exciting opportunity for a dynamic individual who loves to work in a creative, ground-breaking engineering-minded environment.	15 days	\$80.00	37%	\$110.00

5.3 **PAYMENT** The Contractor shall provide monthly statements of itemized services. Payment will be reviewed and approved by the Contract Administrator or designee.

5.4 **TAX AMOUNT** Do not include any use tax or federal tax in your proposal. The City is exempt from the payment of federal excise tax and will add use tax as applicable.

**OFFEROR NAME: Mindlance Inc.**

**EXHIBIT C**  
**TECHNICAL RECRUITING & STAFFING**  
**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.





## Legislation Description

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**File #: 16-505, Version: 1**

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**AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH CYNET SYSTEMS, INC., FOR TECHNICAL RECRUITING AND STAFFING SERVICES**

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

**Purpose and Recommended Action**

This is a request for City Council to approve and direct the City Manager to enter into an agreement with Cynet Systems, Inc., for Technical Recruiting and Staffing Services for one (1) year and authorizing the City Manager the option to extend the term of this agreement four (4) additional years in one (1) year increments.

**Background**

Over the past several years the city has successfully utilized a technical recruiting and staffing firm to assist us in recruiting for highly technical and specialized positions. As our technology needs grow and change, it is in the best interest of the City to have several firms on contract that can compete for the City's business on an as needed basis. Therefore, the Human Resources & Risk Management Department in conjunction with the Innovation & Technology Department has solicited proposals from staffing firms to provide technical recruiting and staffing services. The goal is to have a group of qualified firms that specialize in technical recruiting and staffing that are capable of providing a selection of candidates who are qualified in a variety of information technology positions and also have the ability to provide temporary technology staff on an as-needed basis. In May 2016, we began the RFP process. An evaluation committee comprised of employees from Human Resources & Risk Management and Innovation & Technology reviewed the proposals for technical recruiting and staffing services. Cynet Systems, Inc., was ultimately selected as one of six vendors that best matched the needs of the city.

**Analysis**

Information Technology positions can be very difficult to fill due to a shortage of qualified individuals in the market and the technical skills and certifications required. Many times the positions remain vacant for month's which makes it difficult for the Innovation & Technology department to provide services to the organization. Over the past few years, the city has utilized the services of a technical recruiting and staffing firm to fill a variety of difficult regular status technology positions such as Systems Analyst, Systems Administrator, Database Administrator and Network Engineer.

We utilize these recruiting and staffing firms to assist us in the recruiting process by helping to source viable candidates when we are having difficulty sourcing qualified candidates through our normal recruitment process.

The Innovation & Technology department also occasionally needs to source highly qualified temporary

technical assistance in the areas of PeopleSoft, Police Department systems, sales tax and Water Services systems. These firms are invaluable in providing qualified technical temporary assistance and they have the ability to test and confirm these skills as well.

**Community Benefit/Public Involvement**

The ability to recruit a highly skilled and qualified workforce insures quality services for the betterment of our community.

**Budget and Financial Impacts**

The fee for utilizing a recruiting firm is only paid if we select a candidate that was provided through the recruiting firm and will be 20% of the candidate's annual salary upon hire with the city. The hourly rate the city pays for technical temporary staffing is outlined in Exhibit B of this agreement. The hourly rate varies by job function and skill level. Due to these services only being required on an as-needed basis, we have estimated the annual cost of these services to be \$60,000 per year but will not exceed \$300,000 for the entire term of this agreement.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$60,000</b>	<b>2591-18402-518200, Professional &amp; Contractual</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**AGREEMENT FOR  
TECHNICAL RECRUITING & STAFFING  
City of Glendale Solicitation No. RFP 16-42**

This Agreement for Technical Recruiting & Staffing Services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and CYNET Systems, Inc., a Virginia corporation, authorized to do business in Arizona, (the "Contractor"), as of the \_\_\_\_ day of \_\_\_\_\_, 2016.

**RECITALS**

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. RFP 16-42 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

**AGREEMENT**

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

**1. Key Personnel; Sub-contractors.**

- 1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.
- 1.2 Project Team.
  - a. Project Manager.
    - (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
    - (2) The City must approve the designated Project Manager; and
    - (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.
  - b. Project Team.
    - (1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
    - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.
  - c. Discharge, Reassign, Replacement.
    - (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

- (2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.
- (3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

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

2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

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

3.2 Licensing. Contractor warrants that:

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

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

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

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
  - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
  - (2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
  - (1) City may reuse the Work Product at its sole discretion.
  - (2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
  - (3) In such case, City shall also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$300,000 for the entire contract Term, as specifically detailed in **Exhibit B** (the "Compensation").

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

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

the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

**5. Billings and Payment.**

**5.1 Applications.**

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

**5.2 Payment.**

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

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

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

**6. Termination.**

**6.1 For Convenience.** City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 30 days following the date of delivery.

- a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

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

- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$1,000,000 or the amount of this Agreement, whichever is greater.

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

8. **Insurance.**

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

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

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

## 8.2 Sub-contractors.

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

## 8.3 Indemnification.

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



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

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

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

11. **Notices.**

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

- a. The Notice is in writing; and
- b. Delivered in person or by 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.

11.2 **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:

Cynet Systems, Inc.  
c/o Ashwani Mayur  
43480 Yukon Dr., Suite 202  
Ashburn, VA 20147  
703-349-5930  
ash@cynetsystems.com

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

City of Glendale  
c/o Connie Schneider  
5850 W Glendale Avenue, Suite 317  
Glendale, Arizona 85301  
623-930-2868

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.

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

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

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

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. 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.

13.2 **Interpretation.**

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

- 13.3 **Survival.** Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.
- 13.4 **Amendment.** No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.
- 13.5 **Remedies.** All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 13.6 **Severability.** If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.
- 13.7 **Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.
14. **Term.** The term of this Agreement commences upon the effective date and continues for a one (1)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four (4) years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and any such price adjustment will be a determining factor for any renewal. There are no automatic renewals of this Agreement.
15. **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.
16. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.
- |           |                    |
|-----------|--------------------|
| Exhibit A | Project            |
| Exhibit B | Compensation       |
| 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: Kevin R. Phelps  
Its: City Manager

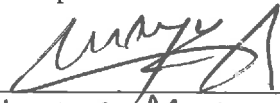
ATTEST:

\_\_\_\_\_  
Julie K. Bower  
City Clerk (SEAL)

APPROVED AS TO FORM:

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

Cynet Systems, Inc.,  
a Virginia corporation

  
\_\_\_\_\_  
By: Ashwani Mayur  
Its: CO-CEO

**EXHIBIT A**  
**TECHNICAL RECRUITING & STAFFING**  
**PROJECT**

Cynet Systems Inc. shall provide technical recruiting and staffing services as described on the attached Exhibit A.



# CITY OF GLENDALE MATERIALS MANAGEMENT REQUEST FOR PROPOSAL

**SOLICITATION NUMBER:** RFP 16-42

**DESCRIPTION:** TECHNICAL RECRUITING & STAFFING

**PUBLISHED DATE:** APRIL 14, 2016

**OFFER DUE DATE AND TIME:** MAY 3, 2016, 2:00pm local time

**PRE-OFFER CONFERENCE:** APRIL 21, 2016 AT 2:00 PM  
The pre-offer conference will be held at City of Glendale, 5850 W. Glendale Avenue – Municipal Building, Third Floor, Conference Room 3A, Glendale, AZ 85301  
Attendance is not required.

**SUBMITTAL LOCATION:** City of Glendale  
Materials Management  
5850 West Glendale Avenue, Suite 317  
Glendale, Arizona 85301

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

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

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

**OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.**


For questions regarding this solicitation contact:  
**Connie Schneider, C.P.M.**  
**Purchasing - Materials Management Division**  
**5850 W Glendale Av., Suite 317**  
**Glendale, AZ 85301**  
**623-930-2868**  
[CSchneider@glendaleaz.com](mailto:CSchneider@glendaleaz.com)



**City of Glendale  
Materials Management  
Solicitation Number: RFP 16-42  
TECHNICAL RECRUITING & STAFFING**

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

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	<b>City of Glendale Materials Management Solicitation Number: RFP 16-42 TECHNICAL RECRUITING &amp; STAFFING</b>	<b>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</b>
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## 1.0 SPECIFICATIONS

### 1.1 INTRODUCTION

The City of Glendale (City) is soliciting Requests for Proposals from qualified firms or individuals (Recruiter/Contractor) to provide technical recruiting and staffing services as described within this solicitation. The goal of the City is to have a group of qualified firms that specialize in technical recruiting and staffing. All shall be capable of providing a selection of candidates who are qualified in a variety of information technology positions on an as-needed basis.

The Information Technology (IT) group supports over 1900 users and 29 locations across the City. IT is responsible for providing Service Desk, telecommunications, application, server, and network support.

### 1.2 SCOPE OF SERVICES

#### 1.2.1 MINIMUM QUALIFICATIONS/REQUIREMENTS: Recruiter shall:


- 1.2.1.1 Specialize in information technology staffing services including temporary placements;
- 1.2.1.2 Use proven testing and screening procedures to validate candidates' technical competency;
- 1.2.1.3 Conduct criminal background checks and conduct behavioral screening to validate candidates' suitability for employment;
- 1.2.1.4 Perform reference checks in advance;
- 1.2.1.5 Be able to obtain and/or retain a sufficient pool of qualified IT candidates to meet the City's needs;
- 1.2.1.6 Provide the City with a single point of contact for the management of services stated herein;
- 1.2.1.7 Ensure qualified candidates will follow the City's technical policies and procedures including change control and system documentation requirements; and,
- 1.2.1.8 Provide a placement guarantee for all candidates recruited.

#### 1.2.2 RECRUITMENT REQUIREMENTS:

Occasionally, the City may need assistance in the recruitment for technical positions. The City may request recruitment services from multiple recruiters for the same position. A sampling of the highly sought after positions that may be required by the City include but are not limited to the following:

- Systems Analyst
- Systems Administrator
- Network Engineer



	<b>City of Glendale</b> <b>Materials Management</b> <b>Solicitation Number: RFP 16-42</b> <b>TECHNICAL RECRUITING &amp; STAFFING</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>
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- Database Administrator
- Network Engineer (SCADA experienced)
- Control System Engineer


**1.2.2.1 Hiring Process** - While the City may make changes to this process, the typical hiring process is as follows:

**1.2.2.1.1 Identifying Candidates**

- a) City will provide the recruiters with the job description of the position being recruited for which includes minimum qualifications, special requirements, and certifications required;
- b) Candidates must meet the minimum qualifications of the position in order to be considered;
- c) Recruiter shall provide the City with list of qualified candidates;
- d) Recruiter shall conduct recruitment;
- e) City will review resumes from recruiters;
- f) City will identify candidate(s) from Recruiter's list of qualified candidates to interview;
- g) City will conduct phone interview with identified candidates
- h) City will conduct in-person/Skype interviews with candidate(s) from phone interview(s) that the city determines are most qualified;
- i) At times, multiple interviews may be requested;

**1.2.2.1.2 Upon Identification of Top Candidate:**

- a) Recruiter shall conduct reference checks using the city's required Reference Check form, which is currently in paper format;
- b) Recruiter shall ensure the candidate completes the City's job application;
- c) Recruiter shall submit completed reference checks and completed application and resume to the Human Resource contact;
- d) The City's Human Resources Department will review the information and will contact the recruiter with a salary offer;
- e) If the candidate accepts position, a conditional offer letter will be prepared by Human Resources and a start date identified;
- f) All job offers are contingent upon successful completion of the City's own background check.

 <p>GLENDALÉ</p>	<p style="text-align: center;"><b>City of Glendale Materials Management Solicitation Number: RFP 16-42 TECHNICAL RECRUITING &amp; STAFFING</b></p>	<p style="text-align: center;">CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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### 1.2.3 SELECTED CANDIDATE:

#### 1.2.3.1 Recruitment Fees:


- a) The City shall not pay the direct hire recruitment fee until 30 days after the candidate's first day of work.
- b) City requires that the recruiters assist the City in identifying a new candidate at no cost if the original candidate is released from the City within 60 days of the first day of work.

#### 1.2.3.2 Temp-to-Hire:

- a) The City may at its option, hire temporary or temp-to-hire technical staff in the event of there being an immediate need to fill a position.
- b) Should the City convert a temp-to-hire candidate to a full time City employee, notice shall be provided to the Contractor 30 days prior to the conversion.

#### 1.2.3.3 Background Checks:

- a) Direct hire technical positions funded by the City's Police Department must complete an in depth background check.
- b) Once a direct hire candidate has been identified, he/she will be given a conditional job offer that is contingent upon the successful completion of the background check performed by the City;
- c) The direct hire candidate will complete a background packet, which will be submitted to the Police Department so the background check can be conducted.
- d) A polygraph test may or may not be required and the determination will be made by the Glendale Police Department.
- e) Upon successful completion of the background check, a start date for the candidate will be identified.
- f) Temporary staff shall have undergone a background check conducted by the Recruiter including E-Verify.
- g) The City reserves the right to conduct a fingerprint background check for all new direct hires and for temporary placements if deemed necessary.

	<b>City of Glendale Materials Management Solicitation Number: RFP 16-42 TECHNICAL RECRUITING &amp; STAFFING</b>	<b>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</b>
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## 2. SPECIAL INSTRUCTIONS

### 2.1 PRE-OFFER CONFERENCE

2.1.1 A Pre-Offer Conference will be held on **April 21, 2016 2:00 P.M, Arizona Time, located at 5850 W. Glendale Avenue, Room 3A.** Attendance is not required. Copies of the Request for Proposal (RFP) will NOT be available.

2.1.2 The purpose of the conference will be to clarify the contents of the solicitation in order to prevent any misunderstanding of the City of Glendale's position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to the City at the conference. The City will determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation.

2.2 **RETURN OF OFFER** The Offeror shall submit three (3) hardcopies marked as "Copies". The offeror shall submit a complete proposal on a CD or flash drive as one file folder. The folder shall be identified as "RFP 16-xx – *Original - Name of Offeror.*" (For example: RFP 16-xx – Original - ABC Company.)


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

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

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

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

- 2.3.1 **COVER SHEET**
- 2.3.2 **OFFER SHEET, Section 5.0**
- 2.3.3 **PRICE SHEET, Section 6**

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**2.3.4 ADDENDUM, Return all addenda (if applicable).**

**2.3.5 SUBMISSION REQUIREMENTS, Section 2.4 (written narrative)**

## **2.4 SUBMISSION REQUIREMENTS**

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

### **2.4.1 EXPERIENCE AND QUALIFICATIONS**

**2.4.1.1** Offeror's proposal should include:

- Company profile that details company history;
- Organization chart;
- Business locations; and
- Number of years in business.

**2.4.1.2** Offeror shall provide names and years' of experience of key personnel;


**2.4.1.3** Offeror shall provide a description of the firms size and organizational structure that includes number of years' experience in the IT Staffing and Recruiting business, areas of expertise, and special achievements;

**2.4.1.4** Offeror shall provide details of recruitments undertaken that are of similar nature based on the City's Specifications;

**2.4.1.5** Offeror shall describe training in technology provided to their temporary candidate pool;

### **2.4.2 METHOD OF APPROACH**

**2.4.2.1** Offeror shall clearly provide their written understanding of the City's requirements, specifications, meeting the terms and conditions of the RFP and matching the proposed methods to accomplish the needs of the City;

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- 2.4.2.2 Offeror shall provide a communication plan between key personnel and the City of Glendale;
- 2.4.2.3 Offeror shall describe method and approach for recruiting technical talent;
- 2.4.2.4 Offeror shall describe how a candidate's technical skills are identified, assessed, and validated;
- 2.4.2.5 Offeror shall describe types of testing conducted and screening processes used, prior to selecting a candidate in their temporary staff pool;
- 2.4.2.6 Offeror shall describe their method of approach to tracking temporary staff attendance;
- 2.4.2.7 Offeror shall describe the communication process used to notify the City of an assigned temporary staff's absence;

#### **2.4.3 CAPACITY OF OFFEROR - KNOWLEDGE OF PHOENIX MARKET**


- 2.4.3.1 Offeror shall provide three (3) recent (within the last 3 years) client/customer references from organizations of similar size and scope to the City for the services described herein. Include:
  - 2.4.3.1.1 Name of Organization;
  - 2.4.3.1.2 Contact Name and Title
  - 2.4.3.1.3 Service dates;
  - 2.4.3.1.4 Number of temporary positions filled;
  - 2.4.3.1.5 Number of recruitments conducted and positions filled;
- 2.4.3.2 Offeror shall describe their knowledge of the Phoenix market;
- 2.4.3.3 Offeror shall describe their turnover rate of temporary assignment employees and retention rate for recruitments;

#### **2.4.4 PLACEMENT GUARANTEE**

- 2.4.4.1 Offeror shall describe their placement guarantee;
- 2.4.4.2 Offeror shall describe their process to address a situation where the City is not satisfied with the temporary staff placed;
- 2.4.4.3 Offeror shall describe their process and replacement policy to address a situation where a temporary staff position leaves prior to the end of the assignment;

#### **2.4.5 PRICING STRUCTURE**


- 2.4.5.1 Offeror's shall bid in accordance with the pricing structure as outlined in Section 5. While cost is a significant factor in the determination of award, it is not the only factor. The award will not be based on price alone, nor will it be based solely upon the lowest fees submitted.

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

Experience and Qualifications – 20%  
Method of Approach – 20%  
Capacity of Offeror - Knowledge of Phoenix market – 20%  
Placement guarantee – 15%  
Costs – 25%

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

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- 2.11 PANEL CONTACT** Offerors shall have no exclusive meetings, conversations or communications with an individual evaluation panel member on any aspect of the RFP, after submittal.
- 2.12 INTERVIEWS** The City reserves the right to conduct interviews with some or all of the Offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the Offeror for the costs associated with the interview process.
- 2.13 ADDITIONAL INVESTIGATIONS** The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Offeror submitting a proposal.
- 2.14 DISCUSSIONS AND REVISIONS TO PROPOSAL** Discussions may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award; and may obtain pertinent information for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Should the City elect to call for 'best and final' offers, Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such discussions shall be to:
- 2.14.1** Determine in greater detail such Offeror's qualifications, and
  - 2.14.2** Explore with the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;
  - 2.14.3** Determining that the Offeror will make available the necessary personnel and facilities to perform within the required time;
  - 2.14.4** Agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.
- 2.15 BEST AND FINAL OFFERS** The City may request best and final offers if deemed necessary, and will determine the scope and subject of any best and final request.
- 2.16 PROPOSAL EVALUATION** The City reserves the right to secure additional information from the Offeror in various forms and or to award based on submitted information.

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

From the time the RFP is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Black-Out Period"), Offerors, directly




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

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


- 2.22 PROPRIETARY INFORMATION** An Offeror shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Offeror shall not mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.

Offeror's acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority, the City will provide Offeror with prompt written notice so that Offeror may seek a protective order or other appropriate remedy. The Offeror, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror in the event that the City must legally disclose the Proprietary Information.

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### 3.0 SPECIAL TERMS AND CONDITIONS

- 3.1 TERM OF AGREEMENT** The initial term of the contract shall be one (1) year upon approval by the City Council.
- 3.2 OPTION TO EXTEND** The City may, at its option and with the approval of the Contractor, extend the term of this agreement four (4) additional years in one (1) year increments based on satisfactory Contractor performance. Contractor shall be notified in writing by the City 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.
- 3.3 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.
- 3.4 INCORPORATION BY REFERENCE** All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments or exhibits. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City's 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.
- 3.5 INSURANCE** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.
- 3.5.1 MINIMUM SCOPE AND LIMIT OF INSURANCE**  
Coverage shall be at least as broad as:
- 3.5.1.1 Commercial General Liability (CGL):** Insurance covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 3.5.1.2 Automobile Liability:** Insurance covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code

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9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

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

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

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

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


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

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

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

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

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

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**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.

**3.6 INDEMNIFICATION CLAUSE:**


To the extent allowed by law, Contractor shall defend, indemnify, and hold harmless the City of Glendale, and its departments, boards, commissions, officers, officials, agents, employees and volunteers (hereinafter referred to as "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.

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

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


For purposes of this provision, the following definitions apply:

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

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

- 3.8 ESTIMATED QUANTITIES** The Quantities listed are the City’s best estimate and do not obligate the City to order or accept more than City’s actual requirements during the period of this agreement as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirements for the contract period, except that the estimated quantity shown for each proposal item shall not be exceeded by 100% without the express written approval of the Materials Manager. Any demand or order made by any employee or officer of the City, other than the Materials Manager, for quantities in the excess of the estimated quantities shall be void if the written approval of the Materials Manager was not received prior to the Contractor's performance.
- 3.9 COOPERATIVE USE OF CONTRACT** This agreement may be extended for use by other governmental agencies and political subdivisions of the State, including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link: <http://www.maricopa.gov/Materials/save.aspx>.
- 3.10 PUBLIC RECORD** Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All proposals submitted in response to the Solicitation shall become the property of the City and, subsequent to award recommendation, become a matter of public record available for review pursuant to Arizona Public Records Law.
- If a Contractor believes that a specific section of its Proposal response is confidential, that should be withheld from the public record, Contractor shall isolate the pages and mark each page confidential in a specific and clearly labeled section of its Proposal response. The Contractor shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed. The City 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. Price is not confidential and will not be withheld.
- 3.11 PERMITS AND LICENSES** The Contractor and Subcontractors shall be responsible for determining and securing, at his/her expense, any and all licenses and

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permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing operations and maintenance of the facility. Such fees shall be included in and are part of the total proposal cost. During the term of the contract, the Contractor shall notify the City in writing, within two (2) working days, of any suspension, revocation or renewal.


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

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

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

For this purpose, a primary and secondary emergency contact name and phone number are required from the Contractor. It is critical to the City that the contractor's emergency contact information remains current. The 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. In general, the order will be placed using a City Procurement Card. The billing is to include the emergency opening fee, if applicable.

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- 3.14 ADDITIONS OF PRODUCTS OR SERVICES** The City reserves the right to add additional products or services to this contract when deemed necessary by the City. If this occurs, the Contractor will be requested to submit a negotiable quotation for the additions. Upon approval and authorization by the Materials Manager such additions will be added to and become a part of the contract through properly executed forms.
- 3.15 NON-DISCRIMINATION** By submitting this Offer, Contractor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.



## 2.3.2 OFFER SHEET, Section 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.

<u></u> Authorized Signature	<u>Cynet Systems Inc.</u> Company's Legal Name
<u>Ashwani Mayur</u> Printed Name Address	<u>43480 Yukon Dr #202</u>
<u>Vice President</u> Title	<u>Ashburn, VA, 20147</u> City, State & Zip Code
<u>703-349-5930</u> Telephone Number	<u>866-838-0907</u> FAX Number
<u>Ash@cynetsystems.com</u> Authorized Signature Email Address	<u>4/28/2016</u> Date

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

<u>Arpit Paul</u> Contact Name	<u>571-645-5910</u> Phone Number	<u>866-838-0907</u> Fax Number
<u>Arpit@cynetsystems.com</u> Email Address		

FEDERAL TAXPAYER ID NUMBER: 27-3776771

Arizona Sales Tax No. \_\_\_\_\_ Tax Rate \_\_\_\_\_

Offeror certifies it is a: Proprietorship \_\_\_ Partnership \_\_\_ Corporation

Minority or woman owned business: Yes  No \_\_\_





2.3.3 PRICE SHEET, Section 5

DIRECT HIRE:

Technical Job Title	Approximate Phoenix Market Annual Salary	Rate (*Percentage Charged to City)	Current Candidate Pool Available
Systems Analyst	40k	20%	15
Systems Administrator	55k	20%	20
Network Engineer	75k	20%	35
Database Administrator	60k	20%	
Network Engineer (SCADA Experienced)	85k	20%	8
Control System Engineer	50k	20%	10
<b>Add additional positions (add new sheet if needed):</b>			
Java Developer	90k	20%	31
Programmer Analyst	60k	20%	22
SAP Consultant	100k	20%	28
Oracle DBA	75k	20%	24
VMWare Admin	80k	20%	20
Application Support- Help Desk Engineer	40k	20%	50
C++ Developer	95k	20%	15
Data Architect	120k	20%	10
IT Consultant	95k	20%	12
Network Architect	120k	20%	15

TEMPORARY TECHNICAL STAFF

Technical Job Title	Technical Job Description	Able to provide candidate within (x) days of request	Candidate's Hourly Rate (A)	Contractor Mark-up charged to the City (B)	Total Hourly Rate Charged to the City (A x B)
<b>Systems Analyst 1-3 Years</b>	Defines application problem by conferring with clients; evaluating procedures and processes, Validates results by testing programs & Provides reference by writing documentation	1 Day	\$35.00	25%	\$43.75
<b>Systems Analyst 3-6 Years</b>	Analysis, design, configuration, development, maintenance, on-going support of the Enterprise Data Warehouse utilizing IBM	1 Day	\$45.00	25%	\$56.25



	analytics tool suites, maintaining ETL processes and supporting applications deployed in a RHEL environment using IBM HTTP Server				
<b>Systems Administrator</b> <b>2-3 Years</b>	Manage DNS infrastructure, Plan, modify, and redeploy Active Directory, Support and maintain printers both local and network for all users, Traverse and operate in a virtualized server environment which includes VMware and Citrix XenServer, Maintain Antivirus infrastructure etc.	1 Day	\$40.00	25%	\$50.00
<b>Systems Administrator</b> <b>3-6 Years</b>	Responsible for effective provisioning, installation, configuration, operation, and maintenance of systems hardware and software, and related infrastructure, participates in technical research and development to enable continuing innovation within the infrastructure, ensures that system hardware, operating systems, software systems, and related procedures adhere to standards; ensuring maximum productivity for IT staff and users.	1 Day	\$45.00	25%	\$66.25
<b>Network Engineer</b> <b>3-5 Years</b>	Management and troubleshooting of firewall and switches, Layer 1 through 7 WAN and LAN troubleshooting, Manage and maintain network and system security logs collection, correlation and reporting, Wireless and wired network management, Work with Engineering, and Operations teams to define and document network standards and architecture	1 Day	\$45.00	25%	\$66.25
<b>Network Engineer</b> <b>4-6 Years</b>	Designs, configures and upgrades network infrastructure, including switches, routers, access points, firewalls, VPNs, load balancers, wireless infrastructure, servers, storage and other related appliances, Designs and implements network guidelines and performance (QoS, Security, Network Monitoring) and	1 Days	\$50.00	25%	\$62.50

	create/maintain network records, drawings, and documentation, Works with third-party carriers, vendors, and suppliers to resolve network issues and plan for growth				
<b>Database Administrator</b>  <b>1 – 3 Years</b>	Maintain ERP master data including new item setups, bom's & routings, Coordinate data updates for program transfers between internal locations under the guidance of the Senior Database Administrator, Ensuring data integrity and following proper policies and procedures with regard to updates in the database, Maintain MongoDB instances and infrastructure for a massive, high-throughput transactional system, Troubleshoot performance optimization in MS SQL 2005/2008/2012 databases and stored procedures as well as MySQL and MongoDB, Backup and restore procedures for SQL Server, MySQL and MongoDB databases using various backup strategies	1 Day	\$40.00	25%	\$50.00
<b>Database Administrator</b>  <b>4-6 Years</b>	Configuration, management, monitoring, maintenance and troubleshooting of SQL Server 2008 R2 and newer MSSQL databases, supporting MySQL, PostgreSQL, MongoDB or NoSQL environments, Manage SQL Clustered and high availability environments, Manage, design and implement database backup, recovery and high availability strategy, Develop and maintain T-SQL procedures, views, functions, and other scripts in support of product development, customer reporting, and database administration requirements.	1 Day	\$48.00	25%	\$60.00
<b>Network Engineer (SCADA Experienced)</b>	Conducting complex network system administration and design engineering activities to maximize network connectivity and capacity, Forecasting network / equipment needs and recommending appropriate configurations, Planning, ordering, programming	2 days	\$58.00	25%	\$72.50



	and deploying network radios and components, Forecasting network / equipment needs and recommending appropriate configurations, Providing technical leadership and expertise to less experienced customers and engineers, Provide maintenance and troubleshooting for client-site networks, Performing cost justification studies				
<b>Control System Engineer</b>  <b>4-6 Years</b>	Development and implementation of attitude determination and control algorithms, anomaly resolution, spacecraft telemetry trending, and generation/validation of operational products related to attitude determination, responsible for performing technical analysis to support flight operations and inform design decisions for future spacecraft, build ground testing equipment for concept validation and have the opportunity to take designs from scratch to space operation etc.	1 Day	\$40.00	25%	\$50.00
<b>Add additional positions (add new sheet if needed):</b>					
<b>Java Developer</b>  <b>2-4 Years</b>	Design and implementation of RESTful web service APIs for use by both internal and external developers, Design and implement data transformation processes to prepare data for use by the API, Follow existing standards and conventions of our API platform and help drive future conventions, Provide production support, including on-call support as required	1 Day	\$40.00	25%	\$50.00
<b>Java Developer</b>  <b>4-7 Years</b>	Participate in the entire development life cycle, from concept to release, Implement new features and improve the ones already built, Participate in all phases of quality assurance and defect resolution	1 Day	\$50.00	25%	\$62.50



<b>Programmer Analyst</b>  <b>2-4 Years</b>	Efficient programming and testing of all new system and programs, Updating existing programs and assisting operations in resolutions of error, Providing training on informational tools and systems available, Evaluating and recommending program changes	1 Day	\$55.00	25%	\$68.75
<b>Programmer Analyst</b>  <b>4-7 Years</b>	Write custom reports and test functionality (with ACCESS AND .NET), Write code to create single-threaded or user interface event driven applications, including: Stand-alone, those which access servers or services, create queries, design Macros and VBA programming, Design, implement, and test database schemas, Maintain stored procedures and monitor activity in SQL server, Maintain AS400: Add users, reset workstations, clear queue-based subsystem, Support manufacturing, purchasing, sales, R&D and finance on any existing or new projects.	1 Day	\$55.00	25%	\$68.75
<b>SAP Consultant</b>  <b>4-6 Years</b>	Perform difficult maintenance and problem handling activities and requested Time and Materials Basis Consulting, Accurate and timely time reporting, Provide recommendations and guidance for the tuning and optimization SAP landscape, Manage the SAP router configuration for SAP support, Develop and maintain clear and concise documentation	1 Day	\$60.00	25%	\$75.00
<b>Oracle DBA</b>  <b>6-8 Years</b>	Install, setup & configure Oracle 11g and 12c databases, administer and troubleshoot Oracle databases including security patching, SQL tuning, capacity planning, and schema design, Perform Oracle Grid Control installation, configuration (Monitoring and Provisioning), patching and maintenance, Perform backup and recovery procedures using RMAN,	1 Day	\$50.00	25%	\$62.50



	implement, maintain, and monitor Data Guard etc.				
<b>Oracle DBA</b> <b>7-12 Years</b>	Provide technical guidance to development and DBA team for the Oracle Database, Oracle E-Business Suite, Oracle Business Intelligence and Oracle Fusion Middleware, Lead Oracle database and application infrastructure projects, Mentor the DBA team members, Ensure SLA, SOX and compliance standards are met in all the work performed, Install, maintain & setup Oracle Enterprise Manager (OEM) monitoring framework, Document and maintain all DBA processes and procedures, Be available 24x7 for production on-call, participate in on-call rotation and weekend maintenance work	1 day	\$55.00	25%	\$68.75
<b>VMWare Admin</b> <b>2-4 Years</b>	Oversees, plans and provides support for highly complex system and database administration, Coordinates with client management to formulate highly complex technical solutions, Identifies solutions based on client needs, Evaluates products and upgrades for appropriateness of cost and compatibility, Oversees and implements system upgrade strategies, Leads the design, implementation and maintenance of highly complex solutions, Conducts capacity planning reviews with management and approves capacity plans formulated by junior personnel.	2 Days	\$35.00	25%	\$43.75
<b>VMWare Admin</b> <b>7-10 Years</b>	Responsible for configuration, design, maintenance, monitoring, and support of the overall VMware environments including Corporate and engineering clusters, managing documentation and policy and procedure compliance for IS systems related to the VMware environment, participate in technical cross-functional meetings, strong commitment to process and understanding of	2 Days	\$55.00	25%	\$68.75

	change and configuration management principles				
<b>Application Support- Help Desk Engineer</b>  <b>1-3 Years</b>	Providing On site customer support, Web application helpdesk support, Quickly understand and troubleshoot large scale applications, Troubleshoot application issues with end users, Assist with application deployment installation, Test new application releases	1 Day	\$25.00	25%	\$31.25
<b>Application Support- Help Desk Engineer</b>  <b>3-5 Years</b>	Perform first level problem determination to identify and isolate failure point including hardware, network, application, training and / or documentation, Work as part of a high performance support team to ensure that system enhancements and defect corrections work properly and meet the user's requirements, Resolve product support questions, issues, and failures, Maintain strong adherence to Service Level Agreements, Review and update knowledge base and technical support documentation to reflect current technical information on product, Support organizational metrics to indicate individual and departmental performance to requirements.	1 Day	\$35.00	25%	\$43.75
<b>C++ Developer</b>  <b>3-5 Years</b>	Write stable, robust C applications and libraries for a variety of platforms, Engage in reverse engineering of existing applications and libraries, Audit the code of peers for potential flaws and security concerns, Thoroughly document, in a manner suitable for widespread publication, results of research and development efforts	1 Day	\$50.00	25%	\$62.50
<b>C++ Developer</b>  <b>5-7 Years</b>	Senior design lead for the global options execution platform; proposing design ideas, gaining consensus across the global team, ensuring non-functional requirements are met, Delivering solutions which are operationally stable, Leading and responsibility	1 Day	\$55.00	25%	\$68.75



	<p>for delivery of key functionality initiatives within the platform, Contribute to the global options execution platform vision and play an instrumental role in shaping the future of technology for the group, Collaborate with remote development teams to implement trading frameworks, algo containers and automated testing solutions, Establish software development and project execution standards across the team, Develop the low latency co-located execution platform – primarily C++ and low latency messaging</p>				
<p><b>Data Architect</b>  <b>5-7 Years</b></p>	<p>Participate in the creation and analysis of business functional requirements, provide guidance on how to meet the requirements, translate them into technical design specifications, and deliver a solution, Provide proven communication, analytical, and problem solving skills to help support the requirement, design and development process, and to ensure that the project deliverables are met according to specification, Develop applications in accordance to business requirements, specifications, industry best practices, and departmental development standards</p>	1 Day	\$70.00	25%	\$87.50
<p><b>IT Consultant</b>  <b>5-6 Years</b></p>	<p>Analyze and trouble-shoot network communication failures/bottlenecks and escalate issues accordingly, Open trouble tickets and test with vendors or ISPs, Respond to network events, diagnosis and provide analysis for resolution, Create and update trouble tickets using ConnectWise ticketing system, Interface directly with customer(s) to resolve network events, Lead and mentor junior Customer Support Engineers on Managed Service products and methodology, Provide information, analysis and reports required and</p>	1 Day	\$50.00	25%	\$62.50



	requested by the Manager, Strong troubleshooting tactics and experience are required to quickly understand an issue as it is reported by the customer, and take actions based on knowledge and experience to assist the customer in finding and resolving the cause. Recognizing 'red herrings' and isolating the issue is essential, supporting WAN/MAN/LAN networks, designing, configuring, installing, supporting Cisco's CM, CME, IPCC and Unity.				
<b>Network Architect</b> <b>5-6 Years</b>	Coordinate, communicate, and connect with remote peers as required, Collaborate on designs, and implement key company network systems for national and global needs, Evaluate current and foreseeable future requirements to determine appropriate solutions, Work with Project Managers to develop project plans and document and execute plans in a timely manner, Ensures systems are properly documented, controlled for change, and monitored for uptime and performance, Identify, develop, implement, and maintain high level industry standard and the best practices, Works with vendors and others to formulate designs, Develop and document new and existing designs and setups, Collaborate with other team members on technologies, concepts and standards	1 Day	\$65.00	25%	\$81.25
<b>Network Architect</b> <b>8-10 Years</b>	Create High level and Low level Network design and Architecture, Create Standard Enterprise Architecture document, Create standard configuration templates for all cisco Network switches and Routers for all platforms for QOS, Network IP address design and optimization, Network Optimization and QoS design and implementation for Cisco Switches	1 Day	\$70.00	25%	\$87.50



	<p>and Routers for all platforms, Create Configuration templates for Quality of service for all cisco platforms, Recommend monitoring of QOS and analyze the traffic to troubleshoot any QOS related issues, Routers and Switching infrastructure management &amp; configuration, Manage and troubleshoot Wireless network, Design and implement wireless networks, Troubleshooting complex Routing and Switching problems and escalated incidents, WAN Interface, Protocol configuration and WAN Network Troubleshooting, Threshold configuration of Critical Devices.</p>				
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**5.3 PAYMENT** The Contractor shall provide monthly statements of itemized services. Payment will be reviewed and approved by the Contract Administrator or designee.

**5.4 TAX AMOUNT** Do not include any use tax or federal tax in your proposal. The City is exempt from the payment of federal excise tax and will add use tax as applicable.

**OFFEROR NAME:** Cynet Systems Inc.

**2.3.4 ADDENDUM, Return all addenda (if applicable).**

**Addendum**

We have included Addendum 1 issued by the City of Glendale as requested in the RFP.



**SOLICITATION ADDENDUM**

Solicitation Number: RFP 16-42      Addendum #1      Page 1 of 2

Solicitation Due Date: May 3, 2016      2:00 p.m. (Local Time)

**CITY OF GLENDALE**  
 Materials Management  
 5850 W. Glendale Avenue  
 Suite 317  
 Glendale, AZ 85301  
 Phone: (623) 930-28XX

**RFP 16-42 Technical Recruiting & Staffing**

As a result of the pre-offer conference conducted on April 21, 2016, the following revisions and clarifications have been made to Request for Proposals No. 16-42:

**ADD:**

**1. In Section 1.2.2.1.1 Identifying Candidates:**

j) The City will not sponsor H-IB Visa's.

**CLARIFICATION:**

**1. Section 5.2 TEMPORARY TECHNICAL STAFF:** Offerors may separate the Technical Job Description by years of experience for each position. The hourly rates and job description shall correlate to the position based on experience levels. **EXAMPLE ONLY:**

Technical Job Title	Technical Job Description	Able to provide candidate within (x) days of request	Candidate's Hourly Rate (A)	Contractor Mark-up charged to the City (B)	Total Hourly Rate Charged to the City (A x B)
<b>Systems Analyst 1 – 3 years</b>	Uses computers and related systems to design new IT solutions, modify, enhance or adapt existing systems and integrate new features or improvements, all with the aim of improving business efficiency and productivity.				
<b>Systems Analyst 4 – 7 years</b>	Uses computers and related systems to design new IT solutions, modify, enhance or adapt existing systems and integrate new features or improvements, all with the aim of improving business efficiency and productivity. Conducts cost analysis and agree the timeframe to implement the proposed solution. They specify and shape the system requirements and operations, the user interface and output and present the proposal to the client.				



**SOLICITATION ADDENDUM**

**CITY OF GLENDALE**  
Materials Management  
5850 W. Glendale Avenue  
Suite 317  
Glendale, AZ 85301  
Phone: (623) 930-28XX

Solicitation Number: RFP 16-42      Addendum #1      Page 2 of 2  
Solicitation Due Date: May 3, 2016      2:00 p.m. (Local Time)

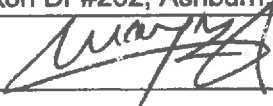
**CORRECTION:**

In Section 2.3 PREPARATION OF OFFER PACKAGE, the following invalid references are corrected:

- 2.3.2 OFFER SHEET, Section ~~5.0~~ 4.0
- 2.3.3 PRICE SHEET, Section ~~6~~ 5.0

Name of Company: Cynet Systems Inc.

Address: 43480 Yukon Dr #202, Ashburn, VA, 20147, US

Authorized Signature: 

Print Name and Title: Ashwani Mayur- Vice President



### 2.3.5 SUBMISSION REQUIREMENTS, Section 2.4 (written narrative)

#### 2.4.1 EXPERIENCE AND QUALIFICATIONS

##### 2.4.1.1 Offeror's proposal should include:

- Company profile that details company history;

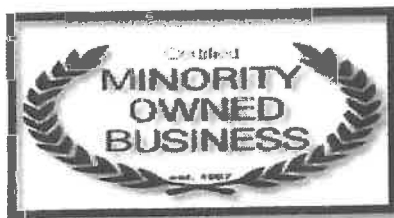
#### Company Portfolio

Cynet Systems Inc. is a certified Small, Woman & Minority Business Enterprise and a leading consulting firm incorporated in the state of Virginia and headquartered at Washington DC Metro area and hereby submits its proposal to support City of Glendale to provide Technical Recruiting Services under varied engagement models.

Cynet Systems specializes in delivering qualified talent across diverse skill sets and varied platforms and has been adding value to its customers' recruitment initiatives as a trusted diversity supplier. Our focus is on solving the unique recruitment goals for each customer tailored to match the business requirements and provide a transparent, quality process that gets results. At Cynet, we choose to empower our clients with customized recruiting solutions that fit our customers' unique needs. Our exceptional staffing and recruiting services over the past years have resulted in recognition and built reputation amongst our clients. We offer customized and comprehensive workforce solutions to complement your business and technical objectives. Over the years, our solutions have advanced to include not only latest technology but also the expertise and support to stay client- focused, understand their business issues and meet their business needs. Having placed thousands of professionals across wide-ranging industries, our proven staffing methodology allows us to engage with the best of the best that the industry has to offer.

We are specialists, successfully working with all strategic procurement models. Technologies and resource needs change over the years and our ability to adapt and provide the right resources who understand the industry and the pace at which it evolves is our differentiator. We are able to deliver the right staff, and the result is over 25% of our contractor staff being converted to full-time employees with our clients. At Cynet Systems, we are proud of the reputation we have received as a leading recruiting agency within the Accounting & Finance, Construction, Engineering, Information Technology, Supply Chain, Energy, Government sectors and Telecom. As the leader in the Staffing Industry, we are aware of our role in the markets where we operate, across industries and sectors, in all the phases of economic cycles. We constantly strive to uphold and foster the dialogue with our societal, governmental and business stakeholders to unlock the potential of our workers, clients and own solutions. Transferring knowledge on the integration, transition and matching of the right talent to the right job is a daily challenge that differs from gender to generation, to educational background as well as geographical and industrial conditions and belonging.

Cynet Systems wish to be at the top in the list of suppliers providing Contingent Workforce and therefore works in line with the expectations and guidelines of the client. We always work to provide quality results which benefit the end Clients.





## Our Services

Cynet Systems caters to leading companies operating in US with an unrivalled portfolio of Recruitment Solutions. Cynet has proven the value of strategic and performance driven partnerships by providing mutually beneficial services from full lifecycle staffing to vendor management. Following are the client specific services offered by Cynet systems:

### **Contingent Workforce Solutions:**

Cynet Systems provide customized plans for meeting the workforce needs of our Clients. We understand your requirements and provide you with a tailor made plan in order to meet your current and future needs. We pride ourselves on delivering high quality consultants who specialize in niche skill areas. Our army of recruiters has candidates for every position no matter what location you want the candidate to work. Cynet System's Contingent Workforce solution and Management helps in reducing cost and mitigate the risk.

### **Government Solutions:**

Cynet Systems has emerged as the reliable supplier partner for Federal/State/Local projects. Our specialists keep a check on the critical State requirements and work accordingly to provide the best resource for getting the job done. Our consultants with relevant security clearances further enhance our consultant pool to support our federal customers' projects.

### **SOW based projects**

We also provide SOW based project services that aim to eliminate risk and maximize returns by contractually defining the project scope, objectives, timeline and deliverables. We make sure that SOW engagements are efficiently and cost-effectively flowing through your organization. Our experts help the clients with their workforce needs from a single contractor to a team of resources.

### **Staff Augmentation**

Cynet Systems provide Staff Augmentation service to its Client which help them to achieve their Business Goals including faster speed-to-market, industry and technical experience that accelerates the quality and speed of development, and avoiding the cost and time required for internal training and skill development. We provide Contract, contract 2 hire and Direct Hire arrangements and make sure that there is a real time response to the requirements of our clients in respect to their location, technology and industry in which they are operating.

### **Application Consulting**

We, experts at Cynet Systems provide tailor made Application solutions for the clients. We help our clients in Developing and implementing IT strategies, evaluation of new technology option, Benchmarking and optimization of Application Systems and IT services.

### **Infrastructure Services**

Our Infrastructure Consulting services helps you develop a roadmap for building a flexible, responsive IT infrastructure aligned with your business goals. We help in delivering the following solutions:

- Enhanced Business-IT Alignment
- Improved IT performance
- Optimal Cost savings to release funds for strategic investments



## History

Cynet Systems Inc. was incorporated in the year 2010 by visionary entrepreneurs with decades of consulting experience in the consulting space under complex environments and has been in the Staff augmentation business for over half a decade now successfully delivering solutions in this space ranging from Contract Staffing (Short Term and Long Term contracts) to contract to hire and Direct Hire arrangements. Cynet has been servicing customers in the various verticals including but not limited to Information Technology, Engineering, Healthcare, Pharmaceuticals, Telecom and Government sectors for many years now and has developed unmatched competencies across these verticals to provide trained consultants equipped with the right knowledge and skill to deliver high quality technology solutions. Cynet Systems was established to provide a new definition to 'Strategic Partnerships' so that the organizations could gain vital access not only to our immense repository of both onshore and offshore resources but also to a citadel of critical industry knowledge built on invaluable experience and our unwavering commitment to excellence.

Since inception we have been matching talents with general skills to the needs of our clients across all the sectors of the industries. We have an efficient and responsive recruitment process providing flexible, customized solutions in both temporary and permanent placement. We believe in building long-lasting relationships with talents offering them continuity through successive placements, training and career development. We help our clients develop their long-term staffing strategies and secure the employees best qualified to meet the unique challenges they face. With its headquarters in Washington DC Metro area, Cynet Systems today stands as one of the leading supplier of Recruitment & Staffing Services and IT & Engineering Consulting in North America and Canada and has had various engagements with hospitals and healthcare organizations over the last few years.

## Core Values

At Cynet Systems, we keep our core values at the forefront of all our endeavors. Integrity, excellence, people and results are the driving force behind our continued success.

**Integrity:** Transparent in our dealings, unshakable ethics and never making promise we cannot keep. Without integrity we are nothing.

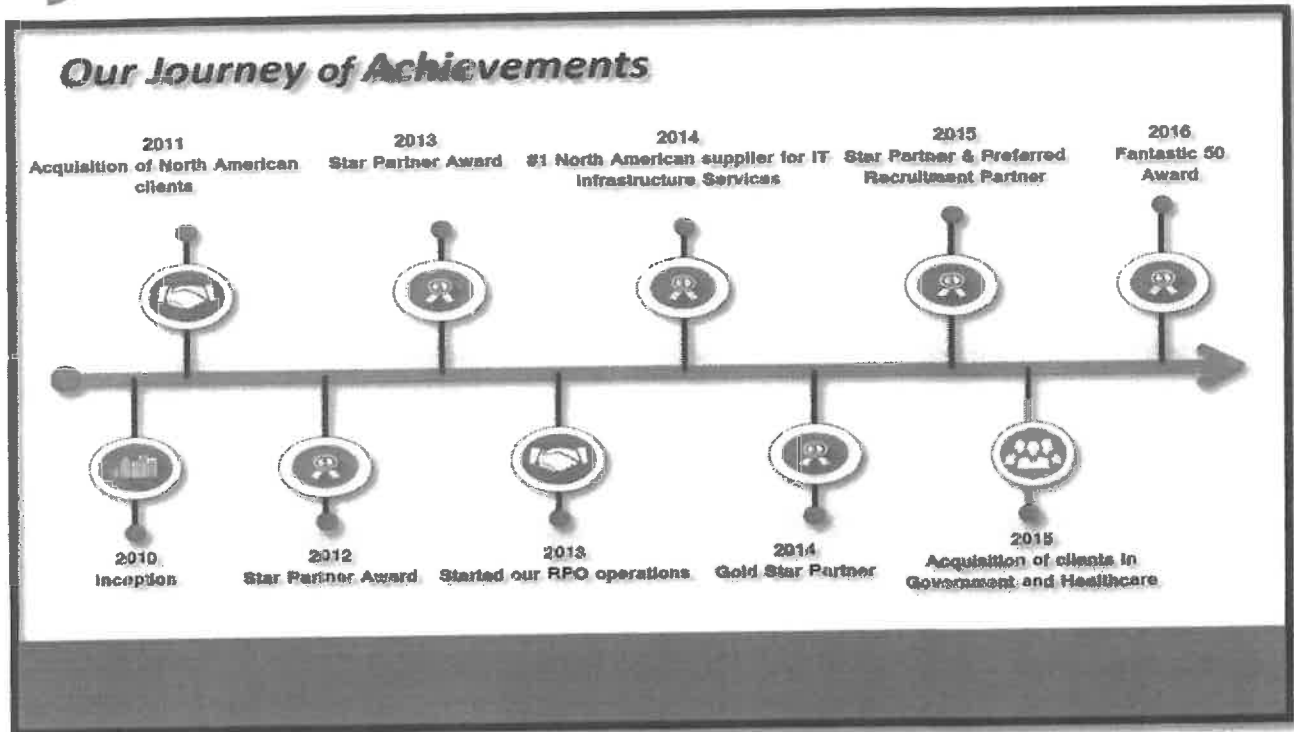
**Results:** Our staffing and consulting solutions create value for our clients. We listen and understand their needs and then deliver beyond their expectations.

**Excellence:** Our people are the foundation. We foster their creativity, show respect and value diversity and the constant pursuit of skill expansion and technical expertise.

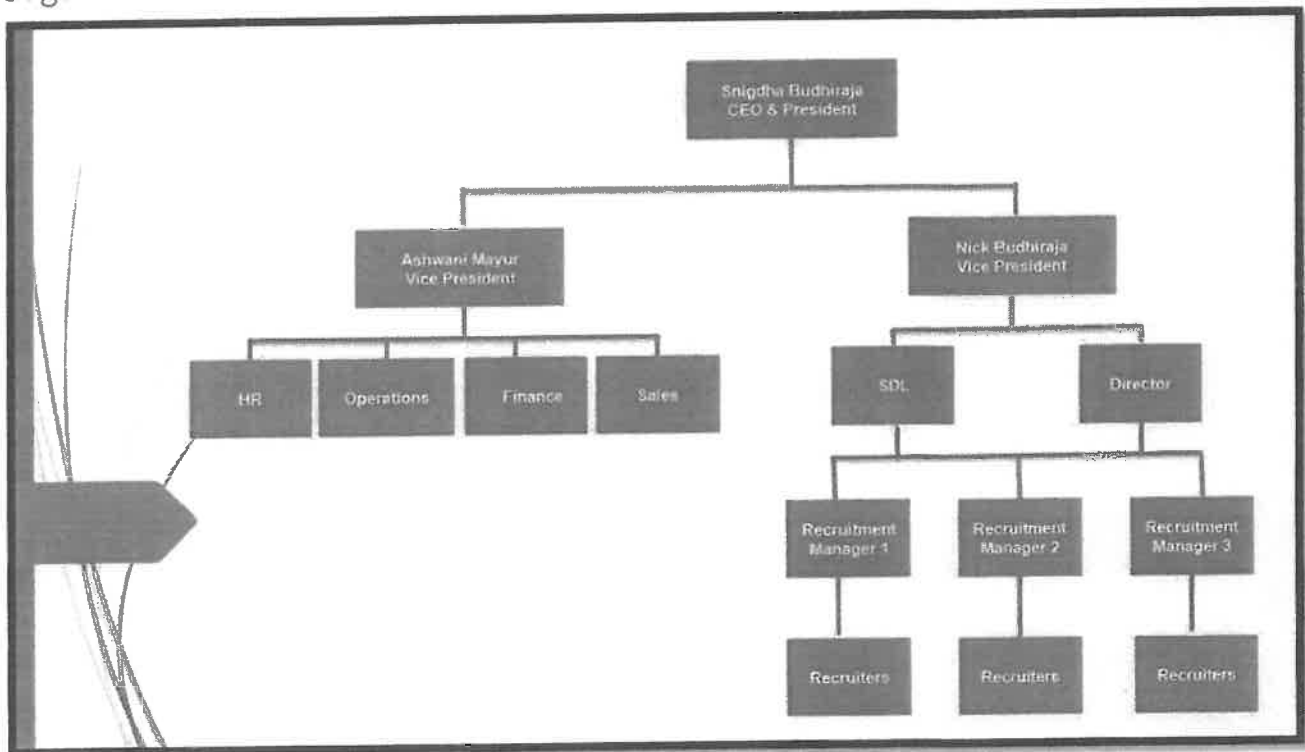
**People:** Delivering results through creativity, flexibility and expertise. We continually strive for excellence in all of our endeavors.

## Why Cynet Systems?

- ✓ Consultant Base of 500+ Highly qualified Consultants.
- ✓ Attrition Rate of less than 2%
- ✓ Project Completion Rate of over 97%
- ✓ Database of 10000+ qualified candidates.
- ✓ Team of 100+ Recruiters
- ✓ 100% YOY Growth for consecutive 5 Years.
- ✓ Excellent Consultant Benefits & Satisfaction Levels.
- ✓ Matured recruitment and Back Office processes.
- ✓ Extensive experience of working with top MSPs.
- ✓ High Fill Ratio



### Organization chart







## Business locations

Cynet Systems is located in US with its headquarters in Ashburn, Virginia. We have two Physical offices in US along with the virtual offices across different States catering the needs of the Clients all over the United States with 2 Off Shore development Offices in India. Cynet System is working hard to achieve the milestone with their presence in following locations and is aiming to expand their operations by the end of this year:

### HEAD QUARTER

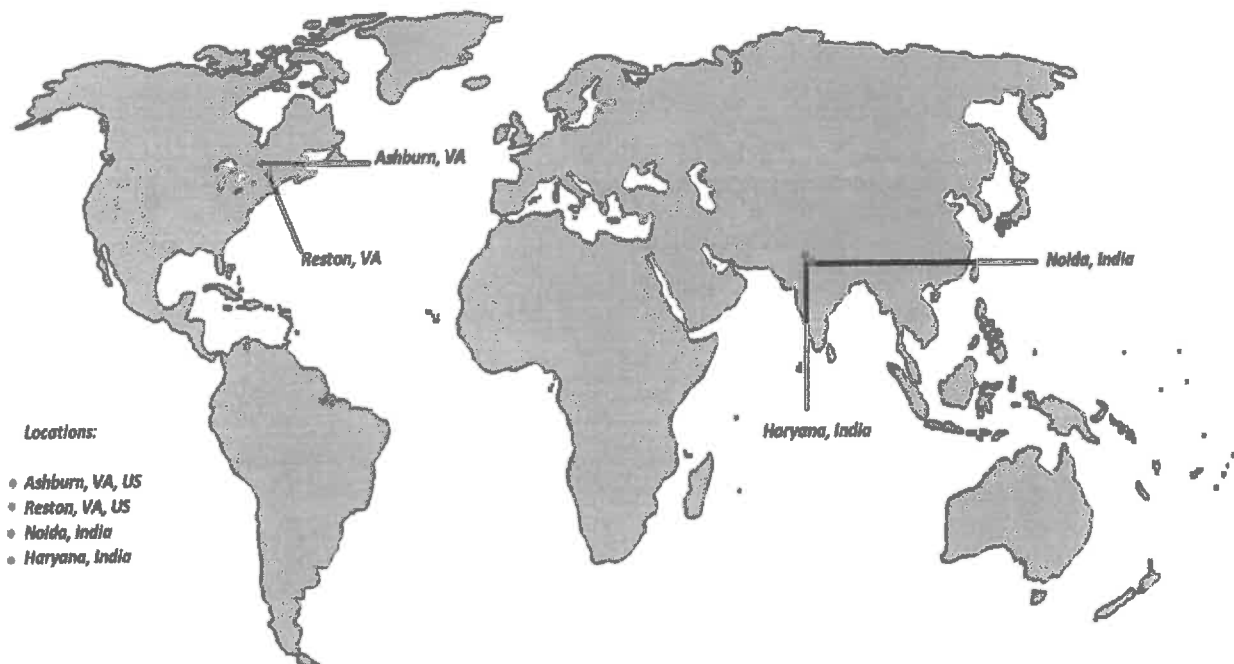
- Ashburn, Virginia, US

### Operations Office

- Reston, Virginia, US

### DEVELOPMENT CENTRES

- Noida, India
- Haryana, India



## Number of Years in business

Cynet Systems Inc. was incorporated on October 26<sup>th</sup>, 2010 with a vision to be a distinguished Staffing Company. Today Cynet Systems is highly regarded for its expertise and innovation in the staffing industry. With over 6 years of experience, it is a leading provider of permanent, contract and temporary staffing solutions. Having a strong understanding of today's marketplace and environment allows Cynet Systems to consistently exceed clients' expectations. Cynet Systems earns client trust and respect by placing the right individuals, and promptly solving their clients' requirements.



2.4.1.2 Offeror shall provide names and years' of experience of key personnel:

Cynet would engage the following key personnel who will be primarily responsible to deliver recruitment and account management expertise to the City of Glendale:

Name	Susan Varghese
<b>Description</b>	Susan is a leader at Cynet with a rich experience of 11 years in Talent Acquisition & Business Development Strategies focusing on being the #1 at Staffing & Recruiting. She is a HR Analytics specialist using data to make insightful & intelligent business decisions. Cynet under her leadership would also assign a dedicated recruitment team who would focus solely on City's requirements to deliver maximum support and avoid any delivery issues.
<b>Role &amp; Experience</b>	<p>Having decades of experience Susan would be the Service Delivery Lead (SDL) for the City of Glendale and will be primarily responsible for the management of account. She hold expertise in the following verticals</p> <ul style="list-style-type: none"> <li>• IT, Engineering, Healthcare &amp; Life Sciences Recruiting</li> <li>• Technical Recruitment</li> <li>• Human Resources</li> <li>• Executive- Executive C-Level Recruitment- Leadership.</li> </ul> <p>She brings with her an extensive experience in:</p> <ul style="list-style-type: none"> <li>• Assessing, defining and implementing forward-looking business strategies within a fast-paced, ambiguous and results-oriented environment</li> <li>• Analyzing and reporting staffing, candidate, and industry trends and recommending actions</li> <li>• Monitoring staffing activity and implementing solutions to enable improvements</li> <li>• Developing short and long term staffing plans for a variety of clients in partnership with multiple stakeholders</li> </ul>
<b>Length of Service With Cynet</b>	October 2013 – till date

Name	Varun Gupta
<b>Description</b>	Varun is a seasoned Resource with an extensive experience of 11 years in Global Talent Acquisition, HR Management, Key Account Management, Global Resource Management, Marketing & Branding, Strategic sourcing/ Recruitment, Process Improvement, Headhunting, Consulting. He is managing HCL Infrastructure and Applications vertical and has been able to grow the account with his professional and dedicated approach. He brings with him a deep understanding of IT Services and has significantly contributed to establishing Cynet's footprints in the Infrastructure and Applications space.



<p><b>Role &amp; Experience</b></p>	<p>Varun Gupta would be primarily responsible for managing the requirements for the City. He hold expertise in the following verticals</p> <ul style="list-style-type: none"> <li>• IT, Healthcare</li> <li>• Technical Recruitment</li> <li>• Key Account Management</li> </ul> <p>He brings with him an extensive experience in:</p> <ul style="list-style-type: none"> <li>• Relationship building skills with both client and the candidates</li> <li>• Excellent negotiation skills</li> <li>• Orchestrating interviews by closely working with the clients</li> <li>• Global Resource Management</li> <li>• Technical recruitment involving sourcing, identifying, interviewing, screening, and submitting consultants for urgent requirements requiring industry expertise.</li> </ul>
<p><b>Length of Service With Cynet</b></p>	<p>3.2 years</p>

<p><b>Name</b></p>	<p><b>Ron Gabba</b></p>
<p><b>Description</b></p>	<p>Ron has total experience of 8 Years and is associated with Cynet Systems for over 3 years now and has been instrumental in establishing Cynet's footprints in the Infrastructure and Applications space. He currently oversees and manages Cynet's HCL and Infra account and ensures smooth business operations and also oversees the engineering vertical.</p>
<p><b>Role &amp; Experience</b></p>	<p>Ron would be the account manager for the City of Glendale and will be primarily responsible for daily operations of the account along with his team members. As an account manager he will lead the charge for maximizing business inside of the "market" of the account. He is a value creator and innovator who sees ways to increase value delivered to the account that others often don't. He holds expertise in the following areas:</p> <ul style="list-style-type: none"> <li>• Account management</li> <li>• Project completions</li> <li>• IT &amp; Engineering</li> </ul> <p>He brings with him an extensive experience in:</p> <ul style="list-style-type: none"> <li>• Excellent sourcing and recruiting skills</li> <li>• Relationship building and negotiation skills</li> <li>• Sales and Account Management</li> <li>• HR and administration control</li> </ul>
<p><b>Length of Service with Cynet</b></p>	<p>3 years</p>



<b>Name</b>	<b>Vidya K</b>
<b>Description</b>	Vidya has associated with Cynet Systems with over 10 years of experience in the IT and Healthcare space. She has been managing the HR and admin initiatives in the healthcare space for over 8 years and has added value to Cynet's healthcare segment with her rich industry knowledge and experience.
<b>Role &amp; Experience</b>	<p>Vidya would be the Team Leader for the City of Glendale's account and will be primarily responsible for daily operations and requirements with her team members. She hold expertise in the following verticals</p> <ul style="list-style-type: none"> <li>• Technical Recruitment</li> <li>• Human Resources</li> <li>• Project completions</li> </ul> <p>She brings with her an extensive experience in:</p> <ul style="list-style-type: none"> <li>• Excellent sourcing and recruiting skills</li> <li>• Coordinating interviews</li> <li>• Building and maintaining candidate pipelines</li> <li>• HR and administration control of the Hospital, including but not limited to day to day running of the place.</li> </ul>
<b>Length of Service With Cynet</b>	January 2014 – till date

2.4.1.3 Offeror shall provide a description of the firms size and organizational structure that includes number of years' experience in the IT Staffing and Recruiting business, areas of expertise, and special achievements;

### Cynet Systems at a Glance

Cynet had started as an IT & Engineering consulting firm in 2010 specializing in IT Staff Augmentation and Contingent workforce solutions supporting customers in the Washington DC metro Area by leveraging its local account management support with its headquarters at Ashburn, VA. Today we have over 500+ W2 Employees and around 150 in house employees. We are continuously building our employee strength and aim to make Cynet a 1000+ employee company by the end of 2017.

Listed below are the Key locations of Cynet Systems:

Location	Responsibility
Ashburn, Virginia, US (HQ)	Sales and Account Management
Reston, Virginia, US	Operations and Account Management
Noida, India	Offshore Development Center/ Back Office Support
Haryana, India	Back Office Operations

Soon after our inception in the information Technology space we further specialized in IT Infrastructure Services, Application Services and Project Management Services. Over the years with our specialization in IT Infrastructure Services we have been recognized as **#1 Infrastructure Services Supplier in North America by one of the top 5 IT**



services companies in the world. This opened doors for Cynet in the Application space and today we are also supporting our customers in the Technology and Telecommunications space for their Application Services.

We deployed the candidates in various industries however majorly Cynet is a pioneer in placing candidates in IT, Engineering and Healthcare domain. With the team of expert Recruiters we have successfully satisfied the needs of our clients and due to the proven record we are in a process of writing history with such growth in a short span of time. Having specialized in the Information Technology staffing solutions we have been catering to wide ranging technologies and platforms and have consistently been delivering the best available talent across varied IT categories.

### Area of expertise

Having specialized in the Information Technology staffing solutions we have been catering to wide ranging technologies and platforms and have consistently been delivering the best available talent across varied IT categories. Cynet Systems sources only the best consultants for your project. We know you will be pleased with the consistency of quality and the fast turnaround times that our clients have come to expect from us. At Cynet we understand the importance of securing the right skills to support your infrastructure projects. We have the expertise required to help support and drive our clients goals related to:

IT Infrastructure
Enterprise SAN/NAS Storage
Datacenter Transformation
Network and IT Security
Virtualization and Private Cloud
Unified Communication
Converged Architecture
Service Desk Implementation
Capacity Optimization

HCL Americas, a global IT Services firm, is part of HCL Technologies, a \$6.7 billion IT Services company. Since joining their supplier partnership program in 2011, Cynet was awarded the coveted "Vendor of the Year" in 2012. Over the years, we have been recognized as their Gold Partner with **372 starts in 2014 and have filled more than 400 positions in 2015** across IT roles

IT Application
ERP
CRM
Project Management
Business Analysis
Web/Ecommerce
Cloud Computing
Data warehouse
QA/ Software Testing

With our Web Development services capabilities we have filled more than 1000 positions with our clients in this category across various job titles, Following is the partial list of positions for your reference that highlights our capabilities.

Web Development
QA
Web Designer
Web Developer
Web Writer
Open Source
Graphics Designer
Content developers
Specialized Subject Matter Expert

### Cynet Systems Extensive Experience in IT Staff Augmentation

Some of the IT professionals we have placed under the temporary and direct hire arrangements over the last one year are listed below:

Temporary	Direct Hire
Infrastructure Project Manager	IT Asset Management Specialist
AIX Administrator	Information Security Manager
Network Engineer	Helpdesk Support
Database Security Engineer	Active Directory Admin
Windows VMware Admin	MBD SME
Information Management Lead	Communication Coach
Data Center Support	Net Developer
Program Manager	Helpdesk Analyst
Project Manager	HP Tools Consultant
Network Security Admin	NI Test Engineer
SAP Help Desk Support	Voice & Accent Coach
SAP CRM/e-Services Test Lead	Solutions Architect
Oracle eCommerce Gateway and EDI Consultant	Desktop Support
SQL DBA	Associate Manager
Sr. Oracle DBA	Cisco Network Voice Engineer
Software Development Engineer	EMC Test Engineer
Storage Consultant	Data Center Operations Analyst
Project Coordinator	Command Center Analyst
Global Service Desk Manager	Program Manager
Sr. Windows Admin	VMware Architect
Systems Engineer	Set Top Box Engineer
IMS Test Engineer	Consultant
IT Project Coordinator	Automation Anywhere Developer
Technical Support Engineer	Technical Consultant
Wintel Engineer	Field Tester
Linux Admin	MAC Support Engineer
Dell Certified Desktop Support	Network Wireless Engineer
Helpdesk Analyst	ITIL Change Manager
Windows Clustering Consultant	ITIL Asset Manager
Service Now Consultant	CRM TPM Consultant
SQL DBA	Desktop Support Engineer
Technical Support Analyst	WLAN Engineer

Consultant	Dot Net Technical Lead
Polycom Video Engineer	Senior Navision Developer
Hyperformix Consultant	EUC Ops Manager
Sr. Oracle DBA	IT Infrastructure Architect
SUN IAM Consultant	DataStage Developer
IT Infrastructure Project Manager	Major Incident Manager
Technical Writer	HR Admin
Tivoli Workload Scheduler Engineer	Mainframe ISeries Consultant
Exchange Admin	Network Security Engineer
Service Desk Transformation Manager	Web Developer
IIS ADMIN	Service Desk Analyst
Oracle Apps DBA	Solarwind Admin
Hadoop Technical Architect	Adobe CQ Architect
VMWare Engineer	Datacenter Technician
Exchange Consultant	Risk Manager
Exchange Engineer	Telecom Field Engineer
Network Engineer	Exchange Admin
Oracle EBS R12 Financials Functional Lead/Solution Architect	Software Engineer - Microsoft Cryptography / CAPI / CNG
Citrix Architect	IBM XIV SAN Storage Admin
Software Consultant	Tivoli Storage Manager
Data Center Support	Sr. IT Manager
TWS Engineer	Admin Executive
Network Voice Engineer	DC Ops Monitoring
Project Manager	Infrastructure Solution Architect
Information Management Lead	Design Release Engineer
IM Lead	Network Systems Analytics Engineer
VMware VBlock Engineer	Java Lead
Technical Project Manager	Technical Recruiter
Datacenter Facility Management	Business Aligned Service Manager
Security Engineer	IMS Lead/Engineer
Data Center Specialist	Desktop Analyst
Citrix Admin	Lead System Integration Engineer
Document Controller	System Architect
Deskside Mobility Support Analyst	Command Center Technician
HR Admin	Deskside Engineer
Deskside Support Specialist	Windows Admin
Production Support Analyst	Field Test Engineer
Unix Admin	System Integration Engineer
Network Security Engineer	Android Developer
Production control Analyst	Automotive Consultant
Build and Release Engineer	LTS1009_3
Incident Manager	Systems Engineer
Network SME	FEA Engineer
Program Manager	Voice & Accent Coach (118999BR)
Sr. Java Developer	Windows VMware Admin
IM Analyst	Software Engineer
Oracle DBA	Windows Server Support Engineer



Data Center Technician	ITIL Problem Manager
Network Security Admin	Incident Manager
HP OO Process Automation Consultant	FTT Service Engineer
Document Control Lead	Analyst - F&A
Unix Script Engineer	Windows VMware Consultant
Build Engineer	Citrix Architect
SQL Server DBA	Infrastructure Project Manager
AIX Admin	ITIL Transformation Process Manager
Network Architect	Service Delivery Manager
Netbackup Admin	Citrix Administrator
Net Developer	ITIL Process Analyst
Project Manager T SQL Development	Platform Engineer
Active Directory Architect	SQL Server DBA
ASP Dot net Technical Lead	Cisco Voice Engineer
DB2 DBA	Strategic Sourcing Manager
Unix Automation Engineer	Java Developer
Dot Net Lead	Service Engagement Manager
IT Security Coordinator	Client Engagement Manager
Sharepoint Lead Developer	Disaster Recovery Lead
Desktop Support	Document Controller
Big Data Developer	HP Openview
Webmethods Admin	Pre-Sales Solutions Architect for MSO
Account Manager	Help Desk Analyst
Business Analyst	Sales Mgr
Network Manager	Sharepoint Architect
SAP - Pharma Compliance and Validation Manager	Project Manager
BMC Remedy Consultant	Sales Director
Oracle EBS Consultant	Technical SME
Desktop and Network Support	Power Electronical Lead
Bilingual field Tester	Principal/Solution Architect
Hadoop developer	Adobe AEM Consultant
SAP Help Desk Support	Document Control Lead
Billing Data Mapper	IM Lead
Service Order Data Mapper	IM Coordinator

### Recognition over the years:

With our unmatched and unbeatable services we have emerged as a trusted and valued supplier for our customers and have received various accolades from them. Some of the significant recognitions we have received as a result of our exceptional services are listed below:

- Star Supplier
- Gold Star Partner
- # 1 Infrastructure Supplier in North American Region
- Startup Award
- # 1 Fastest company in Virginia (Fantastic 50)





2.4.1.4 Offeror shall provide details of recruitments undertaken that are of similar nature based on the City's Specifications:

### **Similar Experience**

Cynet Systems has a rich experience supporting the government arena and has been leveraging its unmatched services to various state/local and federal clients. Our Government Solutions focus is the delivery of systems and processes designed to meet the unique needs of federal, state and local government agencies throughout the North America. We have been providing our government clients with a team of experienced consultants to manage contract performance and ensure consistent, high quality client service and project management services.

We specialize in recruiting and retaining the right personnel for work on government contracts. Our team has experience as a prime and subcontractor providing direct/indirect support to federal and state government offices and agencies and we maintain extensive relationships with large government contractors for work on their project needs. Cynet Systems has an extensive network of professionals across industry verticals including the government and with our outstanding performance we grow this network every day. We understand the importance of having a strong network of contacts and professionals to be able to deliver the best in today's highly competitive market.

We are a people and process driven organization. Over the years, we've perfected our processes to deliver maximum output with the highest levels of efficiency. We've done this with the help of cutting edge tools and technology. Our unique approach shrinks on-boarding time, provides flawless contract execution and delivers high quality professionals at a competitive price.

### **Cynet Systems' Major Clients**

Through our global presence, we help the following companies achieve consistency in their Human Resources needs, while equally serving smaller, local businesses in attracting hard-to-find resources with niche skill sets. Below is a partial list of our major clients where we have consistently placed hundreds of IT Consultants:

- USAA
- State of Colorado
- State of Georgia
- State of Oregon
- State of MN
- Department of Health
- Department of Transportation
- Department of Education
- UMUC
- HCL America
- L&T
- Medefis
- NTT Data
- Genesis Healthcare
- Virtusa
- Century Link
- Torrance Memorial
- PPR Consulting
- Disney
- Chevron
- Rockwell

**Our Capabilities**

Our commitment to the process of identifying quality candidates has made us one of the premier staffing agencies and we intend to leverage our National Staffing capabilities to the City of Glendale. We have a strong bench of candidates who could help us to fill the urgent requirements of the City in the Shortest TAT possible. The Bench Capability of Cynet Systems help the clients to hire prescreened consultants saving time in lengthy screening procedures. Following table depicts the bench capabilities of Cynet Systems which we intend to leverage to the City of Glendale:

Technical Job Title	Expertise	Bench Availability	Consultants Placed	No. of Placements (2015)
Systems Analyst	Strong	Strong	Yes	20
Systems Administrator	Strong	Strong	Yes	17
Network Engineer	Strong	Strong	Yes	20
Database Administrator	Strong	Strong	Yes	22
Network Engineer (SCADA Experienced)	Strong	Strong	Yes	8
Control System Engineer	Strong	Strong	Yes	22
Java Developer	Strong	Strong	Yes	24
Programmer Analyst	Strong	Strong	Yes	21
SAP Consultant	Strong	Strong	Yes	14
VMWare Admin	Strong	Strong	Yes	18
Application Support- Help Desk Engineer	Strong	Strong	Yes	55
Java Developer	Strong	Strong	Yes	20
Data Architect	Strong	Strong	Yes	13
IT Consultant	Strong	Strong	Yes	5
Network Architect	Strong	Strong	Yes	25
Data Center Support	Strong	Strong	Yes	22
Database Tester	Strong	Strong	Yes	17
DevOps Engineer	Strong	Strong	Yes	19
Hadoop Developer	Strong	Good	Yes	15
Helpdesk Analyst	Strong	Strong	Yes	35
Citrix Architect	Strong	Strong	Yes	22
Service Now Consultant	Strong	Strong	Yes	11
Unix Admin	Strong	Strong	Yes	15
Infrastructure Architect	Strong	Strong	Yes	17
Android Developer	Strong	Strong	Yes	12
Technical Writer	Strong	Strong	Yes	15
CCIE Network Architect	Strong	Strong	Yes	12
Checkpoint Firewall Engineer	Strong	Strong	Yes	17
Program Manager	Strong	Strong	Yes	20
Windows Engineer	Strong	Strong	Yes	10

2.4.1.5 Offeror shall describe training in technology provided to their temporary candidate pool;

At Cynet training is an integral and ongoing process. To keep the employees engaged, informed and updated we provide training to our temporary employees. Some of the trainings we deliver to our consultants are listed below:

- **Skills Training:** To increase proficiency needed to perform the job.
- **Quality Training:** To familiarize employees with the means of preventing, detecting and eliminating non-quality items.
- **Safety Training:** to minimize the injuries at work.
- **Promotional Training:** To enable employees to perform higher level jobs.
- **Refresher training:** To improve the efficiency of the employees and to acquaint them with method to perform their job better.

We believe the fact that Employees who sharpen their skills enjoy more promotions and positive visibility within their company. Taking the time to work on professional development is no longer an option – it's a must and therefore Cynet Systems also provide following Comprehensive individual training programs:

- **Service Now**

Cynet Systems offers Service Now Training which has shown exponential growth in the corporate world since its launch in 2003. It is outpacing legacy systems worldwide at a rapid rate. People want solutions that are easier and aligned with best practices, as well as systems that offer the best solutions.

- **Oracle Fusion Middleware**

Oracle Fusion Middleware offers a completely open and integrated approach in social, mobile and cloud technologies. Our comprehensive training in Oracle Fusion Middleware help consultants to move forward in their career by giving them the benefit of knowledge that this cutting edge software offers.

- **Remedy**

Cynet Systems also offers Remedy Software Training to its consultants. Remedy offers the latest Technology in social, mobile, analytics and Cloud computing

- **Flexible Training**

We at Cynet Systems understand the value of time. We developed our flexible training option to allow our consultants get training without any hassle. Flexible training is the most convenient solution for further training in a timeframe that works for the consultant. Under The Flex Training Option we offers traditional instructor led training in our own state-of-the-art training center or at a virtual location according to the consultant. With top-notch instructors and the blended learning approach of our flexible training service, we provide training on various IT Skills required at the Clients Site.

## 2.4.2 METHOD OF APPROACH

2.4.2.1 Offeror shall clearly provide their written understanding of the City's requirements, specifications, meeting the terms and conditions of the RFP and matching the proposed methods to accomplish the needs of the City;

Cynet Systems understands the terms and conditions stated in the RFP along with the City's expectations from the Vendor. We intend to leverage our IT Staff Augmentation experience and Capabilities to exceed the expectations of the City of Glendale.



Cynet Systems has a clear understanding that the City is looking for the responses from qualified firms to provide technical recruiting and staffing services with the goal to have a group of qualified firms that specialize in technical recruiting and staffing. We believe we are capable enough to provide candidates who are qualified in a variety of information technology positions on an as-needed basis.

Cynet Systems intends to leverage its Staffing capabilities for providing Service Desk, telecommunications, application, server, and network support to the City of Glendale and assures the City that Cynet Systems qualifies the Minimum requirements stated in Section 1.2.1

We understand the Recruiting requirements stated in the RFP in Section 1.2.2 and assure the City that Cynet Systems will abide by all the Special Terms and Conditions specified in section 3.0 of the RFP. Cynet Systems will provide the Placement Guarantee of 90 Days to the City in case the City of Glendale is not satisfied with the performance of the Consultant placed.

Cynet Systems have a clear understanding of the City's requirements and therefore will apply all the necessary systems and processes including Background checks and all the related candidate checks specified in the RFP for delivering the Best resources at a competitive price.

2.4.2.2 Offeror's shall provide a communication plan between key personnel and the City of Glendale;

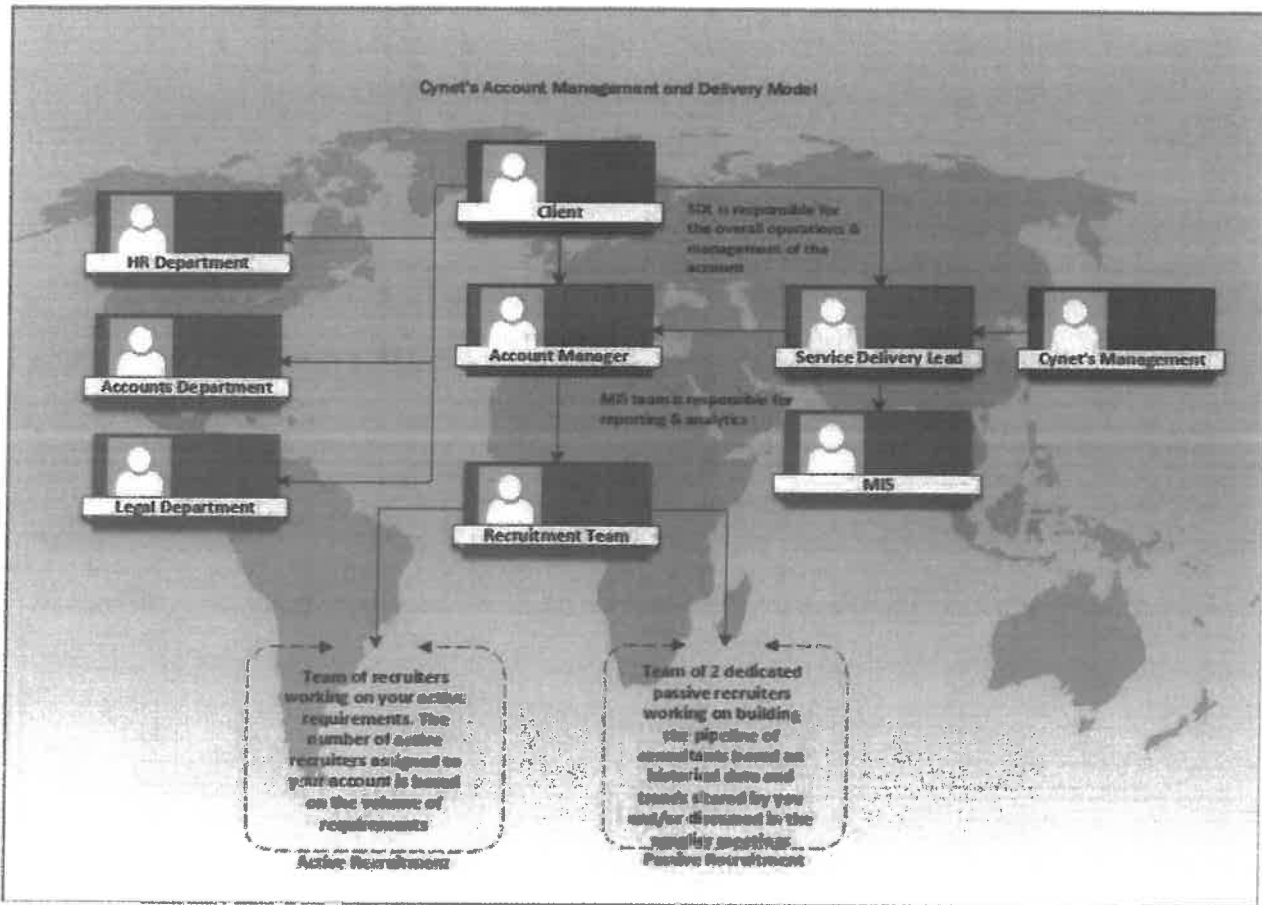
### Cynet System's Account Management Plan

At Cynet we would engage a dedicated team of resources to manage the requirements released by the City and assist them by providing the most qualified talent across HR and IT verticals.

Since we maintain a specialized team of recruiters across diversified industry verticals and platforms, we intend to provide the City with the team of recruiters specialized in IT recruitment to ensure that each submitted candidate is screened appropriately based on their domain expertise and thus reduces the time to fill per requirement. Also, with our proven processes we have been able to maintain a high submission to interview and placement ratio and we would like to extend our proven methodologies to the City to manage the temporary personnel requirements effectively.

Besides the above identified resources we would also assign a dedicated team of active and passive recruiters as identified in the proposed organizational chart based on the volume of the requirements shared by the City of Glendale.

We intend to leverage the following Prospecting to Delivery Model for managing the City's account which has been explained in the image below:



Following would be the roles and responsibilities performed by the Dedicated Cynet Team who would be working for your account:

<b>Roles and Responsibilities</b>	
<b>Management</b>	Cynet's Management and its representatives are responsible for overall operation and management of the National Accounts Program. They are responsible to approve the setup of all new programs internally and closely monitor the progress of the team. All the service delivery leads, either on-site or off-site would report to the management for reviews and progress reports. Management has the right to conduct reviews and quality surveys outside of pre-defined cycles. Management further plays a key role in implementing this 360 Degree feedback received from all stakeholders.
<b>Service Delivery Lead</b>	Service Delivery Lead is SPOC and is in charge of the account and monitors the overall progress of the account. SDL is responsible for attending all customer related meetings, vendor reviews, etc. SDL is also responsible for ensuring overall contract compliance and ensuring the compliance matrices are covered in the team meetings. He also shares a high level and a micro level overview of the contract w.r.t to SLAs (Service Level Agreements), contractor requirements and qualifications, Rate changes, start and end dates of engagements, etc. He is also responsible for the overall performance of the team under the PMO for the assigned account. This resource can either be on – Site (Customers Location) or Off Site (Cynet)

<p><b>Account Manager</b></p>	<p>Account Manager will work closely with the SDL right from the requirement gathering stage until the closure of the position. AM will be well versed with the latest technology trends, sourcing tools like: VMS and other customer portals. He will maintain a good working relationship with the Client / MSP Managers. AMs are experienced in attending (with the SDL) vendor meetings, feedback sessions and are able to translate feedback into action to improve the productivity and quality. Cynet's account managers are also responsible for making sure that the candidate before submission is the right match and meets/exceeds all matrices described by the client. They screen the consultants based on Skills and identify if he fits the customers' culture. Their role primarily includes coordinating all client and SDL side activities and managing a team of resource managers recruiting for his client.</p>
<p><b>Active Recruiter</b></p>	<p>Every recruiter works on the positions diligently and with a dedication to find the best match. Active recruiters will screen and qualify consultants across skills for a given customer requirement. They will demonstrate the ability to negotiate rates, qualify the work authorization status and understand the consultant's technical and functional abilities and preferences. Recruiters will have complete working knowledge of job boards which includes, search type, job postings, folder maintenance etc. They will work on every available tool to source a candidate as per the client requirement keeping into consideration the timeliness and the quality and screen all the candidates received from different sources.</p>
<p><b>Passive Recruiter</b></p>	<p>Passive recruiters are engaged to review the historical data collected during vendor sessions, meeting evaluations etc. They would also collect data like the rates, experience levels and verification requirements etc. Based on these inputs a passive recruiter will use his skills to source and pre-screen consultants and build up a pipeline which can be used by Active Recruiters to shorten the turnaround time if a similar requirement comes up. We have observed that this model ensures that the delivery times are reduced by more than 55%. Every passive recruiter is also qualified and understands all aspects of traditional recruitment and best practices w.r.t compliance and quality.</p>
<p><b>HR Personnel</b></p>	<p>HR Personnel is responsible for coordinating all HR related activities and ensure that they monitor contractor compliance while on the project. They also are in charge of monitoring consultant's progress on the project and attend to all first level issues reported by the employee.</p>
<p><b>Legal/Contracts Personnel</b></p>	<p>Contracts Personnel is responsible for all the legal paperwork, employee/ employer relations, contractor compliance and client contract compliance. They ensure all documents like: MSA, Purchase orders, Work Orders, SOWs etc. are updated regularly. They further ensure work authorization related compliance and filings.</p>
<p><b>Finance Personnel</b></p>	<p>Finance Personnel is responsible for all Payroll and Invoicing related matter. They ensure timely payments to the consultant's w.r.t client side approved time cards. They are also in charge of invoicing and ensuring we comply with all client side policies regarding payment of fees etc.</p>
<p><b>MIS Personnel</b></p>	<p>MIS Personnel is in charge of all data collection and reporting activities. They provide real time data analysis to the management and the SDL to ensure we monitor the client performance in real time and work on areas of concern. They manage all reports w.r.t payments, escalation matters, requirements, resume counts, fill ratios, technologies worked on, team structures etc.</p>

All Accounts at Cynet are managed through our Prospecting to Delivery practice which ensures smooth flow of information within the account team and the client. Following points ensures effective communication throughout the contract term:

### SPOC

We assign a **Single Point of Contact** which is SDL to the client who keeps interacting with the client throughout the contract term. This helps the client in avoiding any miscommunication and gives accountability to SDL to ensure smooth flow of information during the contract.

### Communication modes

Following modes are used for communication with the client:

- Email
- Phone
- In Person meeting

### Communication Lines

As an extension to the delivery model detailed in the earlier section, we have incorporated the lines of communication into our delivery model and process. The table below depicts the type of communication, frequency and ownership of communication. The actual communication frequency is set based on contractual terms and customers request once Cynet is on board as an approved vendor.

Lines	Primary Comm. Point	Ownership	Mode	Frequency
Contract Negotiations	Client	SDL	Email, Phone	Once during Contract Execution
On Boarding (Client)	Client	SDL	Email, Phone	Once during On Boarding
Engagement Reviews	Client	SDL	Email, Phone, In-Person	As Requested by Customer
Change Request	Client	SDL	Email, Phone	As Requested by Customer
Project Reporting	Client	SDL	Email, Phone	As per Customer/ MSP Guidelines
Issue Reporting & Escalations	Client/Consultant	SDL	Email, Phone	Based on Incident
On boarding and off boarding	Consultant	SDL, HR, Legal	Email, Phone, In-Person	During on/ off boarding
Performance Evaluation	Consultant	SDL, HR	Email, Phone	Quarterly
Status updates	Client/Consultant	SDL	Email, Phone	Quarterly
Policy changes	Client	SDL	Email	As Per Change
Payment and invoicing related.	Client	SDL & Finance	Email	As Requested by Customer
HR Contact	Consultant	HR	Email, Phone	Monthly
Client Follow ups	Client	SDL	Email	As Requested by Customer
Consultant Follow ups	Consultant	SDL & HR	Email	As Requested by Consultant

Communication Type	Guaranteed Response time
Response to telephone or voicemail messages	Within 4 hours
Filling of routine temporary staffing requests	Within 24 hours
Reporting of temporary staff absences same day replacement if requested	Immediate. With our strong bench capabilities we would provide a replacement of temporary staff the same day if requested by the City.

Though at Cynet we consider every aspect in eliminating every incident which could cause a concern to our customers and make every effort to avoid any issues and follow proven practices to minimize complaint causing instances, yet in the event of any unforeseen event and/or under unavoidable circumstances we have an internal performance management systems and escalation matrix to resolve any complaint or issues that our customers might face. Below is the performance management, issue resolution and escalation process we follow to ensure successful execution of services.

Performance Management	
<b>Overview</b>	Cynet has internal performance metrics that we monitor and work on to ensure our candidates our performing as per the desired expectations of the client. We ensure that we participates in all vendor meets, consultant meets, project meets and other interactive and performance review sessions to better understand the issues if any.
<b>HR Team</b>	Our HR team reaches out to the consultants in every 2 weeks to review the progress and to ensure that the functional requirements are met throughout the engagement.
<b>Delivery Team</b>	Delivery team collects the feedback from the customer based on surveys, vendor meetings to ensure that the consultant is delivering his duties as per the requirements stated by the client. We collect feedback using survey monkey from our clients and candidates.
<b>Outcome</b>	This 360 degree evaluation of the consultants helps us in categorizing the overall performance of the consultant. If the consultants performs below to the level expected we provide technical mentorship and reference training to help him overcome the weak areas.
Dispute Resolution	
During feedback sessions with client if any concern/dispute occurs Cynet's delivery team ensures issue is effectively managed and resolved within the stipulated time. The team also ensures that all issues reported runs through the SPOC, maintaining a single line of communication. The delivery team escalates the issue to the concerned department and communicates the escalation procedures to the client.	
Escalation Process	
At Cynet we follow a 3 step issue resolution process which is defined below:	
<b>Level 1</b>	Issue reporting: Resource Responsible for the function should provide resolutions with in stipulated SLA's.
<b>Level 2</b>	Escalation to Functional Head: Issues not resolved in 24 hour timeframe are escalated to functional heads.
<b>Level 3</b>	Escalation to Management: Issues not resolved by the functional heads get escalated to the management. Management Representative will provide solution in consultation with other stake holders if necessary.

2.4.2.3 Offeror shall describe method and approach for recruiting technical talent;

## Recruitment Process

Cynet Systems has a rich experience of providing contingent workforce solutions to clients nationally. We have an ability to source the right match meeting the expectations of our customer. Cynet Systems applies its smart strategy



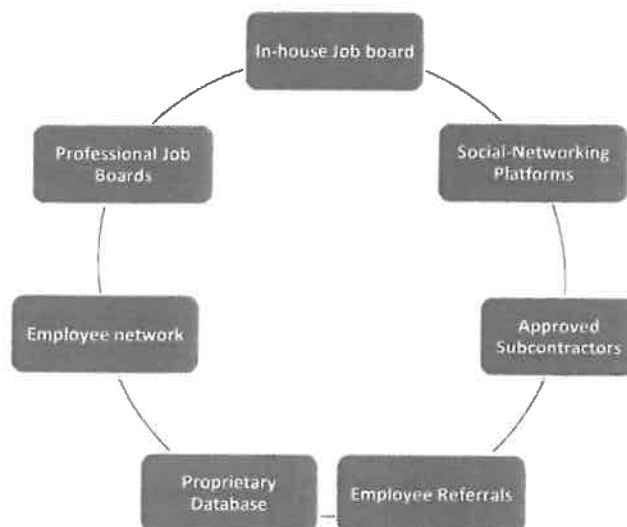
to find the scarce resources possessing the required skill set from the market and provide their resumes in stipulated time to the client.

We have a team of Active and Passive recruiters who keep a constant check on the availability of the experienced candidates in the industry. They are capable enough to source the right candidates through various sourcing tools and give special attention to the requirements specified by the client in respect of Skills and location of job.

Our recruitment process has been developed and designed considering the three vital elements of recruitment (Quality, shorter turnaround and delivery). In order to make sure that our clients do receive the best quality in the shortest time with a guaranteed delivery, Cynet utilizes 'Progressive Recruitment Process' to address any potential recruitment challenges that a customer may face. Progressive Recruitment Process (PRP) caters to hiring quality talent and help clients manage the resources in an efficient way.

Our progressive recruitment process also helps the consultants plan their career and move towards a pre-defined career goal. The 'PRP' is broken down in to two sections:

### 1. Sourcing Methodology



Our recruiters primarily reach out to the domains listed above to find the right match to the requisition raised. This helps us save time, evaluate more candidates for the same opening and have a healthy competition amongst the consultants.

**In-house Job board:** Cynet has developed an in house job board which has a viewership of more than 5000+ visitors a month. This job board is available to anyone on the internet and the viewership contributes and compliments our recruitment priorities and goals.

**Proprietary Database:** Cynet over the years have developed a database of more than 10000 prospective consultants. This database is maintained with respect to the location and the skill expertise of the consultant. The saves recruiter's time and help him evaluate more candidates.

**Employee network:** Cynet has an active and inactive employee network of more than 10,000 consultants. These consultants are connected with us through our Consultant Relationship Management team who keeps connecting with the past consultants through calls, mails and social networking platforms and keep themselves posted about

their professional preferences and career choices. The team manages and maintains a database of these consultants highlighting their availability, goals and interest, skill expertise, customer satisfaction report etc.

**Professional Job Boards:** Cynet Systems’ Resource Management Group or the recruitment team is fully equipped with online recruitment solutions like: Professional Job Board ID’s, Mass mailing software’s etc. Our recruiters use following job-boards to source candidates:

- Monster
- TechFetch
- Dice
- Beyond
- JobDiva
- Indeed
- LinkedIn
- Career Builder

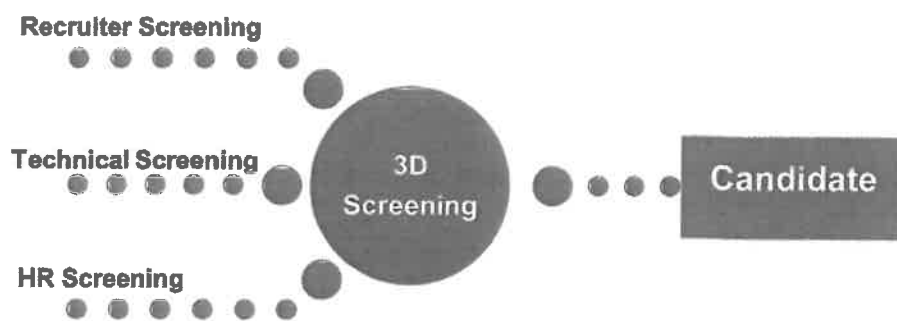
**Social-Networking Platforms:** Cynet’s Consultant Relationship Management team manages and operates operational networking platform. We reach out and stay connected with our connections via LinkedIn, Twitter and Facebook. Our recruiters utilize these platforms to source quality consultants within our huge network.

**Employee Referrals:** Cynet has maintained a strong relationship with our consultant over these years through our Consultant Relationship Management team. Our team aggregates almost 30% referrals from our employees every FY year.

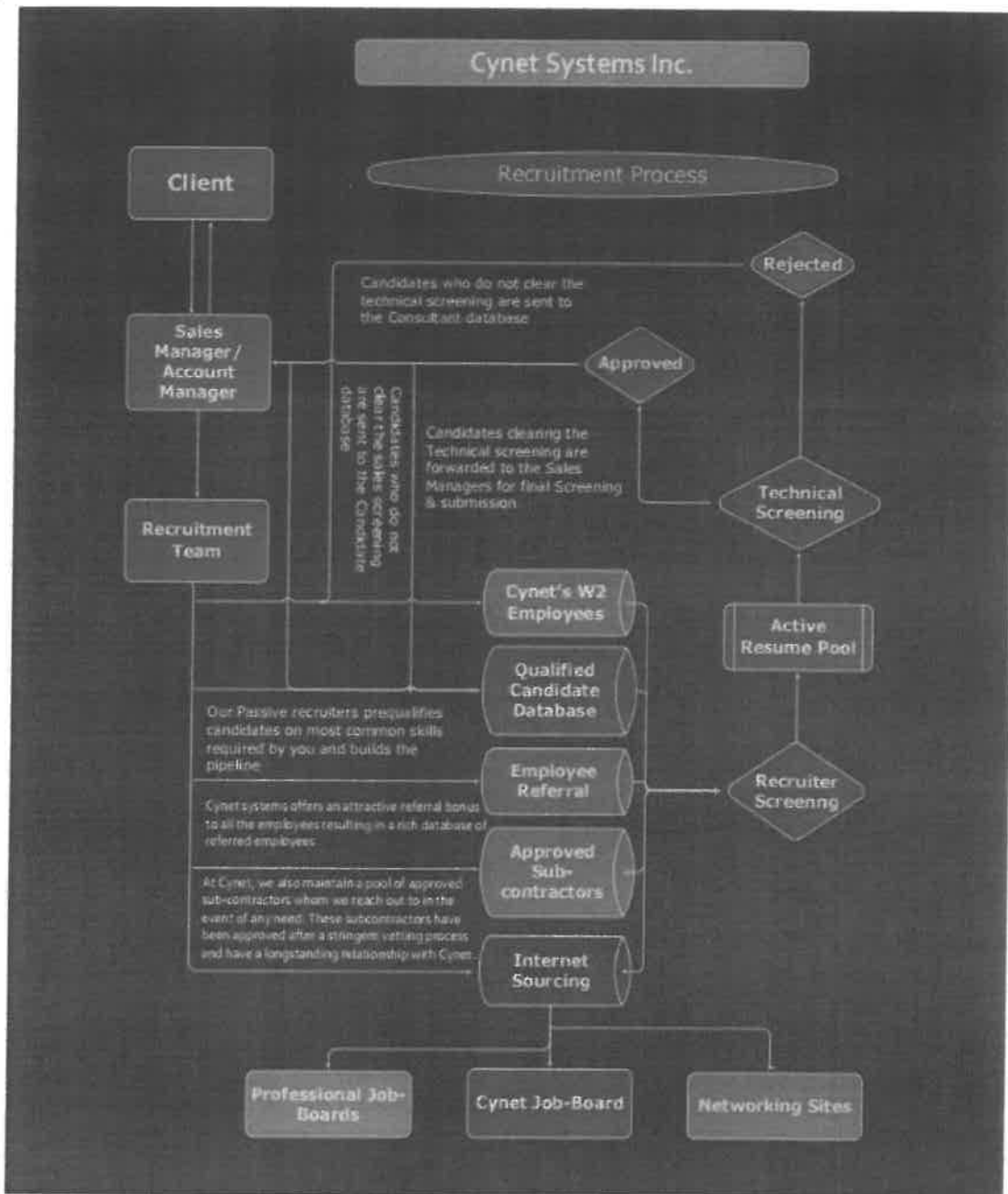
**Approved Subcontractors:** Our RMG Group manages 30 approved sub-contractors based on skill, servicing locations, years in business, payment terms and many other relationship-driving factors. We have worked with such companies in the past and have contracts signed with these consulting firms.

## 2. Screening Process

Every candidate selected during the sourcing process is considered for the requisition and goes through a three level screening process as explained below:



We have further explained our Recruitment process with the following image:



Cynet under the Prospecting to Delivery Model intends to engage the following key resources will be primarily responsible to deliver recruitment and account management expertise to the City and its member organizations and smooth business operations. At Cynet, we would engage a dedicated team of resources to manage the requirements released by the City and assist them by providing the most qualified talent across IT verticals.

Since we maintain a specialized team of recruiters across diversified industry verticals and platforms, we intend to provide the City with a team of recruiters specialized in IT recruitment to ensure that each submitted candidate is screened appropriately based on their domain expertise and thus reduces the time to fill per requirement. In addition, with our proven processes, we have been able to maintain a high submission to interview and placement ratio and we would like to extend our proven methodologies to the City of Glendale to manage the temporary personnel requirements effectively.

Our Active Recruitment Team use both traditional and nontraditional strategies such as use of cold calls, contests, former employees, group interviews, Internet searches, job offers to stellar employees of other businesses, mentors, most-wanted lists, previously overlooked applications, referral incentives, social networking sites and special-interest meetings. We believe that a successful recruitment strategy is the mix of the best traditional and traditional methods of recruitment and thus use a blended technique to source and recruit the best talent of the market in a short span of time.

2.4.2.4 Offeror shall describe how a candidate's technical skills are identified, assessed, and validated;

As a leading-edge provider of It Staff Augmentation services to clients both small and large, Cynet Systems understands today's technology trends and directions — and maintain relationships with deeply skilled, highly proficient IT experts all over the United States. To ensure quality of the personnel we conduct various tests based on the nature of the job and client's requirements, however some of the common tests we run for our candidates are:

- Computer Proficiency
- Language Proficiency
- Aptitude Tests
- Task-specific job knowledge and skills

MIS team of Cynet Systems administers the technical screening where the assessment is done using Prove IT and Review Net to test the technical abilities of the consultant. The candidate under this screening is assessed on all the technical skill sets primarily to ensure the candidate is capable of performing the job requiring the niche technical skill. Assessment scores are relayed on customer request.

The Skills validation process also includes SME Screening which is done by the resources whom we on board after a formal vetting process. This vetting process includes testing, evaluation, in-person interviews, Skype interviews, review of current project status, past employment checks, certifications and reference checks. SME's conduct assessment of the shortlisted candidates to further ensure that the capabilities of the candidate match the requirement of the customer.

Our technical expert pool of SMEs are from an individual technical group like: ERP, Data warehousing, Microsoft Technologies, Java Technologies, etc. These SME's have been associated with Cynet Systems for a long time and are mostly involved at client sides on various senior level roles. They are certified in their individual technical space and have proven their technical abilities in the past. All our employees in our SME Pool come with at least 10 + Years of work experience. The technical screening involves the following: -

- Tech Check with the help of **questionnaires** developed in house
- Tech Check through a **3rd party testing company** like ProveIT.com, Brain bench
- Review of consultants **write up based on the job description**
- Review of any **sample work/ codes** etc. the consultants may have submitted

In order to asses specialized skills our HR team validates the candidate's skills and competencies through Aptitude test, Group Discussions, Skill tests, online tests, Personality test followed by process head and HR interview.

2.4.2.5 Offeror shall describe types of testing conducted and screening processes used, prior to selecting a candidate in their temporary staff pool:

At Cynet we follow a 3D screening process where every candidate before being submitted to the client goes through a stringent screening process. In order to ensure the candidate is not only a technical but also a cultural fit to our clients we conduct screenings by the recruiter, SMEs and the account manager.

Every candidate selected during the sourcing process is considered for the requisition and goes through a three level screening process as explained below:

- **Recruiter Screening**
- **Technical Screening**
- **Account Manager Screening**

1. **Recruiter Screening:** This screening does a first level screening and segregate qualified resumes from the total pool. At this stage the requirement is discussed with the candidate and the recruiter screening is done on the following matrices-

**Initial match:** Technical basics, verification of any relevant certifications and validity

- **Availability:** Location preferences and available dates for joining and interviews
- **Work authorization:** Paperwork qualification as per the job.
- **Client Feedbacks:** Feedback is evaluated from past assignments

2. **Technical Screening:** This stage involves where our technical domain experts engage with the shortlisted consultants to screen their technical abilities. Our technical expert pool consists of SMEs from an individual technical group like: ERP, Data warehousing, Microsoft Technologies, Java Technologies, EMRs etc. These SME's have been associated with Cynet Systems for a long time and are mostly involved at client sides on various senior level roles. All our employees in our SME Pool come with at least 10 + Years of work experience. The technical screening involves the following:

- Tech Check with the help of questionnaires developed in house
- Tech Check through a 3rd party testing company like ProveIT.com, Brain bench
- Review of consultants write up based on the job description
- Review of any sample work/ codes etc. the consultants may have submitted

3. **Account Manager/HR Screening:** Shortlisted resources, then move for HR Screening right after which they are submitted to the Clients for consideration against the requisition. AMs are responsible for the following:

- Overall screening - Technical and non-technical aspects
- Culture fit and Soft Skills screenings
- Soft Reference Check: All the consultants considered for final client submission and consideration also submit their last 3 references from any previous projects. Our Account Managers would individually choose any 2 of 3 references and contact them to get a consultant snapshot from his past employers.

**Additional Screening:** Based on customer requirements, Cynet Systems also conducts the following: -

1. Background checks
2. Drug Test
3. Criminal check - if required
4. Validate candidate's education and certifications

2.4.2.5 Offeror shall describe their method of approach to tracking temporary staff attendance;

### Temporary Employee Attendance

At Cynet we maintain a centralized system to manage all the recruitment, staffing, attendance, payrolling and invoicing initiatives. We manage our consultant's attendance through our web based portal where all the consultants have to upload their timesheets and based on the approval from our clients we ensure that we would compute the salary accordingly. In addition, our W2 consultants are required to send their approved timesheets to our accounts department which ensures the authenticity of attendance captured in our Centralized Database.

These time keepings records include information regarding the employee, the work week, the hours worked each day, the basis of pay, the regular rate, straight time and overtime compensation, deductions and additions to wages, the applicable pay period, the wages paid each pay period, and the date of payment.

Our dedicated account management team is responsible for identifying the absenteeism issues and report directly to the client in advance. We have a dedicated SPOC who remains in touch with the consultants and assist them in their attendance issues. We always ask the consultants to raise a vacation request in our centralized portal after getting it approved from the Client in order to avoid any confusion.

Communication Type	Guaranteed Response time
Reporting of temporary staff absences same day replacement if requested	Immediate. With our strong bench capabilities we would provide a replacement of temporary staff the same day if requested by the City of Glendale

The guarantee above have been proposed based on our capabilities and proven record and we take every measure to ensure we meet our commitment, however in case of any unforeseen event if we are not able to meet any commitment we will notify the City immediately as soon as we are notified. To avoid any such issues we also have an escalation process where any unresolved query/issue which has not been addressed within the guaranteed time frame is escalated to the management thus involving them in providing a resolution to our customers.

A validated attendance information is important for billing purpose therefore the consultants of Cynet Systems are required to submit the timesheets twice in the following manner:

- Submit the timesheet with details through centralized portal of Cynet Systems.
- Send the Approved Timesheet to the accounts department after getting it approved from the Manager at Client Location.

2.4.2.7 Offeror shall describe the communication process used to notify the City of an assigned temporary staff's absence;

Cynet Systems takes care of recording and reporting employee absences for our clients. We understand the requirements for reporting absences, early departures, and unscheduled absences to maintain efficient & effective operations and therefore undertake following steps to record and notify the City of an assigned temporary staff's absence:

- We instruct the Employees to record attendance and absences in our centralized Portal and Client Site attendance portal (If applicable)

- We ask the consultants to notify the immediate supervisors about the reason of absence who are responsible for reviewing and verifying attendance records.
- In case the Consultant is unable to notify the client supervisor, the Dedicated Account Manager for City of Glendale will notify the City about the absence of the consultant and the valid reason for the same.

Such notifications are usually written to avoid any future attendance issues. There may be several reasons for the employee's absence however we try to avoid frequent absenteeism and take the preventive actions in advance. We have incorporated an attendance policy for temporary employees which include all the necessary policies and procedures for taking both planned and unplanned leaves, recording and notification etc.

In case of frequent absence issues if the client wish to replace the consultant we are always open to provide a replacement of the absent consultant within a stipulated time. The replacement guarantee is mentioned in other sections of this RFP for your reference.

### 2.4.3 CAPACITY OF OFFEROR - KNOWLEDGE OF PHOENIX MARKET

2.4.3.1 Offeror shall provide three (3) recent (within the last 3 years) client/customer references from organizations of similar size and scope to the City for the services described herein. Include:

2.4.3.1.1 Name of Organization;

2.4.3.1.2 Contact Name and Title

2.4.3.1.3 Service dates:

2.4.3.1.4 Number of temporary positions filled;

2.4.3.1.5 Number of recruitments conducted and positions filled;

**With over 1000 consultants placed with various clients in Government, Healthcare & Life Sciences, Engineering, IT etc., Cynet has formed valuable partnerships with all of its customers and have a large network for clients who can vouch for our performance.**

We would like to propose the following client references whom we have supported in the government, IT and life sciences, engineering and commercial space:

#### Reference 1

Name of Organization	HCL America
Contact Name and Title	Praveena Chembottil- Resource Manager
Service dates	2011-Ongoing
Number of temporary positions filled	2500
Number of recruitments conducted and positions filled	4000

## Reference 2

Name of Organization	Larsen & Toubro
Contact Name and Title	Rima Issac- Talent Acquisition Specialist
Service dates	2011- ongoing
Number of temporary positions filled	800
Number of recruitments conducted and positions filled	2000

## Reference 3

Name of Organization	Virtusa Corp
Contact Name and Title	Vidya Raghavan- Manager
Service dates	2013- ongoing
Number of temporary positions filled	300
Number of recruitments conducted and positions filled	1200

## 2.4.3.2 Offeror shall describe their knowledge of the Phoenix market;

Cynet Systems is a nationwide provider of information technology and engineering recruiting and staffing services. We have built our business on a set of recruiting and business principles that ensure the success of our IT consultants and our clients. Among those principles are experience, honesty, reliability, intelligence and integrity. As experienced IT recruiters, we have worked directly within the industries that we now serve, both in government organizations and private companies. Our understanding of both the IT industry and the staffing and recruiting industries is at the core of our ability to perfectly serve our clients' interests. Rather than forcing the attention away from productivity, our contract and contract-to-hire IT staffing services are designed to take the human resources burden from the client so that they can focus on the bottom line. Because our business is built on the trust of our clients and candidates, we deal with all of our partners with honesty and fairness.

Identifying, evaluating and hiring top talent in the field of information technology can be a daunting task for human resources specialists and hiring managers. At Cynet Systems, our expert IT recruiters can make the process painless. We assist our clients by offering top-flight IT personnel in **Phoenix, Arizona** and throughout the U.S. IT employees and contractors are available to assist our clients on a contract, contract-to-hire and permanent placement basis and possess myriad technology- and programming-specific skills.

Cynet Systems has focused on forming lasting relationships with companies, organizations, and job candidates throughout United States and the surrounding communities. Our recruiters continually maintain their leading-edge recruiting knowledge by attending national seminars and workshops.

Cynet Systems' experience in staffing is based upon an extensive knowledge and understanding of the many factors that affect the workforce and workplace performance. At Cynet we are committed to understanding the workplace needs of our customers and employees and unite them in ways that result in ultimate performance and surpass end user expectations.

Because Phoenix is a burgeoning city with a well-developed business climate, there are a number of businesses in the region, including both high-tech companies and firms in other industries that require advanced internal IT processes and personnel. We seek to provide the highest level of expertise through our experienced coders, IT professionals and business analysts to Phoenix and throughout Arizona.



With many years of experience in the information technology staffing realm, the recruiters at **Cynet Systems** bring a level of expertise that is unparalleled in the industry. Over the years, we have provided technology staffing and hiring assistance to private companies, publicly-traded firms and government agencies in Arizona and surrounding areas. We know and understand the local business climate and employment market, and have a unique familiarity with area companies. Our IT contractors are all thoroughly screened prior to beginning a consulting arrangement and, in many instances, are available on a permanent placement basis.

**Some of the IT Skills for which we provide IT staffing:**

- ✚ Core Dossier
- ✚ EZ Subs
- ✚ Crystal Reports
- ✚ DBA
- ✚ CRM
- ✚ C++
- ✚ Quality Assurance
- ✚ XML
- ✚ C#.net
- ✚ ADO.net
- ✚ Visual Studio.net
- ✚ Visual Basic (VB)
- ✚ ASP
- ✚ Java
- ✚ J2EE
- ✚ Lawson
- ✚ C#
- ✚ Database Design
- ✚ Database (DBA)
- ✚ Network Engineer
- ✚ Network Administrator
- ✚ Six Sigma
- ✚ RUP
- ✚ PeopleSoft
- ✚ .Net
- ✚ ASP.net
- ✚ VB.net
- ✚ ERP
- ✚ Oracle
- ✚ SAP

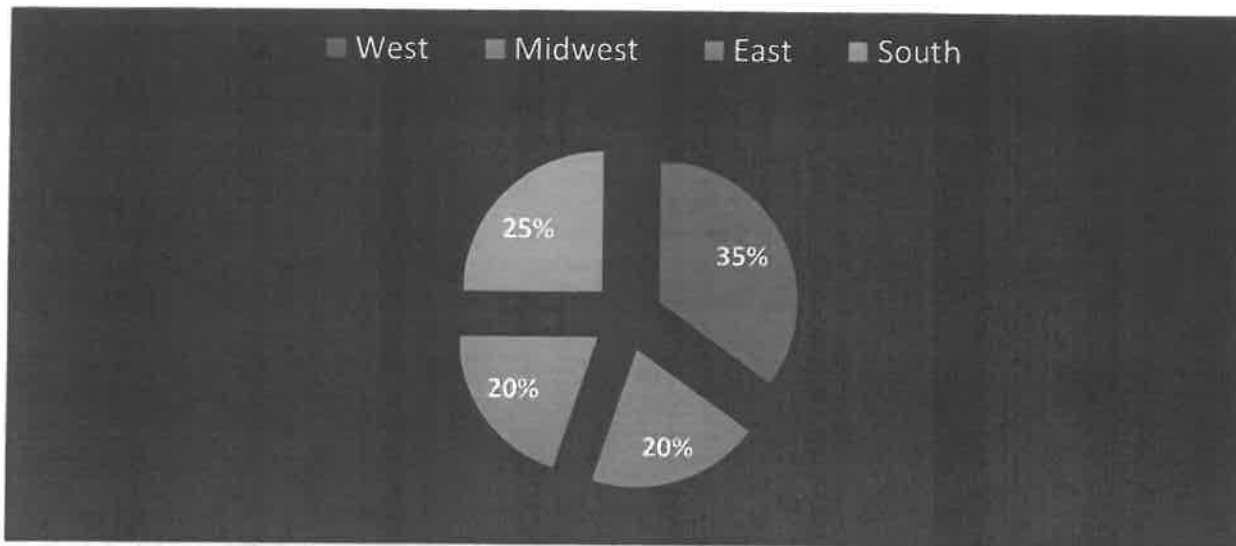
We have a deep network of local, regional, and national sourcing channels that permit us to secure the best talent available for our clients. Our broad experience base and industry-focused search consultants bring added value to those companies seeking to recruit top talent in the Arizona area.

Cynet Systems with a strength of around 1500+ Bench Candidates and 15 subcontractors available in Western and Midwest regions of United States has a capability of serving the Staffing needs of its clients in these regions. Cynet Systems is working with top leaders of the industry and are delivering quality results due to which Cynet is now a preferred supplier to most of its clients. We have successfully placed over 200+ consultants across these clients and about 1000+ consultants till date in Western region. We are supporting the following clients locally in areas surrounding Arizona:

Company	Location
Avnet	Arizona
Banner Health	Arizona
Intuit	Arizona
USAA	Arizona
CH2M Hill	Colorado
Frontier	Colorado
Western Union	Colorado
Caesars Entertainment	Nevada
Agilent Technologies	California
Amgen	California
Chevron	California
Cisco Systems	California
Gap	California

Gilead Sciences	California
HP	California
Molina Healthcare	California
Disney	California

## CONSULTANTS SPREAD ACROSS NORTH AMERICA



Cynet Systems intends to provide staffing and recruiting services throughout Arizona. Some of the other cities in which we could provide services in Arizona include:

- Phoenix
- Tucson
- Mesa
- Glendale
- Scottsdale
- Tempe
- Flagstaff

2.4.3.3 Offeror shall describe their turnover rate of temporary assignment employees and retention rate for recruitments;

At Cynet Systems our mission is to exceed expectations by providing exceptional temporary employees that deliver on our customer's production, quality, and safety performance standards. With 6 years of successful service, Cynet Systems is focused on serving a broad range of Fortune 1000 Companies in United States. Due to outstanding services and Temporary employee benefits, we have a turnover rate of less than 3% with a retention rate of 97%.

#### 2.4.4 PLACEMENT GUARANTEE

2.4.4.1 Offeror shall describe their placement guarantee;

##### Placement Guarantee

Cynet Systems identifies and recruits qualified candidates for satisfying the staffing needs of its renowned clients. Our Professional Placement Guarantee is prorated within a 90 day period. Our consultants stay in touch regularly with the clients and candidates during this three month period to help iron out any wrinkles. If the City of Glendale is not completely satisfied with the candidate that we provided, within a 90 day period, Cynet Systems will find a replacement at no extra charge. At Cynet Systems, finding you the perfect fit for your company is not only our goal, but it's our guarantee.

2.4.4.2 Offeror shall describe their process to address a situation where the City is not satisfied with the temporary staff placed;

We at Cynet understand that no matter how much screening, reference checking and overall risk minimization is done throughout the process of choosing the right candidate, there is still always going to be an element of risk/circumstances out of control, that may result in the candidate initially chosen, not being able to fulfill the expectations of the position.

Cynet provides a replacement guarantee scheme under which standard 2 week performances warranty is offered for all the consultants from the start date of the project. In case the consultant is found to be unsuitable for the position and the client informs us of the same within the first 2 weeks from the start date, we replace the consultant with another suitable consultant who is better in terms of skills and knowledge, than the initial candidate.

PS: We shall not charge the client for the hours of the candidate so found unsuitable. We can also offer to not charge for the replaced candidate until the time he/she picks up work and comes up to the same level as the candidate he has replaced.

2.4.4.3 Offeror shall describe their process and replacement policy to address a situation where a temporary staff position leaves prior to the end of the assignment;

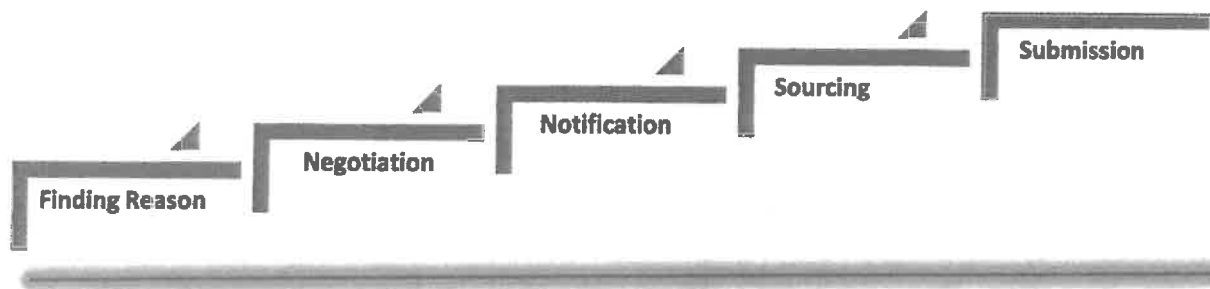
##### Replacement Process and Policy

Over the years Cynet Systems have provided advanced solutions to its clients after understanding their business issues. Our Proactive and matured recruitment process and a team of highly experienced recruiters consistently meet and exceed our client's expectations and deliver exceptional results for our customers. Cynet Systems understands the occurrence of unforeseen circumstances and therefore remains ready with the solutions for all such issues that our client might face. Although Cynet has less than 2 % attrition rate but it understands the occurrence of unexpected events where we might have to fill the unexpected vacancies of candidates.

Our Experienced team of Active and Passive recruiters work dedicatedly in creating a pipeline of candidates for such urgent requirements. Cynet Systems has one of the largest Bench of candidates available on national basis that help us to **fill in a position within 24 hours**. We help our clients by **sourcing and providing resumes for the available position within 2 hours**.

At Cynet we understand that there could be an out of control element due to which the candidate might leave the project before completion. For any such instance we **provide an equally qualified replacement within stipulated time.**

Cynet Systems believes in 100% completion of the Projects and therefore have a dedicated Consultant Relationship Management Team that takes care of maintaining relations with the Consultants to avoid such cases of Consultants leaving projects before completion. As soon as our dedicated Account Manager receives a notification about the desire of the candidate to leave, we initiate the following process of backfilling the vacated position:

**Finding Reason:**

Our CRM Team reaches out to the consultant and find out the real reason behind the decision of the consultant leaving the project before completion. There might be different work related and/or personal reasons due to which the consultant might have decided not to continue with the client.

**Negotiation:**

Our CRM Team member during the process tries to negotiate with the consultant to allow sometime to find another replacement for the client in order to avoid the hindrance in the project. Negotiation is done keeping in mind the crucial importance of knowledge transfer with the replacement for the successful completion of the project.

**Notification:**

Once the negotiation is done, the Account Manager notifies the Client about the sudden vacancy created due to such unforeseen event of Consultant leaving the project. All the necessary information related to the reason behind leaving, Last date of consultant, formalities etc. are communicated for an easy exit of the consultant.

**Sourcing:**

Our Team of both active and passive recruiters' starts head hunting for the urgent position. Bench Candidates are always given preference as our Team creates a pipeline of qualified candidates on a regular basis after carefully evaluating the candidates for future requirements. Their focus is on finding a replacement at a same rate with the same or better qualifications. All the sourced candidates are carefully evaluated keeping in mind the recruitment parameters of the client.

**Submission:**

The Selected Consultant after going through the rigorous filtering sessions is presented to the Client and after final selection is introduced to both onsite and Offsite team. The replaced consultant is provided regular support and training so that he could quickly begin with his job and starts contributing with his skills and experience.

Our HR SPOC remains in constant touch with the consultants in order to avoid the issues which leads to such urgent Vacancies. Performance Evaluation and Training initiatives are adopted by Cynet Systems so as to ensure the satisfaction of both Consultants and Clients.

*Thank  
you*



**EXHIBIT B**  
**TECHNICAL RECRUITING & STAFFING**  
**COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

Temporary Technical Staff Positions: Cynet Systems Inc. shall charge the City 25% on top of the candidate's hourly rate as reflective on the attached Exhibit B.

Direct Hire: Cynet Systems Inc. shall charge the City a 20% fee for Direct Hire staff. Exact percentages are reflected on the attached Exhibit B.

**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 \$300,000 for the entire Term.

**DETAILED PROJECT COMPENSATION**

The City may use this Contract to fill certain IT positions across all departments. The attached Exhibit B provides additional information for how the direct hire and temporary technical staffing positions will be calculated.

## 2.3.3 PRICE SHEET, Section 5

**DIRECT HIRE:**

Technical Job Title	Approximate Phoenix Market Annual Salary	Rate (*Percentage Charged to City)	Current Candidate Pool Available
Systems Analyst	40k	20%	15
Systems Administrator	55k	20%	20
Network Engineer	75k	20%	35
Database Administrator	60k	20%	
Network Engineer (SCADA Experienced)	85k	20%	8
Control System Engineer	50k	20%	10
<b>Add additional positions (add new sheet if needed):</b>			
Java Developer	90k	20%	31
Programmer Analyst	60k	20%	22
SAP Consultant	100k	20%	28
Oracle DBA	75k	20%	24
VMWare Admin	80k	20%	20
Application Support- Help Desk Engineer	40k	20%	50
C++ Developer	95k	20%	15
Data Architect	120k	20%	10
IT Consultant	95k	20%	12
Network Architect	120k	20%	15

**TEMPORARY TECHNICAL STAFF**

Technical Job Title	Technical Job Description	Able to provide candidate within (x) days of request	Candidate's Hourly Rate (A)	Contractor Mark-up charged to the City (B)	Total Hourly Rate Charged to the City (A x B)
<b>Systems Analyst 1-3 Years</b>	Defines application problem by conferring with clients; evaluating procedures and processes, Validates results by testing programs & Provides reference by writing documentation	1 Day	\$35.00	25%	\$43.75
<b>Systems Analyst 3-6 Years</b>	Analysis, design, configuration, development, maintenance, on-going support of the Enterprise Data Warehouse utilizing IBM	1 Day	\$45.00	25%	\$56.25

	analytics tool suites, maintaining ETL processes and supporting applications deployed in a RHEL environment using IBM HTTP Server				
<b>Systems Administrator</b> <b>2-3 Years</b>	Manage DNS infrastructure, Plan, modify, and redeploy Active Directory, Support and maintain printers both local and network for all users, Traverse and operate in a virtualized server environment which includes VMware and Citrix XenServer, Maintain Antivirus infrastructure etc.	1 Day	\$40.00	25%	\$50.00
<b>Systems Administrator</b> <b>3-6 Years</b>	Responsible for effective provisioning, installation, configuration, operation, and maintenance of systems hardware and software, and related infrastructure, participates in technical research and development to enable continuing innovation within the infrastructure, ensures that system hardware, operating systems, software systems, and related procedures adhere to standards; ensuring maximum productivity for IT staff and users.	1 Day	\$45.00	25%	\$66.25
<b>Network Engineer</b> <b>3-5 Years</b>	Management and troubleshooting of firewall and switches, Layer 1 through 7 WAN and LAN troubleshooting, Manage and maintain network and system security logs collection, correlation and reporting, Wireless and wired network management, Work with Engineering, and Operations teams to define and document network standards and architecture	1 Day	\$45.00	25%	\$66.25
<b>Network Engineer</b> <b>4-6 Years</b>	Designs, configures and upgrades network infrastructure, including switches, routers, access points, firewalls, VPNs, load balancers, wireless infrastructure, servers, storage and other related appliances, Designs and implements network guidelines and performance (QoS, Security, Network Monitoring) and	1 Days	\$50.00	25%	\$62.50



	create/maintain network records, drawings, and documentation, Works with third-party carriers, vendors, and suppliers to resolve network issues and plan for growth				
<b>Database Administrator</b>  <b>1 – 3 Years</b>	Maintain ERP master data including new item setups, bom's & routings, Coordinate data updates for program transfers between internal locations under the guidance of the Senior Database Administrator, Ensuring data integrity and following proper policies and procedures with regard to updates in the database, Maintain MongoDB instances and infrastructure for a massive, high-throughput transactional system, Troubleshoot performance optimization in MS SQL 2005/2008/2012 databases and stored procedures as well as MySQL and MongoDB, Backup and restore procedures for SQL Server, MySQL and MongoDB databases using various backup strategies	1 Day	\$40.00	25%	\$50.00
<b>Database Administrator</b>  <b>4-6 Years</b>	Configuration, management, monitoring, maintenance and troubleshooting of SQL Server 2008 R2 and newer MSSQL databases, supporting MySQL, PostgreSQL, MongoDB or NoSQL environments, Manage SQL Clustered and high availability environments, Manage, design and implement database backup, recovery and high availability strategy, Develop and maintain T-SQL procedures, views, functions, and other scripts in support of product development, customer reporting, and database administration requirements.	1 Day	\$48.00	25%	\$60.00
<b>Network Engineer (SCADA Experienced)</b>	Conducting complex network system administration and design engineering activities to maximize network connectivity and capacity, Forecasting network / equipment needs and recommending appropriate configurations, Planning, ordering, programming	2 days	\$58.00	25%	\$72.50



	and deploying network radios and components, Forecasting network / equipment needs and recommending appropriate configurations, Providing technical leadership and expertise to less experienced customers and engineers, Provide maintenance and troubleshooting for client-site networks, Performing cost justification studies				
<b>Control System Engineer</b> 4-6 Years	Development and implementation of attitude determination and control algorithms, anomaly resolution, spacecraft telemetry trending, and generation/validation of operational products related to attitude determination, responsible for performing technical analysis to support flight operations and inform design decisions for future spacecraft, build ground testing equipment for concept validation and have the opportunity to take designs from scratch to space operation etc.	1 Day	\$40.00	25%	\$50.00
<b>Add additional positions (add new sheet if needed):</b>					
<b>Java Developer</b> 2-4 Years	Design and implementation of RESTful web service APIs for use by both internal and external developers, Design and implement data transformation processes to prepare data for use by the API, Follow existing standards and conventions of our API platform and help drive future conventions, Provide production support, including on-call support as required	1 Day	\$40.00	25%	\$50.00
<b>Java Developer</b> 4-7 Years	Participate in the entire development life cycle, from concept to release, Implement new features and improve the ones already built, Participate in all phases of quality assurance and defect resolution	1 Day	\$50.00	25%	\$62.50

<b>Programmer Analyst</b>  <b>2-4 Years</b>	Efficient programming and testing of all new system and programs, Updating existing programs and assisting operations in resolutions of error, Providing training on informational tools and systems available, Evaluating and recommending program changes	1 Day	\$55.00	25%	\$68.75
<b>Programmer Analyst</b>  <b>4-7 Years</b>	Write custom reports and test functionality (with ACCESS AND .NET), Write code to create single-threaded or user interface event driven applications, including: Stand-alone, those which access servers or services, create queries, design Macros and VBA programming, Design, implement, and test database schemas, Maintain stored procedures and monitor activity in SQL server, Maintain AS400: Add users, reset workstations, clear queue-based subsystem, Support manufacturing, purchasing, sales, R&D and finance on any existing or new projects.	1 Day	\$55.00	25%	\$68.75
<b>SAP Consultant</b>  <b>4-6 Years</b>	Perform difficult maintenance and problem handling activities and requested Time and Materials Basis Consulting, Accurate and timely time reporting, Provide recommendations and guidance for the tuning and optimization SAP landscape, Manage the SAP router configuration for SAP support, Develop and maintain clear and concise documentation	1 Day	\$60.00	25%	\$75.00
<b>Oracle DBA</b>  <b>6-8 Years</b>	Install, setup & configure Oracle 11g and 12c databases, administer and troubleshoot Oracle databases including security patching, SQL tuning, capacity planning, and schema design, Perform Oracle Grid Control installation, configuration (Monitoring and Provisioning), patching and maintenance, Perform backup and recovery procedures using RMAN,	1 Day	\$50.00	25%	\$62.50

	implement, maintain, and monitor Data Guard etc.				
<b>Oracle DBA</b> <b>7-12 Years</b>	Provide technical guidance to development and DBA team for the Oracle Database, Oracle E-Business Suite, Oracle Business Intelligence and Oracle Fusion Middleware, Lead Oracle database and application infrastructure projects, Mentor the DBA team members, Ensure SLA, SOX and compliance standards are met in all the work performed, Install, maintain & setup Oracle Enterprise Manager (OEM) monitoring framework, Document and maintain all DBA processes and procedures, Be available 24x7 for production on-call, participate in on-call rotation and weekend maintenance work	1 day	\$55.00	25%	\$68.75
<b>VMWare Admin</b> <b>2-4 Years</b>	Oversees, plans and provides support for highly complex system and database administration, Coordinates with client management to formulate highly complex technical solutions, Identifies solutions based on client needs, Evaluates products and upgrades for appropriateness of cost and compatibility, Oversees and implements system upgrade strategies, Leads the design, implementation and maintenance of highly complex solutions, Conducts capacity planning reviews with management and approves capacity plans formulated by junior personnel.	2 Days	\$35.00	25%	\$43.75
<b>VMWare Admin</b> <b>7-10 Years</b>	Responsible for configuration, design, maintenance, monitoring, and support of the overall VMware environments including Corporate and engineering clusters, managing documentation and policy and procedure compliance for IS systems related to the VMWare environment, participate in technical cross-functional meetings, strong commitment to process and understanding of	2 Days	\$55.00	25%	\$68.75

	change and configuration management principles				
<b>Application Support- Help Desk Engineer</b>  <b>1-3 Years</b>	Providing On site customer support, Web application helpdesk support, Quickly understand and troubleshoot large scale applications, Troubleshoot application issues with end users, Assist with application deployment installation, Test new application releases	1 Day	\$25.00	25%	\$31.25
<b>Application Support- Help Desk Engineer</b>  <b>3-5 Years</b>	Perform first level problem determination to identify and isolate failure point including hardware, network, application, training and / or documentation, Work as part of a high performance support team to ensure that system enhancements and defect corrections work properly and meet the user's requirements, Resolve product support questions, issues, and failures, Maintain strong adherence to Service Level Agreements, Review and update knowledge base and technical support documentation to reflect current technical information on product, Support organizational metrics to indicate individual and departmental performance to requirements.	1 Day	\$35.00	25%	\$43.75
<b>C++ Developer</b>  <b>3-5 Years</b>	Write stable, robust C applications and libraries for a variety of platforms, Engage in reverse engineering of existing applications and libraries, Audit the code of peers for potential flaws and security concerns, Thoroughly document, in a manner suitable for widespread publication, results of research and development efforts	1 Day	\$50.00	25%	\$62.50
<b>C++ Developer</b>  <b>5-7 Years</b>	Senior design lead for the global options execution platform; proposing design ideas, gaining consensus across the global team, ensuring non-functional requirements are met, Delivering solutions which are operationally stable, Leading and responsibility	1 Day	\$55.00	25%	\$68.75

	for delivery of key functionality initiatives within the platform, Contribute to the global options execution platform vision and play an instrumental role in shaping the future of technology for the group, Collaborate with remote development teams to implement trading frameworks, algo containers and automated testing solutions, Establish software development and project execution standards across the team, Develop the low latency co-located execution platform – primarily C++ and low latency messaging				
<b>Data Architect</b>  <b>5-7 Years</b>	Participate in the creation and analysis of business functional requirements, provide guidance on how to meet the requirements, translate them into technical design specifications, and deliver a solution, Provide proven communication, analytical, and problem solving skills to help support the requirement, design and development process, and to ensure that the project deliverables are met according to specification, Develop applications in accordance to business requirements, specifications, industry best practices, and departmental development standards	1 Day	\$70.00	25%	\$87.50
<b>IT Consultant</b>  <b>5-6 Years</b>	Analyze and trouble-shoot network communication failures/bottlenecks and escalate issues accordingly, Open trouble tickets and test with vendors or ISPs, Respond to network events, diagnosis and provide analysis for resolution, Create and update trouble tickets using ConnectWise ticketing system, Interface directly with customer(s) to resolve network events, Lead and mentor junior Customer Support Engineers on Managed Service products and methodology, Provide information, analysis and reports required and	1 Day	\$50.00	25%	\$62.50

	<p>requested by the Manager, Strong troubleshooting tactics and experience are required to quickly understand an issue as it is reported by the customer, and take actions based on knowledge and experience to assist the customer in finding and resolving the cause. Recognizing 'red herrings' and isolating the issue is essential, supporting WAN/MAN/LAN networks, designing, configuring, installing, supporting Cisco's CM, CME, IPCC and Unity.</p>				
<p><b>Network Architect</b> <b>5-6 Years</b></p>	<p>Coordinate, communicate, and connect with remote peers as required, Collaborate on designs, and implement key company network systems for national and global needs, Evaluate current and foreseeable future requirements to determine appropriate solutions, Work with Project Managers to develop project plans and document and execute plans in a timely manner, Ensures systems are properly documented, controlled for change, and monitored for uptime and performance, Identify, develop, implement, and maintain high level industry standard and the best practices, Works with vendors and others to formulate designs, Develop and document new and existing designs and setups, Collaborate with other team members on technologies, concepts and standards</p>	1 Day	\$65.00	25%	\$81.25
<p><b>Network Architect</b> <b>8-10 Years</b></p>	<p>Create High level and Low level Network design and Architecture, Create Standard Enterprise Architecture document, Create standard configuration templates for all cisco Network switches and Routers for all platforms for QOS, Network IP address design and optimization, Network Optimization and QoS design and implementation for Cisco Switches</p>	1 Day	\$70.00	25%	\$87.50

	and Routers for all platforms, Create Configuration templates for Quality of service for all cisco platforms, Recommend monitoring of QOS and analyze the traffic to troubleshoot any QOS related issues, Routers and Switching infrastructure management & configuration, Manage and troubleshoot Wireless network, Design and implement wireless networks, Troubleshooting complex Routing and Switching problems and escalated incidents, WAN Interface, Protocol configuration and WAN Network Troubleshooting, Threshold configuration of Critical Devices.				
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**5.3 PAYMENT** The Contractor shall provide monthly statements of itemized services. Payment will be reviewed and approved by the Contract Administrator or designee.

**5.4 TAX AMOUNT** Do not include any use tax or federal tax in your proposal. The City is exempt from the payment of federal excise tax and will add use tax as applicable.

**OFFEROR NAME:** Cynet Systems Inc.

**2.3.4 ADDENDUM,** Return all addenda (if applicable).

### Addendum

We have included Addendum 1 issued by the City of Glendale as requested in the RFP.



**EXHIBIT C**  
**TECHNICAL RECRUITING & STAFFING**  
**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.



## Legislation Description

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**File #: 16-506, Version: 1**

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### **POSITION RECLASSIFICATIONS**

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

### **Purpose and Recommended Action**

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

### **Background**

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

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

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

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

Due to the recent city-wide reorganization, the Communications and Intergovernmental Programs departments were consolidated under the newly created Public Affairs department. The department is requesting that three positions be reclassified as a result of this reorganization.

The Administrator, Intergovernmental Programs position is taking on additional intergovernmental responsibilities, the management of two FTE's from the Creative Services division and two FTE's from the Council Office. Due to the increase in responsibility, the department has requested that the position be reclassified as Assistant Director, Intergovernmental Programs.

The Assistant Director, Communications position is now responsible for only the management and oversight of the Glendale 11 cable broadcast station. Other duties not related to management of Glendale 11 have been assigned to other positions. The department is requesting that the position be reclassified as Administrator, Cable Communications.

The Sr. Marketing & Communications Manager position will now focus solely on public information. The marketing duties have been removed, so the department is requesting a reclassification of the position to Public Information Program Manager.

Development Services is also requesting that three positions in Code Compliance be reclassified.

The Administrator, Code Compliance position is being reclassified to a Code Compliance Official to better reflect the level of responsibility and to provide consistency with titles in Development Services.

Two current Supervisor, Code Compliance positions have taken on additional responsibilities, from the former Assistant Director position. The department is asking that these two positions both be reclassified to Administrator, Code Compliance to better reflect the increased scope of responsibility.

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

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

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

**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.

Positions Recommended for Reclassification  
October 25, 2016

Position Number	Department	Fund #	Fund Name	Previous Title	New Title	Description of Request	Effective Date of Action	Estimated Base Cost for Remainder of FY
1295	Public Affairs	1000	General	Marketing & Comm Prgm Mgr, Sr	Public Information Program Manager	Department reorganization	10/29/2016	\$0.00
701	Public Affairs	1000	General	Asst Director, Communications	Administrator, Cable Communications	Department reorganization	10/29/2016	\$0.00
2052	Public Affairs	1000	General	Admin, Intergovernment Program	Assistant Director, Intergovernment Program	Department reorganization	10/29/2016	\$6,984.72
888	Development Services	1000	General	Administrator, Code Compliance	Code Compliance Official	Department realignment	10/29/2016	\$0.00
2063	Development Services	1000	General	Supervisor, Code Compliance	Administrator, Code Compliance	Department realignment	10/29/2016	\$3,633.00
587	Development Services	1000	General	Supervisor, Code Compliance	Administrator, Code Compliance	Department realignment	10/29/2016	\$0.00



## Legislation Description

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**File #: 16-488, Version: 1**

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**AUTHORIZATION TO ENTER INTO AMENDMENT NO. 2 TO THE LINKING AGREEMENT WITH TERRA VERDE, LLC, DOING BUSINESS AS TERRA VERDE SERVICES, FOR SECURITY CONSULTING SERVICES**

Staff Contact: Chuck Murphy, Chief Information Technology Officer, Innovation and Technology

**Purpose and Recommended Action**

This is a request for City Council to authorize the City Manager to enter into Amendment No. 2 to the Linking Agreement with Terra Verde, LLC, doing business as Terra Verde Services, for security consulting services.

**Background**

In 2014, Council approved a Linking Agreement with Terra Verde Services which expires on July 6<sup>th</sup>, 2019. The agreement allows the City to acquire services including but not limited to security consulting, security auditing, security monitoring and reporting, including any appropriate equipment required for such services. Council also approved expenditure authority in an amount not to exceed \$500,000 over the life of the agreement.

**Analysis**

The managed security services currently provided by Terra Verde include security auditing, consulting, and 24/7 monitoring services required by the Payment Card Industry (PCI) for organizations which take credit card payments. Recently, Terra Verde has changed its licensing model for the hardware appliance used for the City's monitoring services. This licensing change reduces the City's monthly fee from \$3,530 per month to \$2,120 per month, a savings of \$1,410 per month. This creates a reduction in monthly fees totaling approximately \$70,000 over the life of the agreement. Since Terra Verde is also used to provide security audits and services for other City projects, the not to exceed amount over the life of the linking agreement remains unchanged.

**Previous Related Council Action**

On November 24, 2014, Council approved Linking Agreement C-9449 with Terra Verde Services, and expenditure authority in the amount of \$500,000 over the life of the agreement.

**Community Benefit/Public Involvement**

Cyber security is an essential component to ensure the integrity, security and availability of data stored and utilized by the City. Terra Verde, LLC is a key business partner that assists Glendale with the protection of our data infrastructure through consulting and security services. These services assist the City in meeting the ever evolving security challenges faced by all business and government organizations.

**Budget and Financial Impacts**

The monthly services fees for Terra Verde are budgeted on an annual basis in the Information Technology budget. With the reduction in cost, this year's monitoring fees will be approximately \$32,000.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$32,000</b>	<b>2591-18402-522700, Information Technology</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?



AMENDMENT NO. 2  
TO  
LINKING AGREEMENT BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
TERRA VERDE, LLC D/B/A TERRA VERDE SERVICES  
(Avondale Contract No. 13935c, Glendale, Contract No. C-9449)

This Amendment No. 2 (“Amendment”) to the Linking Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Terra Verde Services., an Arizona limited liability company authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Terra Verde LLC., d/b/a Terra Verde Services (“Contractor”) previously entered into a Linking Agreement, Contract No. C-9449, dated November 24, 2014 (“Agreement”) which provided for the cooperative purchase of goods and services consistent with the agreement between the City of Avondale and Contractor dated July 4, 2014; and
- B. The Avondale Contract No. 13935 had an initial one-year term with the option to extend an additional four (4) years in one-year increments; and
- C. The Avondale Contract was extended and renewed for an additional one year period. Accordingly, the City and Contractor entered in Amendment No. 1, which extended the term of the Linking Agreement from July 8, 2015 to July 7, 2016; and
- D. The Avondale Contract was again extended and now expires on July 7, 2017;
- E.. On May 12, 2016, the City extended the term of the Agreement by notifying the Contractor that it was exercising its right to extend the contract for a one year period, through July 7, 2017; and
- F. City and Contractor now wish to modify and amend the Linking Agreement to change the Scope of Work and the amount of compensation to be paid to the Contractor for the goods and services to be provided thereunder. This Amendment #2 is subject to, and shall be interpreted in accordance with the terms of this Amendment.

AGREEMENT

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

1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
2. **Term.** The City has already exercised its right to extend the term of the Agreement for a one-year period from July 8, 2016 through July 7, 2017, unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.
3. **Scope of Work.** The Parties agree to amend the Scope of Work as provided in the new Statement of Work entitled "Managed Security Services (MSS) Proposal" v2.016.06 dated September 15, 2016. The MSS Proposal/new SOW is attached hereto as Exhibit 1.
4. **Compensation.** Pursuant to the new SOW, which is attached hereto as Exhibit1, the City's monthly managed service and monitoring fees will be reduced from \$3,530.00 per month to \$2,120.00 per month. The total not-to-exceed amount of the Agreement, as amended, is unchanged.
5. **Insurance Certificate.** An insurance certificate demonstrating that updated and/or extended coverage has been secured must be provided prior to this date to Materials Management and the Contract Administrator.
6. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
7. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.
8. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

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CITY OF GLENDALE, an Arizona  
municipal corporation

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Kevin R. Phelps, City Manager

ATTEST:

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Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

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Michael D. Bailey, City Attorney

TERRA VERDE LLC  
D/B/A Terra Verde Services



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By: Edward Vasko

Its: CEO

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# Managed Security Services (MSS) Proposal

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FOR



9/15/2016

Sustainable Cybersecurity, Risk & Compliance Solutions ▶▶

## Revision History

<b>Version</b>	<b>Date</b>	<b>Description</b>	<b>Author</b>
V1.0	9/15/2016	Client ready Draft	M. Perez

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## TERRA VERDE TRUSOC™ OVERVIEW

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Headquartered in Scottsdale Arizona, Terra Verde's TruSOC™ provides managed security services (MSS) to clients worldwide. Government agencies, multi-national corporations, Fortune 500 companies, medium-sized businesses, and small offices rely on TruSOC™ to ensure security and monitor ongoing compliance of critical security infrastructure.

### TRUSOC™ BENEFITS

#### 1 - INCREASED SYSTEM STABILITY

TruSOC™ monitors client systems to help ensure optimum stability. Stable systems equate to decreased down time and supports overall operational effectiveness.

#### 2 - ENABLES AUDITING AND REPORTING

As a result of fully documented and consistently followed procedures, Terra Verde TruSOC permits easy auditing and review of critical security infrastructure.

#### 3 - QUALITY ASSURANCE AT EVERY LEVEL

The firm's continuous improvement process helps to ensure that your feedback and recommendations are integrated into standard operating methodologies.

#### 4 - FOCUS ON CORE COMPETENCY

Among a variety of services and solutions focused on security, compliance, and risk management, Terra Verde provides security monitoring and vulnerability scanning. Leveraging Terra Verde's experienced security professionals allows you the opportunity to focus on core business competencies while ensuring your fiduciary responsibility to secure the enterprise.

#### 5 - OPERATIONAL EXCELLENCE

TruSOC™ manages the security of your systems according to industry best practices; this improves the daily availability of information and reduces interruptions to the daily business operations.

#### 6 - EXTENDED CAPABILITIES

Many organizations use TruSOC™ as their virtual IT security operations team. Our deep technical skills and experience in many different environments help resolve a variety of challenging problems within client organizations.

#### 7 - REDUCED OVERALL COSTS

A properly equipped IT security operations staff is expensive to establish and maintain. Thus, despite need or compliance requirements, many organizations neglect information security tasks. Terra Verde's TruSOC™ helps to **right size** your IT security operations. Clients pay only for what is needed and avoid hidden costs resulting from:

- Lost productivity during system outages
- Loss due to the unsupported system capabilities
- Lost customers and/or revenue due to security breaches
- Opportunity cost of decision-support resulting from inaccessible data
- Increased audit, compliance, and regulatory costs
- Litigation expense resulting in data exposure or compromise

## 8 - HOLISTIC SECURITY SOLUTION

TruSOC™ provides a holistic security solution that scales to meet client demand. Terra Verde's structured approach is built upon best of breed capabilities that place a security framework around people, processes, and technology.

## 9 - PCI/HIPAA COMPLIANT SOLUTION

Many organizations face challenging regulatory and compliance requirements such as the Payment Card Industry Data Security Standard (PCI DSS) and the HIPAA/Health Information Technology for Economic and Clinical Health (HITECH) Act. Terra Verde has the necessary experience and specific qualifications to ensure that client data is treated in accordance with in-scope requirements.

## 10 - 24x7 MONITORING AND ESCALATION

TruSOC™ provides 24x7x365 from our Scottsdale-based Security Operations Center (SOC) to clients across the world. Trained analysts and engineers monitor critical security infrastructure for any suspicious activity. When identified, alerts are created and escalated in accordance with our agreed upon structured approach.

Keeping the Security Information Event Manager (SIEM) tuned to specific client environments helps to minimize false alarms. TruSOC™ continually monitors SIEM systems to identify new efficiencies and eliminate inconsequential background static. The result is that TruSOC™-managed SIEMs operate at higher efficiency levels and provide more accurate and consistent alerts than unmanaged systems.

## 11 - EXPERIENCED STAFF

**Terra Verde professionals include staff with the following certifications and credentials:**

- Certified Information Systems Security Professional (CISSP)
- AlienVault Certified Engineer
- Fortinet/FortiGate Systems Engineer
- Offensive Security Certified Professional (OSCP)
- Certified Computer Examiner (CCE)
- Cisco Certified Network Technician (CCENT)
- Certified Ethical Hacker (CEH)
- Computer Hacking Forensic Investigator (CHFI)
- Certified Information Systems Auditor (CISA)
- Certified in the Governance of Enterprise IT (CGEIT)
- SANS GIAC Incident Handler Certification (GCIH)
- NSA INFOSEC Assessment Methodology (IAM)
- NSA INFOSEC Evaluation Methodology (IEM)



Terra Verde professionals have extensive experience in detecting, analyzing, and resolving complex security problems.

## PLANNING AND CRITERIA ESTABLISHMENT

With input from Client staff, Terra Verde maps out a strategic direction to address security event management, monitoring, escalation criteria, and reporting requirements.

## SOLUTION ARCHITECTURE

### Centralized Logging and Monitoring

To meet necessary compliance requirements TruSOC™ uses a distributed solution consisting of an on-premise log consolidation solution with events and alerts monitored by the SOC.

### Bandwidth Preservation

Event logs are compressed and filtered locally, preserving valuable bandwidth.

### Logs and Events Stored Securely

Logs are stored locally on client systems. TruSOC™ monitors those systems and escalates any alerts. Escalated alerts are stored in a secure data center protected by IPSec and two-factor authentication.

### Secure Connectivity

Terra Verde understand security requirements and holds itself to very high standards. That is why device management and log access takes place in a secured area monitored by video cameras around the clock. Moreover, our analysts and engineers use VPN IPSec and two-factor authentication to remotely access any operational systems. Terra Verde uses a premier tier-three datacenter to house all of its critical client systems.

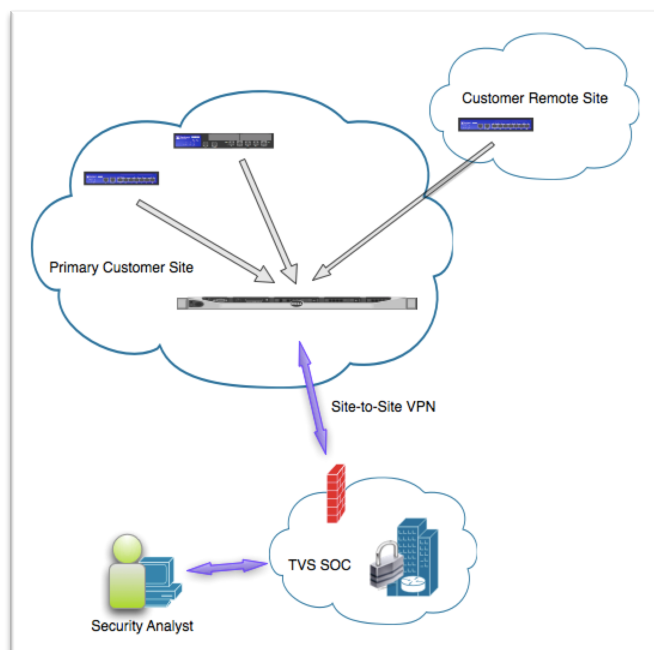


Figure 1. Solution Architecture.

## REPORTING AND MONTHLY STATUS MEETINGS

Terra Verde provides a variety of reports. Our ability to flex to client demands is one of the key differentiators that many clients regard as a key value point. Some of Terra Verde’s typical reports include:

**Executive Level Summary Reports:** A monthly alarm report provided the first week of each month for the prior month, then weekly for the prior week. Page 1 provides the totals of all alarms by category: Customer Requested, Critical, High, Medium and Low. Page 2 provides a graph of alarms by category and Page 3 provides the top 10 alarms. Remaining pages provide a summary line for each alarm.

**Event Emails:** Provide event information including description, impact rating (Customer Requested, Critical, High, Medium, Low), sample output where available, confirmation status, and remediation information. These emails are created and delivered on an **as required basis** in the event of an incident.

**Monthly Asset Report:** Monthly report provided the first week of each month listing deployed agents, disconnected agents and agents that have never been connected.

**Monthly Status Meetings:** Monthly meetings, via teleconference, to review reports and tuning requirements.

### CONTINUOUS IMPROVEMENT

TruSOC™ provides the highest quality security solutions available. To help maintain that edge, the firm uses a continuous improvement process that rejects the status quo and demands increased performance over time. One of the ways Terra Verde monitors performance is through regular client meetings and satisfaction surveys. Each piece of client feedback is valuable to the company and helps to improve operations.

### OTHER SERVICES THAT INCREASE VALUE

TruSOC™ offers cafeteria style pricing on a variety of other services that many clients consider extremely cost effective. As a result, clients choose those services they find most important and pay for only what they need and use. Please contact your TruSOC business developer for any questions on additional service needs.

## PROPOSED SERVICES

This Statement of Work (SOW) has been specifically designed for City of Glendale and is based on information obtained from previous scoping meetings. Thus, as many organizations have dynamic environments, it is possible that needs recently changed. Please notify us of potential changes as soon as possible and consider the advantages of discounts offered in this SOW.

The scope of services outlined in this statement of work is related to devices and associated counts provided below.

Description	Count
AlienVault All-In-One Unlimited Asset SIEM	1
Remote Sensor	1
<b>Total USM Devices</b>	<b>2</b>

Terra Verde TruSOC service includes the following services as a bundled package on in-scope devices:

- **Agent-based monitoring** of identified servers, workstations, network infrastructure, and other devices. Agent-based monitoring is facilitated by the installation of a small agent on the endpoint, or through log collection via Syslog (or similar). This type of monitoring enables log aggregation, FIM, and HIDS capabilities.

- **Non-agent based monitoring** of any device on your network. This monitoring is accomplished using an integrated intrusion detection system and appropriate network connections. Systems do not require any software installation; however, this monitoring does not provide complete log aggregation, FIM, or HIDS capabilities. This type of monitoring is only available if a SPAN port is made available to the platform. Only the traffic mirrored on that SPAN port will be visible for non-agent based monitoring.
- **Host-based Intrusion Detection (HIDS)** (where appropriate) to perform policy monitoring, rootkit detection, real-time alerting, and active response for servers and workstations that are using agent-based monitoring.
- **Internal Vulnerability scanning** helps identify vulnerabilities on a routine basis.
- **24x7x365 monitoring** by Terra Verde’s Scottsdale-based TruSOC™ team.
- **AlienVault platform maintenance** by Terra Verde’s Certified AlienVault Engineers.

## CLIENT RESPONSIBILITIES AND ENGAGEMENT ASSUMPTIONS

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### CLIENT RESPONSIBILITIES

**Maintaining appropriate levels of security requires that City of Glendale accept certain responsibilities:**

- City of Glendale must designate an authorized staff member to make all management decisions with respect to this SOW.

Manager’s name: \_\_\_\_\_

Title: \_\_\_\_\_

Office: \_\_\_\_\_

Mobile/SMS: \_\_\_\_\_

Email address: \_\_\_\_\_

- At the start of the engagement, City of Glendale staff contributes to a detailed planning exercise. Any change in the scope of work requires review for potential pricing adjustments.
- City of Glendale agrees to resolve any technical conditions within their environment and under their control that tend to create excessive unwanted ticket escalations as defined within this agreement.

Terra Verde will cease notification of security events for which the client has received excessive unwanted ticket escalations unless the client responds to Terra Verde indicating that the issue

is resolved in accordance with this agreement. If City of Glendale does not complete remediation of any issue, thereby causing a continuation of unwanted ticket escalations, Terra Verde may, at its option, contact City of Glendale and advise of intent to immediately cease notification of any resulting ticket escalations. In either event, Terra Verde shall be held harmless for any security or related events resulting from cessation of notification including but not limited to data breach, fraud, loss, reputational harm, denial of service, degraded service, etc.

- City of Glendale will provide Terra Verde with prompt access to all individuals, documentation, systems, and sites/locations as needed to execute project tasks.
- Desks/cubes, power, network, and telephone access (if required) will be available for project-assigned Terra Verde staff when they are working on site.

## ENGAGEMENT ASSUMPTIONS

The scope and timeline of this project is based on several assumptions; if these prove to be untrue, deliverables and/or finish date may change. Moreover, overall engagement fees may increase.

- Significant rework of the environment will not be necessary
- Terra Verde will provide monitoring and response services as proposed in the “Core Requirements” section of this proposal. Additional services can be provided but at increased monthly recurring or one-time costs.
- Terra Verde will not be responsible for:
  - Other Third party software functionality within Client’s existing technical environment;
  - Management decisions with respect to this partnership;
  - Data consistency and integrity issues; and
  - Activities related to system programming and certification of reporting results.
- Regulatory requirements are subject to change. Terra Verde will work with City of Glendale to ensure the latest criteria are used. Changes may impact the overall hours and requirements needed to complete this engagement.

During the various phases of this project, Terra Verde may assign more than one resource to complete the evaluations within each phase. As such, Terra Verde may require access to more than one internal City of Glendale resource. Although Terra Verde does not anticipate this to be an issue, the risk of delay can progressively increase as additional simultaneous resources are involved. Terra Verde will make every effort to minimize impact to City of Glendale resources. Nonetheless, City of Glendale staff may be required to escort Terra Verde consultants, provide access to facilities, answer evaluation questionnaires, provide documentation and/or configurations, and participate in project meetings.

## ADDENDUM A: ORDER FORM

This Order forms a part of, and is subject to, the Agreement dated [REDACTED], 2016 by and between the undersigned Parties (collectively, the “**Agreement**”). This Order is not valid unless signed by both Parties and is effective as of the date of the last signing Party. In the event of any inconsistency between the Order and the Agreement, the latter shall prevail.

**Statement of Work (title, date, revision #):**     MSSP, 9/15/2016, v2.0    

**Creation Date:** 9/15/2016

**Expiration Date:** 10/17/2016

**Client Contact Information:**

Chuck Murphy  
Chief Information officer  
City of Glendale

**Sales Representative:**

Mikah Perez  
Terra Verde  
Business Development  
Mikah.perez@terraverdeservices.com  
480-840-1744

**Client Ship to Address:**

City of Glendale  
5850 W Glendale Ave  
Glendale, AZ 85301  
623-930-2881  
[cmurphy@glendaleaz.com](mailto:cmurphy@glendaleaz.com)

**Client Bill to Address:**

City of Glendale  
5850 W Glendale Ave  
Glendale, AZ 85301  
623-930-2881  
[cmurphy@glendaleaz.com](mailto:cmurphy@glendaleaz.com)

### TRUSOC MSSP SERVICES

Product Code	Product	Item	Unit Cost	Quantity	Extended MRC
TVS-PD-AiO UA	MSSP Services – USM All-in-One	Term through July 2019 (Linking agreement C-9449) 24x7x265 US-based monitoring Vulnerability Scanning Event Notification Event Analysis Asset Tracking Monthly/weekly reporting Log monitoring On-going platform tuning to latest threats File Integrity Monitoring Intrusion Detection Network Behaviour Analysis 30 Minute Notification for Critical Events	\$1,700.00	1	\$1,700.00
TVS-PD-RMT	MSSP Services- USM Remote Sensor	Term through July 2019 (Linking agreement C-9449) Remote Sensor	\$420.00	1	\$420.00
		<b>Subtotal (MRC)</b>			\$2,120.00
		<b>Grand Total (MRC)</b>			\$2,120.00

**Client:** Terra Verde, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
TERRA VERDE, LLC d/b/a TERRA VERDE SERVICES**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of November 24, 2014, between the City of Glendale, an Arizona municipal corporation (the "City"), and Terra Verde, LLC., an Arizona limited liability company doing business as Terra Verde Services ("Contractor"), collectively, the "Parties."

**RECITALS**

A. The City of Avondale on July 7, 2014 entered into a Purchase and Services Agreement with Contractor (the "Terra Verde Contract"), a copy of which is incorporated in this Agreement by this reference.

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

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

D. The City desires to contract with Contractor for supplies, goods or services identical, or nearly identical, to the supplies, goods or services Contractor is providing the State of Arizona under the Terra Verde Contract, Contractor consents to the City's utilization of the Terra Verde Contract as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the goods and services set forth in this Agreement.

**AGREEMENT**

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

1. Term of Agreement. This Agreement is effective as of the date first set forth above and shall expire on July 7, 2015 (the "Initial Term"), unless terminated as otherwise provided in this Agreement. Prior to the expiration of the Initial Term, and prior to each Renewal Term (as defined below), this Agreement may be renewed for up to four successive one-year terms (each, a "Renewal Term") if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii)

at least 30 days prior to the end of the then-current term of the Agreement, the Consultant requests, in writing, to extend the Agreement for an additional one-year term and (iii) the City Manager or his or her designee approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement and in conjunction with Paragraph 3 of this Agreement), as evidenced by the signature of the City Manager or his or her designee, which approval may be withheld by the City for any reason.

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

- a) Contractor will provide City the services Contractor provided the City of Avondale under the Terra Verde Contract.
- b) Contractor agrees to comply with all the terms, conditions and specifications of the Terra Verde Contract for the purposes of this Agreement, and the terms, conditions, and specifications are incorporated in this Linking Agreement by this reference. The "City of Glendale" shall be substituted for "City of Avondale" or similar reference to the State of Arizona throughout the Terra Verde Contract.

3. Compensation.

- a) The total purchase price for the goods and services authorized in this Agreement is not to exceed Five Hundred Thousand Dollars (\$500,000.00) over the life of the Agreement.

4. Termination of Existing Agreement. The Parties agree that the Terra Verde Contract is the instrument by which Contractor will provide services to the City as of the execution of this Agreement. The Parties therefore jointly agree that the existing contracts C-7372 and C-7373 are terminated. Any services procured by City prior to the execution of this Agreement are governed by the existing contracts C-7372 and C-7373, but all new purchases are made pursuant to and governed by the Terra Verde Contract.

[SIGNATURES ON FOLLOWING PAGE]



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

**“City”**

City of Glendale, an Arizona municipal corporation

By: 


**ATTEST:**  
  
City Clerk

Approved as to form

  
City Attorney

**“Contractor”**

Terra Verde, LLC,  
an Arizona limited liability company

By: 

Name: Edward Visko

Title: CEO



## Legislation Description

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**File #: 16-510, Version: 1**

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**AUTHORIZATION FOR THE EXPENDITURE OF FUNDS AND TO ENTER INTO A LINKING AGREEMENT WITH CDW GOVERNMENT, LLC, FOR TECHNOLOGY HARDWARE AND SERVICES**

Staff Contact: Chuck Murphy, Chief Information Officer, Innovation and Technology

**Purpose and Recommended Action**

This is a request for City Council to authorize the City Manager to enter into a Linking Agreement with CDW Government, LLC (CDW-G), using the National IPA Cooperative Purchasing Agreement (NIPA), for a term commencing upon approval of the agreement and ending on August 15, 2017, and to authorize the City Manager, at their discretion, to renew the agreement for an additional one-year period until August 18, 2018. Under the terms of the agreement, CDW-G will provide hardware, software and services to the city using the NIPA Agreement. This request also includes approval of expenditure authority in an amount not to exceed \$680,000 over the life of the agreement.

**Background**

Previously, the city has obtained much of its hardware and technology services from Insight Public Sector, INC. Insight Public Sector, INC. has a significant product portfolio and sells at volume levels that account for significant discounts using State contract pricing. CDW-G is a comparable national vendor that can provide similar products and services under the NIPA Agreement. While the city continues to maintain contracts with Insight, CDW-G has proven to be a valuable partner, and occasionally has quoted products at lower prices. The city believes it's beneficial to diversify purchasing practices and request bids from multiple contracted vendors.

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

**Analysis**

Information Technology regularly compares pricing among vendors to ensure the City is getting the best possible value. CDW-G will provide an alternate and competing source of products and services at aggressive pricing through the NIPA contract.

With the opportunity to quote products and services from multiple contracted vendors, the City can compare pricing, warranties, and shipping guarantees to ensure we are receiving the best pricing, and that products are delivered in a timely manner. While CDW-G will primarily be used to purchase server and network infrastructure such as storage, servers, routers and switches, they City will also request quotes for services such as our annual SmartNet maintenance. SmartNet provides support and service for hardware critical to City infrastructure. The City will also request quotes from CDW-G for standard desktop computers, laptops and printers which we're currently receiving from Insight. Based on cost comparison, and satisfaction with the vendor as a whole, the City could potentially shift more of its technology purchases from Insight to CDW-G.

**Community Benefit/Public Involvement**

The ability to obtain competitive pricing from multiple vendors provides a higher level of cost saving potential when acquiring products and services.

**Budget and Financial Impacts**

The amount budgeted in the Technology Replacement Fund will fluctuate based on annual budget capacity and replacement needs. It is estimated to be \$340,000 per year.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$340,000</b>	<b>2591-18401-521000, Technology 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  
CDW GOVERNMENT, 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 CDW Government, LLC, an Illinois corporation, authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

**RECITALS**

- A. On August 18, 2013, under the National IPA Cooperative Purchasing Agreement, the City of Tucson entered into a contract with Contractor to purchase the goods and services described in the CDW Government LLC Contract, Contract No. 130733 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

**AGREEMENT**

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

- 1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement purchases can be made by governmental entities from the date of award, which was August 18, 2013, until the date the contract expires on August 15, 2017, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond August 18, 2018. The initial period of this

Agreement, therefore, is the period from the Effective Date of this Agreement until August 15, 2017. The City Manager or designee, however, may renew the term of this Agreement for an additional one-year period until the Cooperative Purchasing Agreement expires on August 18, 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 renewal.

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

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

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed six hundred and eighty thousand dollars (\$680,000) for the entire term of the Agreement (initial term plus any renewals).

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

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

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

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

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

9. 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  
Innovation & Technology  
6835 N 57<sup>th</sup> Drive  
Suite 100  
Glendale, Arizona 8530  
623-930-2880

and

CDW Government LLC  
Attn: General Counsel  
230 N. Milwaukee Avenue  
Vernon Hills, IL 60061  
Contmgt@cdw.com

with a copy to

CDW Government LLC  
Attn: Program Sales  
2 Corporate Drive, Suite 800  
Shelton, CT 06484

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

“City”

City of Glendale, an Arizona  
municipal corporation

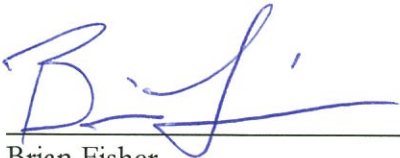
By:

\_\_\_\_\_  
Kevin R. Phelps  
City Manager

“Contractor”

CDW Government LLC,  
limited liability corporation

By:

  
\_\_\_\_\_  
Name: Brian Fisher  
Title: Manager, Program Management

ATTEST:

\_\_\_\_\_  
Julie K. Bower (SEAL)  
City Clerk

APPROVED AS TO FORM:

---

Michael D. Bailey  
City Attorney

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
CDW GOVERNMENT, LLC**

**EXHIBIT A**

City of Tucson - CDW Government LLC Contract #130733, administered by National IPA



# CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
PHONE: (520) 837-4105 / FAX: (520) 791-4735  
[Lloyd.Windle@tucsonaz.gov](mailto:Lloyd.Windle@tucsonaz.gov)  
ISSUE DATE: MAY 16, 2016

CONTRACT #130733-01  
CONTRACT AMENDMENT NUMBER: THREE (3)  
PAGE 1 of 1  
LW/lr  
CONTRACT OFFICER: LLOYD B. WINDLE II

## INFORMATION TECHNOLOGY SOLUTIONS INCLUDING DESKTOPS, SERVERS, SOFTWARE, PERIPHERALS, AND SERVICES

THIS CONTRACT IS AMENDED AS FOLLOWS:

### ITEM ONE (1): RENEWAL

Pursuant to Contract No. 130733, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of August 16, 2016 through August 15, 2017.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

**CONTRACTOR:**

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF  
AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Max Reed 5/26/16  
Signature of person authorized to sign Date  
Max Reed VP Program Sales  
Name and Title (typed or printed legibly)  
CDW  
Company Name  
200 N. Milwaukee Ave  
Address  
PSP@cdw.com  
Email Address  
Vernon Hills, IL 60061  
City State Zip

**CITY OF TUCSON:**

THE ABOVE REFERENCED CONTRACT AMENDMENT  
IS HEREBY EXECUTED THIS 26<sup>th</sup> DAY  
OF May, 2016, AT TUCSON, ARIZONA.

Nathan Daon  
for Marcheta Gillespie, CPPO, C.P.M., CPPB, CPM  
as Director of Procurement and not personally

Contact information for Sales/Account Representative  
for daily business operations:

Pat O'Brien - Field Sales Manager  
Name and Title (typed or printed legibly)  
847-371-5584  
Phone Number  
\_\_\_\_\_  
Email Address

# CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
(520) 837-4105  
ISSUE DATE: APRIL 27, 2015

CONTRACT NO.: 130733  
CONTRACT AMENDMENT NO.: TWO (2)  
PAGE 1 of 1  
SA  
CONTRACT OFFICER: LLOYD WINDLE

THIS CONTRACT IS AMENDED AS FOLLOWS:

## INFORMATION TECH SOLUTIONS, INCLUDING DESKTOPS, NOTEBOOKS, SERVERS, SOFTWARE, PERIPHERALS, AND SERVICES

1. Pursuant to Contract No. 130733, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of August 16, 2015 through August 15, 2016.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF  
AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Christina V. Rother 5-8-15  
Signature Date

Christina V. Rother President, CDW Government LLC  
Typed Name and Title

CDW Government LLC  
Company Name

230 N. Milwaukee Avenue  
Address

crother@cdwg.com  
Email Address

Vernon Hills Illinois 60061  
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT  
IS HEREBY EXECUTED THIS 8<sup>th</sup> DAY  
OF May, 2015, AT TUCSON, ARIZONA.



Nathan Daon  
As Director of Procurement and not personally

# 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: JULY 23, 2014

CONTRACT NO.: 130733  
CONTRACT AMENDMENT NO.: ONE (1)  
PAGE 1 of 1  
JM  
CONTRACT OFFICER: NATHAN DAOU

THIS CONTRACT IS AMENDED AS FOLLOWS:

## INFORMATION TECH SOLUTIONS, INCLUDING DESKTOPS, NOTEBOOKS, SERVERS, SOFTWARE, PERIPHERALS, AND SERVICES

1. Pursuant to Contract No. 130733, Term and Renewal, the City is hereby exercising its option to renew the service agreement for the period of August 16, 2014 through August 17, 2015.
2. 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."

3. 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.

### ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF  
AND UNDERSTANDING OF THE ABOVE AMENDMENT.

THE ABOVE REFERENCED CONTRACT AMENDMENT IS  
HEREBY EXECUTED  
THIS 15<sup>th</sup> DAY OF AUGUST, 2014,  
AT TUCSON, ARIZONA.

  
\_\_\_\_\_  
Signature Date

Christina Rother, President, CDW Government LLC  
\_\_\_\_\_  
Typed Name and Title

CDW Government LLC  
\_\_\_\_\_  
Company Name

230 N. Milwaukee Avenue  
\_\_\_\_\_  
Address

crother@cdwg.com  
\_\_\_\_\_  
Email Address

Vernon Hills Illinois 60061  
\_\_\_\_\_  
City State Zip

  
\_\_\_\_\_  
As Director of Procurement and not personally

**City of Tucson**

Contract

For

**Informational Technology Solutions**

**Including desktops, notebooks, servers, software, peripherals and services**

With

**CDW Government LLC**

Effective: **August 18, 2013**

The following documents comprise the executed contract between the City of Tucson and CDW Government, LLC (CDW-G), effective August 18, 2013:

- I. Signed Offer and Acceptance
- II. Final Negotiated Terms and Conditions
- III. CDW-G's Response to the Request for Proposal
- IV. The Terms and Conditions of the Request for Proposal, incorporated by reference

## 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:

CDW Government LLC  
Company Name

Name: Larissa Newman

230 N Milwaukee Ave  
Address

Title: Proposal Specialist

Vernon Hills IL 60061  
City State Zip

Phone: 866.259.0569

  
Signature of Person Authorized to Sign

Fax: 312.752.4078

Tara K. Barbieri  
Printed Name

E-mail: larinew@cdw.com

Director, of Program Sales  
Title

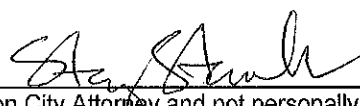
### ACCEPTANCE OF OFFER

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. 130733.

Approved as to form this 31<sup>st</sup> day of May, 2013.

CITY OF TUCSON, a municipal corporation

Awarded this 30 day of May, 2013.

  
As Tucson City Attorney and not personally

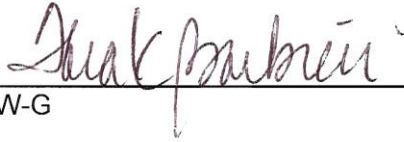
  
Marcheta Gillespie, C.F.M., CPPO, CPPB, CPM  
As Interim Director of Procurement and not personally

## Negotiated Terms and Conditions

CDW-G hereby acknowledges that the terms and conditions contained within this document accurately reflect the terms and conditions that were negotiated and mutually agreed up by the City of Tucson and CDW-G. Further, CDW-G acknowledges that these terms and conditions will govern any contract that results from RFP #130733.

Concurrence: \_\_\_\_\_

CDW-G



Date

10 May 2013

### Scope of Work

7. Except for certain products that are uniquely customized to City specifications, which shall be indicated at the time of Quote, all defective products shall be identified within thirty (30) days of receipt and will then 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. All replacement products must be received by the City within seven (7) days of initial notification.

Uniquely customized products are typically indicated by the inclusion of the designation "CTO," "BTO" or "Customer's Name" in the product description of the item. When providing a quote for products that are uniquely customized to City specifications, Contractor shall include the following statement on the quote: *"This quote contains a custom item. This item may not be able to be returned, depending on manufacturer restrictions."*

### Special Terms and Conditions

**1. 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.

**2. FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection. If the City provides the Supplier with the City's carrier account number or selects a carrier other than a carrier that regularly ships for the Supplier, title to products and risk of loss or damage during shipment pass from the Supplier to the City upon delivery to the carrier and the customer shall pay for the shipping charges (F.O.B. Origin, freight collect). Notwithstanding the foregoing, title to software will remain with the applicable licensor(s) and the City's rights therein are contained in the license agreement between such licensor(s) and the City.

**3. PAYMENTS:** All payments made by the City of Tucson for goods or services will be made to the vendor named on the Offer and Acceptance form. If you do not wish payment to be made to that address, you must submit an attached sheet indicating the proper mailing address with this bid.

**4. RIGHT TO TERMINATE FOR CHANGE IN OWNERSHIP OR MATERIAL RESTRUCTURE OF THE CONTRACTOR:** In addition to Termination of Contract, in the Standard Terms and Conditions section of this solicitation and resulting contract, the City reserves the right to cancel the whole or part of this contract within 60 days written notice of the completion of any material change of ownership in the Contractor's company, including its sale, merger, consolidation or dissolution.

**5. FEDERAL, STATE AND LOCAL TAXES, LICENSES AND PERMITS:** The Supplier shall comply with all Federal, State, and local licenses and permits required for the operation of the business conducted by the Supplier as applicable to this Contract. The Supplier shall, at no expense to the City, National IPA, or other Participating Agencies, procure and keep in force during the entire period of the Agreement all such permits and licenses.

**6. PRICE ADJUSTMENT:** The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the Contract extension.

**7. TERM AND RENEWAL:** The term of the Contract shall commence upon award or August 18, 2013, whichever is later, and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.



## **Standard Terms and Conditions**

- 1. ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.
- 2. AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.
- 3. AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
- 4. APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
- 5. ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.
- 6. CERTIFICATION OF COMPLIANCE WITH A.R.S. SEC. 35-393 ET SEQ.:** By signing this contract, the Contractor certifies that it does not have scrutinized business operations in Iran as required by A.R.S. sec. 35-393 et seq. If the City determines that the Contractor has submitted a false certification, the City may impose remedies as provided in the Tucson Procurement Code up to and including termination of this contract.
- 7. CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.
- 8. CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any of its rubbish from the premises and all tools, scaffolding, equipment and materials that are the property of the Contractor. Upon completion of the repair, the Contractor shall leave the work and premises in the same condition as before thw work began, excepting normal wear and tear.
- 9. COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.
- 10. CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.

**11. CONTRACT AMENDMENTS:** The Procurement Department has the sole authority to:

- A. Amend the contract or enter into supplemental verbal or written agreements;
- B. Grant time extensions or contract renewals;
- C. Otherwise modify the scope or terms and provisions of the contract.

This Contract shall only be modified with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

**12. CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

**13. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.

**14. DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.

**15. EXCLUSIVE POSSESSION:** Except as otherwise set forth in a Statement of Work for Services: (i) upon payment in full, Contractor assigns to the City of Tucson Contractor's entire right (including copyright), title and interest in and to the Deliverables (meaning any materials specifically and uniquely created and prepared by Contractor pursuant to this Agreement and identified by the capitalized term, Deliverable, in the applicable Statement of Work); and (ii) the City of Tucson grants to Contractor an exclusive (except as to the City of Tucson), royalty-free, perpetual, irrevocable and, fully paid license to create, develop, use, and distribute works that are based upon or derived from the Deliverables, including works that are similar in function, structure, sequence, or organization, so long as such works do not contain the City of Tucson's Confidential Information. As between the City of Tucson and Contractor, Contractor will retain all right, title and interest in and to Pre-existing Work (meaning materials and work product, including all intellectual property rights therein, that existed prior to the creation of the Deliverable(s) and that were not, prior to Contractor's commencement of the Services, already owned by the City of Tucson). The City of Tucson's sole right to Pre-existing Work will be, upon payment in full, a non-transferable, non-exclusive, royalty-free, perpetual, irrevocable and fully paid license to use the Pre-existing Work only for the City of Tucson's internal use and only to the extent that it is incorporated into the Deliverables. The foregoing license does not authorize the City of Tucson's to use Pre-existing Work separately from the Deliverables. The City of Tucson's further acknowledges and agrees that its right to

use the Deliverables containing any third party intellectual property rights may be subject to the rights of third parties and limited by agreements with such third parties.

**16. FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

**17. FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

**18. GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

**19. HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

**20. INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and

the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

#### Infringement Indemnity by Contractor

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. Contractor 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 Contractor shall have no obligations to City or City Indemnified Parties under this Paragraph 20 or otherwise, and in such cases,

#### Additional Obligation of Contractor

Subject to the forgoing provisions, in the event that any infringement Claim is initiated against Contractor or a City Indemnified Party, or in CDW-G's sole opinion is likely to be initiated for the Contractor is liable in terms of this Paragraph 20, then Contractor 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, Contractor 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, Contractor 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 this Paragraph 20 state Contractor's entire liability and City's sole remedies with respect to infringement.

**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, paid vacation or sick days 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.

**22. INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection; and acceptance by the City, except as noted in Defective Product, paragraph 7. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. Any material or service shall be considered accepted by the City unless the City notifies the Contractor in writing within thirty (30) business days of delivery of the applicable material or service. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

**23. INTERPRETATION-PAROLE EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

**24. 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.

**25. LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

**26. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.

**27. NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.

**28. OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.

**29. PAYMENT:** The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice. The Contractor's payment terms shall apply to all purchases and to all payment methods.

**30. PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City and the Contractor will determine a cost and the Contractor shall be liable for the cost thereof, which may be either reimbursed by the Contractor or deducted from the Contract price, at the option of the Contractor.

**31. PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.

**32. RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor. Said audit shall be limited to verifying Contractor's compliance with this Contract. In the event the audit is performed by an independent third party, the party must execute Contractor's Standard Non-Disclosure Agreement. Contractor is not required to keep original documents and copies of relevant documents will suffice for the purposes of this provision. The audit must be conducted during regular business hours at a mutually agreeable time and upon reasonable advanced notice.

**33. RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.

**34. RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.

**35. RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

**36. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.

**37. SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.

**38. SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.

**39. SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.

**40. TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the reasonable opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the reasonable opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the reasonable opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the reasonable opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

The Contractor shall have thirty (30) days from receipt of notice from the City to cure any default.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

**41. TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

**42. WARRANTIES:** The City understands that the Contractor is not the manufacturer of the products purchased by the City hereunder and the only warranties offered are those of the manufacturer, not the Contractor or its affiliates. In purchasing the products, the City is relying on the manufacturer's specifications only and is not relying on any statements, specifications, photographs or other illustrations representing the products that may be provided by the Contractor or its affiliates. THE CONTRACTOR AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY.

In connection with the products, certain services, such as extended warranty service by manufacturers, are sold by the Contractor as a distributor or sales agent ("Third Party Services"). In the case of Third Party Services, the third party will be the party responsible for providing the services to the City and the City will look solely to the third party for any loss, claims or damages arising from or related to the provision of such Third Party Services. The City hereby releases the Contractor and its affiliates from any and all claims arising from or relating to the purchase or provision of any such Third Party Services. Any amounts, including, but not limited to, taxes, associated with Third Party Services which may be collected by the Contractor will be collected solely in the capacity as an independent sales agent.

Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.



# CITY OF TUCSON

Information Technology Solutions including desktops,  
notebooks, servers, software, peripherals and services

RFP# 103733

February 19th, 2013



*CDW Government LLC  
230 N. Milwaukee Ave.  
Vernon Hills, IL 60061*

**ORIGINAL**





One CDW Way  
230 N. Milwaukee Avenue  
Vernon Hills, IL 60061

Phone: 847.465.6000  
Fax: 847.419.6200  
Toll-free: 800.808.4239

[CDWG.com/PeopleWhoGetIT](http://CDWG.com/PeopleWhoGetIT)

February 14, 2013  
City of Tucson Department of Procurement  
Attn: Nathan Daou  
255 W. Alameda 6<sup>th</sup> FLR  
Tucson, AZ 85701

**RE: CDW•G's response to Information Technology Solutions including desktops, notebooks, servers, software, peripherals and services**

Dear Mr. Daou,

The City of Tucson (the City) and CDW Government (CDW•G) have a solid business relationship that spans more than 18 years. During this time, we have strengthened this relationship through our partnership with National IPA, making your contract one that holds nationwide recognition. The City's initial projection for the contract's sales was a mere \$25 million, annually. The contract currently generates sales nearly four times this forecast, totaling close to \$100 million in 2012. We feel a large part of this success is our mutual understanding of the level of commitment it takes to make a contract successful. We continue to meet the City's minimum qualifications in the following ways.

**Full Range of IT Solution Products and Services.** The City's contract is unique in its offering to member agencies in that our expansive portfolio provides a depth of product and services not often matched by a single manufacturer, resellers, or local vendors. We hold a long list of specializations, certifications, and awards from many of the 1,000 different manufacturers we work with. We also leverage our OEM relationships to gain pricing advantages for our customers, such as the **CDW•G-exclusive HP offering** included in our proposed pricing. We pair our complex product offering with a service portfolio that is just as impressive, with over 1,600 of our own engineers dedicated to performing services.

**Strong National Presence.** CDW•G serves our customers with 43 locations throughout the US and Canada, 33 of these locations added since the contract's inception in 2008. We have nationwide recognition, with over 250,000 customers in all areas of the public and private sector. Additionally, in 2012 CDW ranked no. 31 on *Forbes'* list of America's Largest Private Companies.

**Nationwide Distribution Capabilities.** Agencies using the City's contract receive their products in an average 3-5 days from our two strategically located distribution centers. We ship most of credit approved in-stock orders same day, with a 99.7% shipment accuracy.

**Demonstrated Sales Presence.** We have over 840 Account Managers dedicated to our CDW•G customers alone, with 65 Field Account Executives across the country providing personal, onsite support.

**State of the Art Ordering and Billing Capabilities.** Users of the City's contract place their orders in the way that best fits their needs. In addition to telephone, email, chat, and fax, purchasers can utilize their user-friendly, customized websites. Each site provides a plethora of tools, with their own CDW•G Extranet page giving them the ability to create custom reports, manage assets, and retrieve invoices, among many other functionalities.

We shall continue to surpass the City's expectations into the second term of our agreement, and look forward to continuing the successful trend of the contract. If you have any questions, please contact Proposal Specialist Larissa Newman at 866.259.0569 or [larinew@cdw.com](mailto:larinew@cdw.com).

Sincerely,

Tara K. Barbieri  
Director, Program Sales

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# Tab One



## Offer and Acceptance Form

### 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:

CDW Government LLC  
Company Name

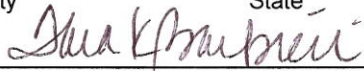
Name: Larissa Newman

230 N Milwaukee Ave  
Address

Title: Proposal Specialist

Vernon Hills      IL      60061  
City                      State                      Zip

Phone: 866.259.0569

  
Signature of Person Authorized to Sign

Fax: 312.752.4078

Tara K. Barbieri  
Printed Name

E-mail: larinew@cdw.com

Director, of Program Sales  
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. \_\_\_\_\_.

**CITY OF TUCSON**, a municipal corporation

Approved as to form this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
As Tucson City Attorney and not personally

\_\_\_\_\_  
Marcheta Gillespie, C.P.M., CPPO, CPPB, CPM  
As Interim Director of Procurement and not personally

# Tab Two



Amendment

## CITY OF TUCSON DEPARTMENT OF PROCUREMENT

REQUEST FOR PROPOSAL NO. 130733

**INFORMATION TECHNOLOGY SOLUTIONS including  
DESKTOPS, NOTEBOOKS, SERVERS, SOFTWARE,  
PERIPHERALS, AND SERVICES**

**AMENDMENT NO. 1 (ONE)**

The referenced document has been modified as per the attached Amendment No. 1 (ONE).

**Please sign this Amendment where designated and return the executed copy with the submission of your proposal.** This amendment is hereby made part of the referenced proposal as though fully set forth therein. Any questions regarding this amendment should be addressed to **NATHAN DAOU**.

ND/swb

# REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON  
DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
ISSUE DATE: FEBRUARY 6, 2013

REQUEST FOR PROPOSAL NO. 130733  
RFP AMENDMENT NO. 1 (ONE)  
PAGE NO. 1 OF 3  
RFP DUE DATE: FEBRUARY 19, 2013  
RESPONSIBLE CONTRACT OFFICER: NATHAN DAOU

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.  
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

## INFORMATION TECHNOLOGY SOLUTIONS including DESKTOPS, NOTEBOOKS, SERVERS, SOFTWARE, PERIPHERALS, AND SERVICES

1. The Proposal Due Date is hereby changed to February 19, 2013 at 4:00 PM Local Arizona Time.
2. Representatives from the following firms were in attendance at the Pre-Proposal Conference on January 29, 2012:

Copper State Communications  
Leeshanok Network Solutions  
CDW Government  
Office Depot/Tech Depot  
Dell  
World Wide Technology, Inc.

3. Requests have been made to have the RFP document in Microsoft Word format, as opposed to Adobe PDF format. Therefore, the RFP document in Microsoft Word format is hereby attached to this amendment.
4. The first sentence of the second paragraph of Paragraph 5 (Pricing) of the Scope of Work section is hereby replaced with the following sentence:  

“Price discounts will be evaluated by applying the Vendor’s discount to the prices listed on the verifiable price index.”
5. Attachment A, the Revised Sample Items List is hereby replaced with the attached REVISED Attachment A. Offerors should fill out the REVISED Attachment A instead of the original Attachment A.
6. **CLARIFICATIONS:** The following questions have been received by the City. The questions, along with the City’s responses are provided below:

**Q:** Is it acceptable to add lines to the price page under Group 11 (Services) to list hourly rates?

**A:** Yes.



# REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON  
DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
ISSUE DATE: FEBRUARY 6, 2013

REQUEST FOR PROPOSAL NO. 130733  
RFP AMENDMENT NO. 1 (ONE)  
PAGE NO. 2 OF 3  
RFP DUE DATE: FEBRUARY 19, 2013  
RESPONSIBLE CONTRACT OFFICER: NATHAN DAOU

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.  
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

- Q:** National IPA Exhibit A (“National IPA Response for National Cooperative Contract”), which is part of Attachment B to the RFP, states in Paragraph 3.3.B.iv that Supplier must provide a commitment to attend and participate with National IPA at national and supplier-specific trade shows, conferences and meetings. Do we have to participate in all meetings? If so, what are the event dates, details?
- A:** National IPA and the awarded supplier(s) will work together to develop a marketing and communication strategy that is mutually agreed upon by both parties. The strategy will include identification of trade shows, conferences, meetings that will be beneficial to promotion of the awarded agreement. It is the expectation of National IPA that the awarded supplier(s) trade show strategy plan will include attendance and exhibition at the NIGP Annual Forum and NPI Annual Conference throughout the term of the agreement. Regional conferences and industry-specific events will be discussed and agreed upon during marketing strategy planning after the award is made.

- Q:** National IPA Exhibit A (“National IPA Response for National Cooperative Contract”), which is part of Attachment B to the RFP, states in Paragraph 3.3.B.vi that the Supplier must provide a plan for the design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement. Please elaborate on what will minimally be expected of the Supplier in regards to this item.
- A:** National IPA and the awarded supplier(s) will work together to develop a marketing and communication strategy that is mutually agreed upon by both parties. The strategy will include identification of advertising opportunities that will be beneficial to promotion of the awarded agreement. It is the expectation of National IPA that the awarded supplier(s) will include advertising as part of the overall marketing strategy in order to promote the awarded agreement.

- Q:** National IPA Exhibit A (“National IPA Response for National Cooperative Contract”), which is part of Attachment B to the RFP, states in Paragraph 3.3.K that the Supplier must state the amount of your company’s Public Agency sales for the previous fiscal year, and that the Supplier must provide a list of your top 10 Public Agency customers. For this, is National IPA looking for any government client? What if a supplier does not have a way to segment our combined sales by vertical type?
- A:** If a supplier does not have a way to segment their combined sales by vertical type, then the supplier should provide a total sales amount for all public agencies combined. National IPA is trying to understand the supplier's current sales in the public agency sector.

# REQUEST FOR PROPOSAL AMENDMENT


CITY OF TUCSON  
DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
ISSUE DATE: FEBRUARY 6, 2013

REQUEST FOR PROPOSAL NO. 130733  
RFP AMENDMENT NO. 1 (ONE)  
PAGE NO. 3 OF 3  
RFP DUE DATE: FEBRUARY 19, 2013  
RESPONSIBLE CONTRACT OFFICER: NATHAN DAOU

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.  
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

**THIS PAGE LEFT BLANK INTENTIONALLY**

ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.  
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

 02/13/2013  
Signature Date  
Tara K. Barbieri/Director, Program Sales  
Typed Name and Title

CDW Government LLC  
Company Name  
230 N Milwaukee Ave  
Address  
Vernon Hills IL 60061  
City State Zip

revised 2/99

# Tab Three



Copy of RFP  
Document

## CITY OF TUCSON REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER: 130733  
PROPOSAL DUE DATE: FEBRUARY 12, 2013 AT 4:00 P.M. LOCAL AZ TIME  
PROPOSAL SUBMITTAL LOCATION: DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6<sup>TH</sup> FLOOR, TUCSON, AZ 85701

MATERIAL OR SERVICE: INFORMATION TECHNOLOGY SOLUTIONS  
INCLUDING DESKTOPS, NOTEBOOKS,  
SERVERS, SOFTWARE, PERIPHERALS, AND  
SERVICES

PRE-PROPOSAL CONFERENCE DATE: JANUARY 29, 2013  
TIME: 11:00 A.M., LOCAL AZ TIME  
LOCATION: CITY HALL, ATTORNEY'S CONFERENCE ROOM  
255 W. ALAMEDA, 7<sup>TH</sup> FLOOR, TUCSON, AZ 85701

CONTRACT OFFICER: NATHAN DAOU  
TELEPHONE NUMBER: (520) 837-4136  
nathan.daou@tucsonaz.gov

A copy of this solicitation and possible future amendments may be obtained from our Internet site at: <http://www.tucsonprocurement.com/> by selecting the Bid Opportunities link and the associated solicitation number. The City does not mail out Notices of available solicitations via the U.S. Postal Service. Email notifications are sent to those interested offerors who are registered with us and who have selected email as their preferred delivery method. To register, please visit [www.tucsonprocurement.com](http://www.tucsonprocurement.com/), click on Vendors, then click on Vendor Registration. To update an existing record, click on Vendors, click on What's New?, and read the section titled "Notice of Solicitations." You may also call (520) 791-4217 if you have questions.

Competitive sealed proposals for the specified material or service shall be received by the Department of Procurement, 255 W. Alameda, 6th Floor, Tucson, Arizona 85701, until the date and time cited.

Proposals must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact date and time indicated above. Late proposals shall not be considered. The prevailing clock shall be the City Department of Procurement clock.

Proposals must be submitted in a sealed envelope. The Request for Proposal number and the offeror's name and address should be clearly indicated on the outside of the envelope. All proposals must be completed in ink or typewritten. Questions must be addressed to the Contract Officer listed above.

**\*\*\*\*ALERT\*\*\*\***

Effective April 9, 2012, the Tucson Modern Streetcar project will begin the downtown streetcar construction and downtown streets will be affected until further notice. Please plan your route accordingly. For further information, please visit the Tucson Modern Streetcar website at <http://www.tucsonstreetcar.com/> or call 520-624-5656.

ND/swb

PUBLISH DATE: JANUARY 22, 2013

# CITY OF TUCSON

## REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER: 130733  
PROPOSAL DUE DATE: FEBRUARY 12, 2013 AT 4:00 P.M. LOCAL AZ TIME  
PROPOSAL SUBMITTAL LOCATION: DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6<sup>TH</sup> FLOOR, TUCSON, AZ 85701

MATERIAL OR SERVICE: INFORMATION TECHNOLOGY SOLUTIONS  
INCLUDING DESKTOPS, NOTEBOOKS,  
SERVERS, SOFTWARE, PERIPHERALS, AND  
SERVICES

PRE-PROPOSAL CONFERENCE DATE: JANUARY 29, 2013  
TIME: 11:00 A.M., LOCAL AZ TIME  
LOCATION: CITY HALL, ATTORNEY'S CONFERENCE ROOM  
255 W. ALAMEDA, 7<sup>TH</sup> FLOOR, TUCSON, AZ 85701

CONTRACT OFFICER: NATHAN DAOU  
TELEPHONE NUMBER: (520) 837-4136  
nathan.daou@tucsonaz.gov

A copy of this solicitation and possible future amendments may be obtained from our Internet site at: <http://www.tucsonprocurement.com/> by selecting the Bid Opportunities link and the associated solicitation number. The City does not mail out Notices of available solicitations via the U.S. Postal Service. Email notifications are sent to those interested offerors who are registered with us and who have selected email as their preferred delivery method. To register, please visit [www.tucsonprocurement.com](http://www.tucsonprocurement.com/), click on Vendors, then click on Vendor Registration. To update an existing record, click on Vendors, click on What's New?, and read the section titled "Notice of Solicitations." You may also call (520) 791-4217 if you have questions.

Competitive sealed proposals for the specified material or service shall be received by the Department of Procurement, 255 W. Alameda, 6th Floor, Tucson, Arizona 85701, until the date and time cited.

Proposals must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact date and time indicated above. Late proposals shall not be considered. The prevailing clock shall be the City Department of Procurement clock.

Proposals must be submitted in a sealed envelope. The Request for Proposal number and the offeror's name and address should be clearly indicated **on the outside** of the envelope. All proposals must be completed in ink or typewritten. Questions must be addressed to the Contract Officer listed above.

**\*\*\*\*ALERT\*\*\*\***

Effective April 9, 2012, the Tucson Modern Streetcar project will begin the downtown streetcar construction and downtown streets will be affected until further notice. Please plan your route accordingly. For further information, please visit the Tucson Modern Streetcar website at <http://www.tucsonstreetcar.com/> or call 520-624-5656.

ND/swb

PUBLISH DATE: JANUARY 22, 2013

## INTRODUCTION

The City of Tucson (the "City") is requesting proposals from firms qualified to provide **Information Technology Solutions including desktops, notebooks, servers, software, peripherals and services**, to be delivered F.O.B. destination to various locations though out the City of Tucson.

Requirements and qualifications are defined in detail in the Scope of Work and Technical Requirements Section of this Request for Proposal (RFP).

## NATIONAL CONTRACT REQUIREMENTS

The City, as the Principal Procurement Agency, as defined in Attachment B, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to make the resultant contract ("Master Agreement") from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The City is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Attachment I contains additional information on National IPA and the cooperative purchasing agreement.

With corporate, pricing and sales commitments from the Supplier, National IPA provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies though multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and competed. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the National IPA documents (Attachment B). The City, reserves the right to deem submissions that do not include a response to the National IPA documents as non-responsive.

The City anticipates spending approximately \$750,000 over the full potential Master Agreement term for Informational Technology Solutions. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Informational Technology Solutions purchased under the Master Agreement through National IPA is approximately \$100,000,000. This projection is based on the current annual volumes among the City, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and National IPA.

## SCOPE OF WORK

1. **QUALIFIED VENDORS:** Offerors should meet the minimum qualifications:
  - a) A full range of information technology solution products and services to meet varying requirements of governmental agencies.
  - b) Have a strong national presence as a computer solutions provider.
  - c) Have a distribution model capable of delivering products, free of charge, in a timely manner on a nationwide basis.
  - d) Have a demonstrated sales presence.
  - e) Ability to provide a toll-free telephone and state of the art electronic facsimile and internet ordering and billing capabilities.

**Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.**

2. **ORDERING:** Although the City is open to alternate ordering methods, the primary methods for customers placing orders with the Contractor is through the following:
  - a. Online
  - b. Telephone
  - c. Fax
  - d. Email
3. **DELIVERY REQUIREMENT:** Contractor agrees to deliver all products to the desktop of the ordering customer. In many cases within the City, the Contractor may be asked to deliver all goods to the front counter within a given department.
4. **SCOPE OF PRODUCTS:** The intent of this solicitation is to establish a contract with the ability to purchase a comprehensive, wide variety of Information Technology Solution Products including but not limited to the following categories:
  - a. Personal Computer Systems: National brand name desktop PCs, notebooks and laptops from Enterprise Tier and Middle Tier vendors that are business related computers, manufactured by companies, such as, Apple, COMPAQ, Dell, Gateway, Hewlett Packard, IBM / Lenovo and Toshiba.
  - b. Standard Business Workstation: These will be used for typical tasks, which will include word processing, spreadsheet analysis, database management, business graphics, statistical analysis, internet, and other office automation activities. Product will include the operating system license, software media and documentation in the hardware shipment.
  - c. High End Workstation: These will be used by application developers using GIS, CASE or other high level language development tools, Computer Aided Design and Drafting professional, Internet Application developers or other sophisticated application work. Product will include the operating system license, software media and documentation in the hardware shipment.
  - d. Laptop Computer or Notebook: These will be used by traveling or remote access user for typical office automation and business productivity use. With a port replicator or docking station, it may also be used as a standard desktop. Product will include the operating system license, software media and documentation in the hardware shipment.
  - e. Network Equipment: This includes equipment primarily used for communications over an IP network. This includes layer 2 and layer 3 switches, routers, area wireless access points, point-to-point wireless access, optics, media interfaces (i.e serial, T1, T3, OC3) and fiber channel. Class of equipment should include home office, small and medium business, and enterprise. Vendors may include, but not limited to, Cisco Systems, Dell, Juniper Networks, HP, Extreme Networks, Enterasys Networks, D-Link, Netgear, and Brocade Communications Systems.

- f. **Monitors:** These will include plug and play compatible monitors that are manufactured for the above systems and/or any other brand that may be specifically called for by the ordering entity and which meet the most current UL and OSHA requirements.
- g. **Computer and Network Products and Peripherals:** Complete availability of major manufacturers product lines on items such as, but not limited to RAM, graphic accelerator cards, network interface cards, cables, printers, scanners, keyboards, drives, memory cards, cables, batteries, etc.
- h. **Services:** Services such as cloud computing, consulting, technical support, leasing/financing, trade-ins, repair, design, analysis, configuration, implementation, installation, training and maintenance, etc. In addition, services which are related to the design, use or operation of the products being purchased such as system configurations, testing, hardware/software installation, upgrades, imaging, etc..

Note: All hardware should come assembled. For example, if extra memory, additional drives or peripherals are ordered, the Vendor must install them.

- i. **Comprehensive Product Offering:** Offeror's complete catalog and services offered shall be available. Each offeror awarded a contract under this solicitation may offer their complete product and service offering. Pricing for products and services must be entered on the appropriate section of the Price Page. The City reserves the right to accept or reject any or all items offered.

**5. PRICING:** Vendors shall provide a price in the format of a percentage discount off a verifiable price index. Vendors may submit discounts for various manufacturers. Discounts will remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award. However, pricing may fluctuate as the price for the product changes with the verifiable pricing standard. Also, the "technology marketplace" is one of rapid change, with new products and revisions coming into the marketplace on a regular basis, it is required that a verifiable pricing formula or guaranteed discount matrix be included with response. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. In the event a product is discontinued, Vendor will provide a product of the same or greater functionality, utilizing the proposed discount structure. In addition, Vendor must notify the City in writing within 60 days of EOL (end of life) on all models.

Award will be determined by applying the Vendor's discount to the prices listed on the verifiable price index. The City has provided various sample items on the Sample Item List (See Attachment A) for pricing evaluation purposes. Vendors are required to fill out the Sample Items List.

It is the Vendor's responsibility to provide the City with an up-to-date price list for the duration of the contract.

- 6. AWARD:** It is the City's intention that a single or limited number of awards will be made under this solicitation.
- 7. DEFECTIVE PRODUCT:** All defective products 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. All replacement products must be received by the City within seven (7) days of initial notification.



## INSTRUCTIONS TO OFFERORS

### 1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

For purposes of this solicitation and subsequent contract, the following definitions shall apply:

**City:** The City of Tucson, Arizona

**Contract:** The legal agreement executed between the City and the Contractor/Consultant. The Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments, the Contractor's offer and negotiated items as accepted by the City.

**Contractor/Consultant:** The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.

**Contract Representative:** The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.

**Director of Procurement:** The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.

**May:** Indicates something that is not mandatory but permissible.

**Offeror:** The individual, partnership, or corporation who submits a proposal in response to a solicitation.

**Shall, Will, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.

**Should:** Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

**2. PRE-PROPOSAL CONFERENCE:** If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Request for Proposal due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.

**3. INQUIRIES:** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such, otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

**4. AMENDMENT OF REQUEST FOR PROPOSAL:** The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time.

**5. FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

### 6. PREPARATION OF PROPOSAL:

A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.

B. At a minimum, your proposal should include the signed Offer and Acceptance form, signed copies of any solicitation amendments, completed Price Page and your response to all evaluation criteria.

C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.

- D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.
  - E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
  - F. Periods of time, stated as a number of days, shall be in calendar days.
  - G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
  - H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
  - I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.
- 7. PAYMENT DISCOUNTS:** Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period. The payment discount shall apply to all purchases and to all payment methods.
- 8. TAXES:** The City of Tucson is exempt from federal excise tax, including the federal transportation tax.
- 9. PROPOSAL/SUBMITTAL FORMAT:** **An original and 5 copies (6 total) of each proposal** should be submitted on the forms and in the format specified in the RFP. Offerors shall also submit two electronic copies of the proposal on cd, disc or zip disc in MS Office 2003 or .pdf format. Any confidential information shall be submitted on a separate cd, disc or zip disc. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided, three hole punched and in a binder. The material should be in sequence and related to the RFP. **The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document and the Offeror's response to the Evaluation Criteria including the completed Price Page.** Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.
- 10. EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.
- 11. PUBLIC RECORD:** All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.
- 12. CONFIDENTIAL INFORMATION:** The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.
- 13. CERTIFICATION:** By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:
- A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
  - C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
  - D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

- 14. WHERE TO SUBMIT PROPOSALS:** In order to be considered, the Offeror must complete and submit its proposal to the City of Tucson Department of Procurement at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be submitted in a sealed envelope. The words "SEALED PROPOSAL" with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope.
- 15. LATE PROPOSALS:** Late proposals will be rejected.
- 16. OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.
- 17. WITHDRAWAL OF PROPOSAL:** At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.
- 18. DISCUSSIONS:** The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.
- 19. CONTRACT NEGOTIATIONS:** Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).
- 20. VENDOR APPLICATION:** Prior to the award of a Contract, the successful offeror shall register with the City's Department of Procurement. Registration can be completed at <http://www.tucsonprocurement.com/> by clicking on Vendor Services. Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.
- 21. CITY OF TUCSON BUSINESS LICENSE:** It is the responsibility of the Contractor to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at <http://www.tucsonaz.gov/etax>. For questions contact the City's Business License Section at (520) 791-4566 or email at [tax-license@tucsonaz.gov](mailto:tax-license@tucsonaz.gov).
- 22. UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.
- 23. AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:
- (1) waive any immaterial defect or informality; or
  - (2) reject any or all proposals, or portions thereof; or
  - (3) reissue the Request for Proposal.

A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Director of Procurement and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.

- 24. PROPOSAL RESULTS:** The name(s) of the successful offeror(s) will be posted on the Procurement Department's Internet site at <http://www.tucsonprocurement.com/> upon issuance of a Notice of Intent to Award or upon final contract execution.

- 25. PROTESTS:** A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:
- A. The name, address, and telephone number of the protestant;
  - B. The signature of the protestant or its representative;
  - C. Identification of the Request for Proposal or Contract number;
  - D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
  - E. The form of relief requested.

## PROPOSAL EVALUATION REQUIREMENTS

### I. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

- A. Method of Approach
- B. Price
- C. Qualifications and Experience
- D. Technology

### II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

#### A. Method of Approach

1. Provide a response to the national program.
  - a. Include a detailed response to Attachment B, Exhibit A, National IPA Response for National Cooperative contract. Responses should demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to National IPA.
  - b. The successful offeror will be required to sign Attachment B, Exhibit B, National IPA Administration Agreement. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to the National IPA Administration Agreement.
2. Provide a description of the product lines that can be provided by your firm.
3. Provide a description of the services that can be provided by your firm.
4. Describe how your firm proposes to distribute the products/services nationwide.
5. Identify all other companies that will be involved in processing, handling or shipping the products/service to the Participating Agencies. Include any subsidiaries that may include product or service under the Contract.
6. Provide the number, size and location of your firm's distribution facilities, warehouses and retail network as applicable.
7. State any return and restocking policy, and any fees, if applicable associated with returns.
8. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice?
9. Describe your delivery commitment:
  - a. What is your fill rate guarantee?
  - b. What are your delivery days?
  - c. Do you offer next day delivery?
  - d. How do you facilitate emergency orders?
  - e. Are shipping charges exempt for ALL who use this contract?
  - f. Describe how problems (such as a customer ordering a wrong product or a customer receiving a defective product; etc.) are resolved.
10. Describe the types of customer service available to agencies that use this contract:

- a. Is online support available?
  - b. Is phone support available?
  - c. Can agencies request a dedicated service representative and/or a dedicated service team? If a dedicated customer service representative and/or team are assigned, what types of services does the representative/team provide? How do you help the customer manage our account?
  - d. How are problems resolved?
  - e. What are the location and hours of your call centers?
  - f. What response time is guaranteed when a customer service request is made?
  - g. Do you measure/track the success of your customer service program? If so, how do you do this, and what are your findings?
11. Describe the warranty period of products. Submit information on your warranty program.
12. Describe how your firm will notify customers of new products.
13. Describe how your firm notifies customers of discontinued products?
14. Describe if technical support questions are handled the same way as a customer service request? If not, describe the type(s) of technical support available, the location of technical support, and the hours of technical support.
15. Describe the proposed verifiable pricing formula or guaranteed discount matrix for new products introduced.
16. Describe what other services you offer that would be applicable to this contract (e.g., leasing/financing, services, maintenance, implementation, design, analysis, training, repair, etc.)

## B. Price Proposal

1. Provide price proposal as requested on the Price Page attached herein. In addition to indicating your proposed discounts on the Price Page, you must also apply those discounts to the sample items in the Sample Items List in Attachment A.
2. Propose and provide details of additional discounts or rebates for volume orders, special manufacturers' offers, free goods program, total annual spend, etc.
3. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by \_\_\_\_\_%, if payment is made within \_\_\_\_\_ days. These payment terms shall apply to all purchases and to all payment methods.
4. 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
5. Does your firm have a City of Tucson Business License? \_\_\_\_\_Yes \_\_\_\_\_No  
If yes, please provide a copy of your City of Tucson Business license.

## C. Qualifications and Experience

1. Provide a brief history and description of your firm. Discuss firm's national presence in the IT solutions industry.
2. Provide the total number and location of sales persons employed by your firm.
3. Provide the number and location of support centers (if applicable).
4. Provide your firm's annual sales for 2009, 2010, and 2011.
5. Please submit your FEIN and Dunn & Bradstreet report.

6. Provide a summarization of your experience in performing work similar to that outlined in this solicitations. Provide a minimum of three references for which your firm has provided the same solution (please include company name, address, contact person, phone number, email address and dates of service). References from other public agencies, particularly municipal governments, are preferred.
7. Provide resumes and three references (preferably from the public sector) for the primary customer service representative(s). Resume(s) shall include their title within the organization, a description of the type of work they would perform, the individuals' credentials, background, years of experience and relevant experience, etc. References shall include the contact's name, phone number, email, position, organization, and the work which the Offeror performed for the reference.
8. Provide information regarding if your organization ever failed to complete any work awarded.
9. Provide information regarding if your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

**D. Technology**

1. Describe your website and the ease-of-use for customers to perform the following types of tasks:
  - a. to search for products
  - b. to find alternate products (if a certain product is not available)
  - c. to perform side-by-side price comparison of products
  - d. to order products
  - e. to order products in advance (i.e., how far in advance of required delivery date can an order be placed?)
  - f. to track order status, to include backordered items
  - g. to determine when an item was received and who received it
  - h. to restrict/block the ordering of certain line items and to restrict/block the ordering of groups
  - i. to create approval paths/levels for orders, to include creating an approval path for restricted items
  - j. to create a "favorites" list or other personalized list of frequently ordered items
  - k. to create a "shared" list for an agency to use
  - l. to obtain online customer service
  - m. to receive online training
  - n. to accept credit card payment (and describe the level of data offered; also describe your security measures for credit card orders)
  - o. to track their budget for purchases
  - p. to generate reports
2. Describe additional functionality offered by your website. Provide screen shots, a demo "CD," a demo URL, a manual, etc., or any other format that will aid the City in our evaluation of your website.
3. Describe any national awards and/or other recognition that your website has received.
4. Describe the hours your website is available? What are your hours of downtime, such as for system maintenance?
5. Does your website offer real time product availability?
6. Does your website offer order size incentives? For example, if an order reaches a certain amount, is there a discount that is offered and, if so, how is that conveyed to the customer?
7. Describe the types of email confirmations that your website generates. What events trigger an email going to the customer?

8. Describe the registration process to set up new customers for your online ordering process. Is self-registration available? If an agency does not want self-registration, are you available to assist in the registration process?
9. Describe if your website can be customized for an agency's specific needs, such as placing our logo on your website, associating an agency blanket purchase order number on all orders, creating a bulletin board or other place to display customized messages, displaying approved configurations, naming certain fields (i.e., user defined fields), etc.
10. Describe the types of online reporting that are available. Is customized reporting available?
11. Describe your online return process (if available).
12. Describe any third-party integration that you have successfully implemented. For example, is your website integrated with any third-party procurement, financial, or purchasing/credit card systems?
13. Describe your strategic vision for your website – i.e., Is new functionality expected to be added? If so, describe the functionality and the timeline for implementation. How often is the web redesigned? As technology evolves (for example, new search engines are more robust), does your website evolve, too? Etc.

### **III. GENERAL**

#### **A. Shortlist:**

The City reserves the right to shortlist the offerors on the stated criteria. However, the City may determine that shortlisting is not necessary.

#### **B. Interviews:**

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

#### **C. Additional Investigations:**

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

#### **D. Prior Experience:**

Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers.

#### **E. Multiple Awards:**

To provide adequate contract coverage, at the City's sole discretion, multiple awards may be made.



## SPECIAL TERMS AND CONDITIONS

- 1. 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.

- 2. FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.
- 3. PAYMENTS:** All payments made by the City of Tucson for goods or services will be made to the vendor named on the Offer and Acceptance form. If you do not wish payment to be made to that address, you must submit an attached sheet indicating the proper mailing address with this bid.
- 4. RIGHT TO TERMINATE FOR CHANGE IN OWNERSHIP OR MATERIAL RESTRUCTURE OF THE CONTRACTOR:** In addition to Termination of Contract, in the Standard Terms and Conditions section of this solicitation and resulting contract, the City reserves the right to cancel the whole or part of this contract within 60 days written notice of the completion of any material change of ownership in the Contractor's company, including its sale, merger, consolidation or dissolution.
- 5. FEDERAL, STATE AND LOCAL TAXES, LICENSES AND PERMITS:** The Supplier shall comply with all Federal, State, and local licenses and permits required for the operation of the business conducted by the Supplier as applicable to this Contract. The Supplier shall, at no expense to the City, National IPA, or other Participating Agencies, procure and keep in force during the entire period of the Agreement all such permits and licenses.
- 6. PRICE ADJUSTMENT:** The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the Contract extension.

7. **TERM AND RENEWAL:** The term of the Contract shall commence upon award or August 18, 2013, whichever is later, and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

## STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.
2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.
3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.
6. **CERTIFICATION OF COMPLIANCE WITH A.R.S. SEC. 35-393 ET SEQ.:** By signing this contract, the Contractor certifies that it does not have scrutinized business operations in Iran as required by A.R.S. sec. 35-393 et seq. If the City determines that the Contractor has submitted a false certification, the City may impose remedies as provided in the Tucson Procurement Code up to and including termination of this contract.
7. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.
8. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.
9. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.
10. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
11. **CONTRACT AMENDMENTS:** The Procurement Department has the sole authority to:
  - A. Amend the contract or enter into supplemental verbal or written agreements;
  - B. Grant time extensions or contract renewals;
  - C. Otherwise modify the scope or terms and provisions of the contract.

This Contract shall only be modified with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

12. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall

prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

- 13. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.
- 14. DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
- 15. EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
- 16. FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

- 17. FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

- 18. GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
- 19. HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.
- 20. INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

**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, paid vacation or sick days 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.

**22. INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

**23. INTERPRETATION-PAROLE EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

**24. 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.

**25. LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

**26. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.

**27. NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.

**28. OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.

**29. PAYMENT:** The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

The Contractor's payment terms shall apply to all purchases and to all payment methods.

**30. PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

- 31. PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.
- 32. RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.
- 33. RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.
- 34. RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.
- 35. RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.
- 36. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.
- 37. SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.
- 38. SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.
- 39. SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.
- 40. TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

- 41. TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
- 42. WARRANTIES:** Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

## PRICE PAGE

For each item listed on the Price Pages, Offerors are encouraged to offer a discount off of a verifiable price list by all manufacturers that they choose to propose. For example, Group 2, Item 4 is Keyboards. An offeror may wish to propose more than one manufacturer of keyboards, such as Logitech, Fellows, Belkin, Kensington, Tripplite, etc. Offerors should provide a separate discount for each manufacturer that they propose. Offerors should add additional rows to the price page in order to accommodate additional manufacturers' discounts.

ITEM NO.	PRICING GROUP	DISCOUNT OFF VERIFIABLE PRICE INDEX
----------	---------------	-------------------------------------

**Group 1 Systems**

- |    |   |         |
|----|---|---------|
| 1. | Desktops  | _____ % |
| 2. | Notebooks   | _____ % |
| 3. | Tablets   | _____ % |
| 4. | Servers (1 Processor, 2, Processor, 4+Processor, Blade, Tower, Unix, Handhelds, etc.) | _____ % |

**Group 2 Input Devices**

- |     |                        |         |
|-----|------------------------|---------|
| 5.  | Keyboards              | _____ % |
| 6.  | Mice                   | _____ % |
| 7.  | Imaging Scanners       | _____ % |
| 8.  | POS Scanners           | _____ % |
| 9.  | Pointing Devices       | _____ % |
| 10. | Bar Code Readers       | _____ % |
| 11. | Audio Input            | _____ % |
| 12. | Input Adapters         | _____ % |
| 13. | PC and Network Cameras | _____ % |
| 14. | Input Cables           | _____ % |
| 15. | Input Accessories      | _____ % |

**Group 3 Output Devices**

- |     |                                |         |
|-----|--------------------------------|---------|
| 16. | Displays                       | _____ % |
| 17. | Printers                       | _____ % |
| 18. | Inkjet Printers                | _____ % |
| 19. | Inkjet Photo Printers          | _____ % |
| 20. | Laser Printers                 | _____ % |
| 21. | Label Printers                 | _____ % |
| 22. | Dot Matrix Printers            | _____ % |
| 23. | Multi-Function Printers        | _____ % |
| 24. | Wide Format Printers           | _____ % |
| 25. | Multi-Function Inkjet Printers | _____ % |
| 26. | Wide Format Printers           | _____ % |
| 27. | Fax Machine Printers           | _____ % |
| 28. | Printer Accessories            | _____ % |
| 29. | Projectors                     | _____ % |
| 30. | Projector Accessories          | _____ % |
| 31. | Audio Input                    | _____ % |
| 32. | Video Cards                    | _____ % |
| 33. | Sound Cards                    | _____ % |
| 34. | Output Accessories             | _____ % |
| 35. | Printer Consumables            | _____ % |



**ITEM NO. PRICING GROUP**

**DISCOUNT OFF VERIFIABLE PRICE INDEX**

**Group 4 Memory**

36.	Desktop	_____	%
37.	Flash	_____	%
38.	Networking	_____	%
39.	Notebook	_____	%
40.	Printer/Fax	_____	%
41.	Server	_____	%

**Group 5 Storage Devices**

42.	Adapters Fibre Channel	_____	%
43.	Adapters FireWire/USB	_____	%
44.	Adapters IDE/ATA/SATA	_____	%
45.	Adapters RAID	_____	%
46.	Adapters SCSI	_____	%
47.	Bridges & Routers	_____	%
48.	Disk Arrays	_____	%
49.	Disk Arrays JBOD	_____	%
50.	Drives Magneto-Optical	_____	%
51.	Drives Removable Disk	_____	%
52.	Fiber Channel Switches	_____	%
53.	Hard Disks External	_____	%
54.	Hard Disks Fibre Channel	_____	%
55.	Hard Disks IDE/ATA/S	_____	%
56.	Hard Disks Notebook	_____	%
57.	Hard Disks SCSI	_____	%
58.	Networking Accessories	_____	%
59.	Optical Drives CD-RO	_____	%
60.	Optical Drives CD-RW	_____	%
61.	Optical Drives DVD/C	_____	%
62.	Optical Drives DVD-R	_____	%
63.	Storage Accessories	_____	%
64.	Storage NAS	_____	%
65.	Storage SAN	_____	%
66.	Tape Autoloaders AIT	_____	%
67.	Tape Autoloaders DAT	_____	%
68.	Tape Autoloaders DLT	_____	%
69.	Tape Autoloaders LTO	_____	%
70.	Tape Drives 4mm	_____	%
71.	Tape Drives 8mm/VXA	_____	%
72.	Tape Drives AIT	_____	%
73.	Tape Drives DAT	_____	%
74.	Tape Drives DLT	_____	%
75.	Tape Drives LTO/Ultrium	_____	%
76.	Tape Drives SDLT	_____	%
77.	Tape Drives Travan	_____	%

ITEM NO.	PRICING GROUP	DISCOUNT OFF VERIFIABLE PRICE INDEX
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**Group 6 Network Equipment**

78.	10/100 Hubs & Switch	_____ %
79.	Bridges and Routers	_____ %
80.	Gigabit Hubs & Switches	_____ %
81.	Concentrators and Multiplexers	_____ %
82.	Hardware Firewalls	_____ %
83.	Intrusion Detection	_____ %
84.	KVM	_____ %
85.	Modems	_____ %
86.	Network Test Equipment	_____ %
87.	Network Adapters	_____ %
88.	Network Cables	_____ %
89.	Network Accessories	_____ %
90.	Repeaters and Transceivers	_____ %
91.	Wireless LAN Accessories	_____ %
92.	Token Authentication	_____ %
93.	10G Fiber Optic Transceivers	_____ %
94.	1G Fiber Optic Transceivers	_____ %

**Group 7 Software**

95.	Licensing Packages (i.e., Microsoft Open Value, Microsoft EES)	_____ %
96.	Licensing Backup	_____ %
97.	Licensing Barcode/OC	_____ %
98.	Licensing Business Application	_____ %
99.	Licensing CAD/CAM	_____ %
100.	Licensing Cloning	_____ %
101.	Licensing Computer Services	_____ %
102.	Licensing Database	_____ %
103.	Licensing Development	_____ %
104.	Licensing Entertainment	_____ %
105.	Licensing Financial	_____ %
106.	Licensing Flow Chart	_____ %
107.	Licensing Graphic Design	_____ %
108.	Licensing Handheld	_____ %
109.	Licensing Network OS	_____ %
110.	Licensing OS	_____ %
111.	Licensing Personal Organization	_____ %
112.	Licensing Presentation	_____ %
113.	Licensing Reference	_____ %
114.	Licensing Report Analysis	_____ %
115.	Licensing Spreadsheet	_____ %
116.	Licensing Utilities	_____ %
117.	Licensing Warranties	_____ %
118.	Licensing Web Development	_____ %
119.	Licensing Word Processing	_____ %
120.	Software Backup	_____ %
121.	Software Barcode/OCR	_____ %
122.	Software Business Application	_____ %
123.	Software CAD/CAM	_____ %
124.	Software Cloning	_____ %
125.	Software Computer Services	_____ %
126.	Software Database	_____ %

ITEM NO.	PRICING GROUP	DISCOUNT OFF VERIFIABLE PRICE INDEX
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**Group 7 Software Continued**

127.	Software Development	_____ %
128.	Software Entertainment	_____ %
129.	Software Financial	_____ %
130.	Software Flow Chart	_____ %
131.	Software Graphic Design	_____ %
132.	Software Handheld	_____ %
133.	Software OS	_____ %
134.	Software Personal Organization	_____ %
135.	Software Presentation	_____ %
136.	Software Reference	_____ %
137.	Software Report Analysis	_____ %
138.	Software Spreadsheet	_____ %
139.	Software Utilities	_____ %
140.	Software Warranties	_____ %
141.	Software Web Development	_____ %
142.	Software Word Processing	_____ %

**Group 8 Media Supplies**

143.	Media 4mm Tape	_____ %
144.	Media AIT Tape	_____ %
145.	Media DAT Tape	_____ %
146.	Media DLT Tape	_____ %
147.	Media LTO/Ultrium Tape Drive	_____ %
148.	Media Magneto-Optical	_____ %
149.	Media Optical	_____ %
150.	Media SLR Tape	_____ %
151.	Media Travan Tape	_____ %
152.	Media VXA Tape	_____ %
153.	Media Zip	_____ %

**Group 9 Collaboration and IP Telephony**

154.	IP Phones	_____ %
155.	Video Conferencing products	_____ %
156.	Voice Gateways/Servers	_____ %
157.	Headsets	_____ %
158.	Audio conferencing products	_____ %
159.	Analog phones	_____ %
160.	accessories	_____ %

**Group 10 Other**

161.	Advanced Integration	_____ %
162.	Asset Disposal	_____ %
163.	Asset Management	_____ %
164.	Cables	_____ %
165.	Cables Custom	_____ %
166.	Cables Printer	_____ %
167.	Complex Warranties	_____ %
168.	Desktop Accessories	_____ %
169.	Display Accessories	_____ %
170.	Electronic Services	_____ %
171.	Handheld Accessories	_____ %
172.	Imaging Accessories	_____ %

**ITEM NO.      PRICING GROUP      DISCOUNT OFF VERIFIABLE PRICE INDEX**

**Group 10 Other continued**

173.	Imaging Camcorders	_____	%
174.	Imaging Digital Cameras	_____	%
175.	Internal Lab Service	_____	%
176.	Lab Fees	_____	%
177.	Managed Services	_____	%
178.	Miscellaneous Solutions	_____	%
179.	Mounting hardware for vehicles		
180.	Networking Warranties	_____	%
181.	Notebook Accessories	_____	%
182.	Notebook Batteries	_____	%
183.	PC Lab Order Services	_____	%
184.	POS Accessories	_____	%
185.	POS Displays	_____	%
186.	Power Accessories	_____	%
187.	Power Surge Protection	_____	%
188.	Power UPS	_____	%
189.	Server Accessories	_____	%
190.	Service charge	_____	%
191.	System Components	_____	%
192.	Training Courses	_____	%
193.	Training Reference Manuals	_____	%
194.	Warranties Electronic	_____	%

**Group 11 Services – Offerors may offer a discount off list price or an hourly rate. Pricing may vary by manufacturer and by region of the country. Offerors should indicate any manufacturer and regional variances.**

195.	Design and Analysis	_____	%
196.	Configuration	_____	%
197.	Implementation	_____	%
198.	Installation	_____	%
199.	Training	_____	%
200.	Maintenance and Support	_____	%
201.	Additional Services Offered	_____	%
	(On a separate page list the additional services offered and their applicable discount)		

## 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:

\_\_\_\_\_  
Company Name

Name: \_\_\_\_\_

\_\_\_\_\_  
Address

Title: \_\_\_\_\_

\_\_\_\_\_  
City State Zip

Phone: \_\_\_\_\_

\_\_\_\_\_  
Signature of Person Authorized to Sign

Fax: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

E-mail: \_\_\_\_\_

\_\_\_\_\_  
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. \_\_\_\_\_.

**CITY OF TUCSON**, a municipal corporation

Approved as to form this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
As Tucson City Attorney and not personally

\_\_\_\_\_  
Marcheta Gillespie, C.P.M., CPPO, CPPB, CPM  
As Interim Director of Procurement and not personally

## **ATTACHMENTS**

ATTACHMENT A – Sample Items List

ATTACHMENT B – National IPA Exhibits

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## ATTACHMENT A: SAMPLE ITEMS LIST

**NOTE: For each item listed below, offeror should fill in the yellow cells only.** In the "Unit Price Before Discount" column, offeror should enter the unit price for the specified item before their discount is applied. In the "Discount" column, offeror should enter the discount that they are proposing to offer for the specified item. The discount entered in the "Discount" column should match the discount that offeror identified on the Price Page. The "Unit Price After Discount" column will autopopulate based on the entries in the two preceding columns.

Note: For the sole purpose of helping to identify the sample items below, the CDW-G Part # is also being provided for each item.

Item #	Description	Brand	Manufacturer's Part Number	CDW-G Part Number	UNIT PRICE BEFORE DISCOUNT	DISCOUNT	UNIT PRICE AFTER DISCOUNT
1	PLUG-IN DOCK AND LOCK 30 DRAWER CAB	PLUG-IN STORAGE SYSTEMS	4852-L-30	935042	\$ -	0.0000%	\$ -
2	GARMIN GPS 18X USB SENSOR	GARMIN	010-00321-31	1441195	\$ -	0.0000%	\$ -
3	KEN UNIV DOCK STAT SD400V VID/ENET	KENSINGTON	K33926US	1822378	\$ -	0.0000%	\$ -
4	RSA BASE SW LIC BTW 155-250	RSA SECURITY	APP0000250B	1016651	\$ -	0.0000%	\$ -
5	GARMIN FLANGE MOUNT	GARMIN	010-10453-00	914063	\$ -	0.0000%	\$ -
6	HP SB LA2205WG 22" WIDE DVI DP HA	HEWLETT-PACKARD	NM274A8#ABA	1906059	\$ -	0.0000%	\$ -
7	CRUCIAL 1GB 184PIN DDR PC3200	CRUCIAL TECHNOLOGY	CT12864Z40B	635238	\$ -	0.0000%	\$ -
8	FUJITSU FI-6770A FBSCAN 90PPM W/VRS	FUJITSU	PA03576-B035	1533003	\$ -	0.0000%	\$ -
9	HP OFFICEJET 100 MOB PRINTER-L411A	HEWLETT-PACKARD	CN551A#B1H	2374450	\$ -	0.0000%	\$ -
10	FUJITSU FI-6770 FBSCAN 90PPM W/VRS	FUJITSU	PA03576-B105	1532992	\$ -	0.0000%	\$ -
11	BELKIN USB A/A EXT CAB M/F IMAC 10'	BELKIN	F3U134-10-CBL	141310	\$ -	0.0000%	\$ -
12	CRUCIAL 1GB DDR2 PC2-6400	CRUCIAL TECHNOLOGY	CT12864AA80	1269183	\$ -	0.0000%	\$ -



13	CRUCIAL 1GB 200PIN SODIMM PC2700	CRUCIAL TECHNOLOGY	CT12864X335	657427	\$ -	0.0000%	\$ -
14	RSA SID700 60SEC 3YR 100 PACK	RSA SECURITY	SID700-6-60-36-100	1033112	\$ -	0.0000%	\$ -
15	HP LJ M3035XS	HEWLETT-PACKARD	CC477A#BCC	1342057	\$ -	0.0000%	\$ -
16	HP SB 6300 I3-2120 500GB 4GB W7P	HEWLETT-PACKARD	B5N08UT#ABA	2745728	\$ -	0.0000%	\$ -
17	NEC 2190UXP 21.3" DVI HA	NEC	LCD2190UXP-BK	993067	\$ -	0.0000%	\$ -
18	APC SMRTUPS 1500VA USB/SER RM 2U	APC	SUA1500RM2U	468489	\$ -	0.0000%	\$ -
19	ERGOTRON DUAL LCD STAND VERT <24"	ERGOTRON	33-091-200	210326	\$ -	0.0000%	\$ -
20	APC UPS NETWORK MANAGEMENT CARD 2	APC	AP9631	1745320	\$ -	0.0000%	\$ -
21	CRUCIAL 1GB DDR2 PC5300 240PIN DIMM	CRUCIAL TECHNOLOGY	CT12864AA667	727405	\$ -	0.0000%	\$ -
22	TRIPP ISOBAR SURGE 4 OUTLET 6FT CORD	TRIPP LITE	ISOBAR4ULTRA	024586	\$ -	0.0000%	\$ -
23	APC SMART UPS 2200VA RM/TWR	APC	SUA2200XL-NETPKG	1594908	\$ -	0.0000%	\$ -
24	TRENDNET 10/100TX-100FX FIB CONVERT	TRENDWARE INTERNATIONAL	TFC-110S15I	1563443	\$ -	0.0000%	\$ -
25	IBM LTO4 ULTRIUM 4 BAR CODE LABELED	IBM	95P4437	1319661	\$ -	0.0000%	\$ -
26	STARTECH 6IN USB EXTENSION CABLE	STARTECH COM	USBEXTAA6IN	1057465	\$ -	0.0000%	\$ -
27	RSA SID700 60SEC 3YR 50 PACK	RSA SECURITY	SID700-6-60-36-50	1035736	\$ -	0.0000%	\$ -
28	LANTRONIX EDS8PR 8PT TRMNL SRVR	LANTRONIX	EDS00812N-01	1183723	\$ -	0.0000%	\$ -
29	APC SMART UPS 1500VA 120V 8 OUT TWR	APC	SUA1500	323633	\$ -	0.0000%	\$ -
<b>GRAND TOTAL</b>							<b>\$ -</b>

## ATTACHMENT B



### **Requirements for National Cooperative Contract To be Administered by National Intergovernmental Purchasing Alliance Company**

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

National IPA Exhibit A – NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

National IPA Exhibit B – NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

National IPA Exhibit C – NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

National IPA Exhibit D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

National IPA Exhibit E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

National IPA Exhibit F – NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

**1.0 Scope of National Cooperative Contract**

**1.1 Requirement**

The City of Tucson (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company (“National IPA”), is requesting proposals for Informational Technology Solutions. The intent of this Request for Proposal is that any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the “Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through National IPA’s cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with National IPA (an example of which is included as Exhibit D) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency, including the Principal Procurement Agency, will be preceded by their registration with National IPA as a Participating Public Agency in National IPA’s cooperative purchasing program. Registration with National IPA as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through National IPA.

All transactions, purchase orders, etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither National IPA, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc. incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on National IPA’s requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through National IPA.

These requirements are incorporated into and are considered an integral part of this RFP. National IPA reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies.

**1.2 Marketing and Administrative Support**

During the term of the Master Agreement National IPA intends to provide marketing and administrative support for Supplier pursuant to this section 1.2 that directly promotes the Supplier’s products and services to Participating Public Agencies

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The National IPA marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Marketing collateral (print, email, presentations)
- B. Website support
- C. Trade shows/conferences/meetings
- D. Advertising

The National IPA sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The National IPA contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of 1.5% of the greater of the Contract Sales under the Master Agreement and guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the National Intergovernmental Purchasing Alliance Company Administration Agreement between Supplier and National IPA (the "National IPA Administration Agreement")

**1.3 Estimated Volume**

The dollar volume purchased under the Master Agreement is estimated to be approximately \$100,000,000 annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and National IPA.

#### **1.4 Award Basis**

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree.

#### **1.5 Objectives of Cooperative Program**

This RFP is intended to achieve the following objectives regarding availability through National IPA's cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

### **2.0 REPRESENTATIONS AND COVENANTS**

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and National IPA designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

#### **2.1 Corporate Commitment**

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

#### **2.2 Pricing Commitment**

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

Supplier commits that the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

**2.3 Sales Commitment**

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

**3.0 SUPPLIER QUALIFICATIONS**

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

**3.1 Company**

- A. Brief history and description of your company.
- B. Total number and location of sales persons employed by your company.
- C. Number and location of support centers (if applicable).
- D. Annual sales for the three previous fiscal years.
- E. Submit your FEIN and Dunn & Bradstreet report.

**3.2 Distribution, Logistics**

- A. Describe how your company proposes to distribute the products/service nationwide.
- B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
- D. State any return and restocking policy and fees, if applicable, associated with returns.

**3.3 Marketing and Sales**

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:
  - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
  - ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
- i. Creation and distribution of a co-branded press release to trade publications within first 10 days
  - ii. Announcement, contract details and contact information published on the company website within first 30 days
  - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
  - iv. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
  - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.
  - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
  - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, etc.)
  - viii. Dedicated National IPA internet web-based homepage with:
    - National IPA standard logo;
    - Copy of original Request for Proposal;
    - Copy of contract and amendments between Principal Procurement Agency and Supplier;
    - Summary of Products and pricing;
    - Marketing Materials
    - Electronic link to National IPA's online registration page;
    - A dedicated toll free number and email address for National IPA
- C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions.
- E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited by a Principal Procurement Agency
  - ii. Best government pricing
  - iii. No cost to participate

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

- iv. Non-exclusive contract
- F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
  - i. Key features of Master Agreement
  - ii. Working knowledge of the solicitation process
  - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA
- G. Provide contact information for the person(s), who will be responsible for:
  - i. Marketing
  - ii. Sales
  - iii. Sales Support
  - iv. Financial Reporting
  - v. Contracts
- H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.
- J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, etc.
- K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement.

\$\_\_\_\_\_.00 in year one  
\$\_\_\_\_\_.00 in year two  
\$\_\_\_\_\_.00 in year three

- N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation that is for Products covered under the Master Agreement.
  - i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).
  - ii. If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.



**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement.
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail your strategies under these options when responding to a solicitation.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT B-NATIONAL IPA ADMINISTRATION AGREEMENT**

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY  
ADMINISTRATION AGREEMENT**

This ADMINISTRATION AGREEMENT is made this \_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, between National Intergovernmental Purchasing Alliance Company (“National IPA”), and \_\_\_\_\_ (herein “Supplier”).

**RECITALS**

**WHEREAS**, the \_\_\_\_\_ (herein “Principal Procurement Agency”) has entered into a Master Agreement dated \_\_\_\_\_, Agreement No \_\_\_\_\_, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the “Master Agreement”), for the purchase of \_\_\_\_\_ (herein “Product”);

**WHEREAS**, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), that register with National IPA or otherwise execute a Master Intergovernmental Cooperative Purchasing Agreement (hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

**WHEREAS**, National IPA serves as the contract administrator for Principal Procurement Agency with regard to the Master Agreement, which is offered through National IPA to Public Agencies;

**WHEREAS**, Principal Procurement Agency desires National IPA to proceed with administration of the Master Agreement; and

**WHEREAS**, National IPA and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies on a national basis and to set forth certain terms and conditions governing the relationship between National IPA and Supplier.

**NOW, THEREFORE**, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, National IPA and Supplier hereby agree as follows:

**DEFINITIONS**

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT  
TERMS AND CONDITIONS**

2. The Master Agreement, as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between National IPA and Supplier the provisions of this Agreement shall prevail. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. National IPA shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to National IPA, its agents, employees, directors, and representatives under this Agreement including, but not limited to, the Supplier's obligation to provide appropriate insurance.

4. National IPA shall perform all of its duties, responsibilities and obligations as contract administrator under the Master Agreement as set forth herein, and Supplier hereby acknowledges and agrees that National IPA shall act in the capacity of contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, National IPA: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or such Participating Public Agency; (ii) shall not be obligated, liable or responsible for any order made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order; and (iii) shall not be obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. National IPA makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

**TERM OF AGREEMENT**

6. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of paragraphs 3, 4 and 5 hereof and the indemnifications afforded by the Supplier to National IPA herein and in the Master Agreement shall survive the term of this Agreement.

**NATIONAL PROMOTION**

7. National IPA and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement and if not cured within thirty (30)

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS**  
**EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT**

days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement at Principal Procurement Agency's sole discretion or this Agreement at National IPA's sole discretion.

8. A copy of the Principal Procurement Agency Certificate executed by Principal Procurement Agency and an example of the Master Intergovernmental Cooperative Purchasing Agreement that is agreed to by each Participating Public Agency, which set forth the terms for their respective participation with National IPA, are attached hereto as Exhibit B and C, respectively. Supplier shall require each Participating Public Agency to register its participation in the National IPA program using the electronic registration feature at [www.nationalipa.org](http://www.nationalipa.org) prior to processing the Participating Public Agency's first sales order.

9. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases. In addition, Supplier shall provide the marketing and administrative support set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and National IPA. Supplier and National IPA shall provide each respective party with its logo and the standard terms of use for their general use in marketing the Master Agreement. Both parties shall obtain approval from the other party prior to use of such logo.

**MONTHLY REPORTING & FEES**

10. Supplier shall pay National IPA an administrative fee in the amount of \_\_\_% of the total purchase price paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). Supplier shall provide National IPA with an electronic accounting report, in Microsoft Excel, in the format prescribed by National IPA, on a monthly basis summarizing all Contract Sales for such month. A sample of the Contract Sales reporting format is provided as Exhibit D, attached hereto and incorporated herein by reference.

To the extent Supplier has guaranteed minimum Contract Sales pursuant to the terms of the Master Agreement in accordance with the terms of its proposal, the administrative fee shall be calculated based on the greater of the Contract Sales and the guaranteed Contract Sales set forth in Supplier's proposal.

11. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA and Principal Procurement Agency reserve the right to audit the accounting for a period of four (4) years from the date National IPA receives the accounting. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by Principal Procurement Agency or National IPA at the location designated by Principal Procurement Agency or National IPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Supplier shall promptly pay National IPA the amount of such underpayment, together with interest on such amount in accordance with paragraph 12, and shall be obligated to reimburse National IPA's costs and expenses for such audit.

12. Reports of Contract Sales for Principal Procurement Agency and Participating Public Agencies in each calendar month shall be provided by Supplier to National IPA by the 10<sup>th</sup> day of

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS**  
**EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT**

the following month. Such reports shall be accompanied by an administrative fee payment in the amount indicated on the report as being due. Administrative fee payments are to be paid by the Supplier to National IPA via Automated Clearing House (ACH) to the National IPA designated financial institution identified in Exhibit E. Failure to provide a monthly report or payment of the administrative fees within the time and manner specified shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement at Principal Procurement Agency's sole discretion or this Agreement at National IPA's sole discretion. All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 1/2% per month or the maximum rate permitted by law until paid in full.

13. National IPA or its designee may, in National IPA's sole discretion, compare Participating Public Agency records with monthly reports submitted by Supplier. If there is a discrepancy, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including paying any administrative fee due and owing. If the Supplier does not so resolve the discrepancy, National IPA shall have the right to engage a third party to conduct an independent audit of Supplier's monthly reports and Supplier shall be obligated to reimburse National IPA's costs and expenses for such audit. Should any audit reveal an underreporting of Contract Sales and a resulting underpayment of administrative fees, Supplier shall promptly pay National IPA the amount of such underpayment together with interest on such amount in accordance with paragraph 12.

**GENERAL PROVISIONS**

14. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding.

15. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

16. This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform National IPA's obligations hereunder. Supplier may not assign its obligations hereunder without the prior written consent of National IPA.

17. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT

A. National Intergovernmental Purchasing Alliance Company

National IPA  
Attn: President  
1600 Westgate Circle  
Suite 275  
Brentwood, TN 37027

B. Principal Procurement Agency

C. Supplier

18. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

19. This Agreement may not be effectively amended, changed, modified, or altered without the prior written consent of the parties hereto.

20. This Agreement shall inure to the benefit of and shall be binding upon National IPA, the Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

Authorized Signature, Supplier

NATIONAL INTERGOVERNMENTAL  
PURCHASING ALLIANCE COMPANY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT C- NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING  
AGREEMENT**

**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Agreement is made between certain government agencies that execute a Principal Procurement Agency Certificate (“Principal Procurement Agencies”) to be appended and made a part hereof and other public agencies (“Participating Public Agencies”) that register electronically with National Intergovernmental Purchasing Alliance Company (“National IPA”) or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

**RECITALS**

**WHEREAS**, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein “Products”);

**WHEREAS**, Master Agreements are made available by Principal Procurement Agencies through National IPA and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

**NOW, THEREFORE**, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party’s procurement practices.
3. That the cooperative use of solicitations obtained by a party to this agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.
5. That a procuring party will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT C- NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING  
AGREEMENT**

7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.
9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.

EXAMPLE



**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT D – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE**

**PRINCIPAL PROCUREMENT AGENCY CERTIFICATE**

I hereby acknowledge, on behalf of NAME OF PPA (“Principal Procurement Agency”), that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through National Intergovernmental Purchasing Alliance Company (“National IPA”).

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

In its capacity as Principal Procurement Agency for National IPA, NAME OF PPA agrees to pursue Master Agreements for Products as specified in the attached exhibits to this agreement.

Authorized Signature, Principal Procurement Agency

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT E- NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE**  
(to be submitted electronically in Microsoft Excel format)

**National IPA Contract Sales Monthly Report**

**Supplier Name:**

**Contract Sales Report Month:**

Participating Agency Name	City	State	Zip Code	Participating Agency # {Assigned by National IPA and provided to Supplier}	Contract Sales for Month (\$)	Admin Fee %	Admin Fee \$

Report Totals                                      

Cumulative Contract Sales

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT F- NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT**

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with National IPA and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama*	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma*	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at [http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml) and <http://www.usa.gov/Agencies/Local.shtml>

\*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

Certain Public Agencies and Political Subdivisions:

**Cities, Towns, Villages and Boroughs including but not limited to:**

BAKER CITY GOLF COURSE, OR  
CITY OF ADAIR VILLAGE, OR  
CITY OF ASHLAND, OR  
CITY OF AUMSVILLE, OR  
CITY OF AURORA, OR  
CITY OF BAKER, OR  
CITY OF BATON ROUGE, LA  
CITY OF BEAVERTON, OR  
CITY OF BEND, OR  
CITY OF BOARDMAN, OR  
CITY OF BOSSIER CITY, LA  
CITY OF BURNS, OR  
CITY OF CANBY, OR  
CITY OF CANYONVILLE, OR  
CITY OF CLATSKANIE, OR

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE EXHIBITS**  
**Exhibit E- NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE**

CITY OF COBURG, OR  
CITY OF CONDON, OR  
CITY OF COQUILLE, OR  
CITY OF CORVALLI, OR  
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR  
CITY OF COTTAGE GROVE, OR  
CITY OF EUGENE, OR  
CITY OF FOREST GROVE, OR  
CITY OF GRANTS PASS, OR  
CITY OF GRESHAM, OR  
CITY OF HILLSBORO, OR  
CITY OF INDEPENDENCE, OR  
CITY AND COUNTY OF HONOLULU, HI  
CITY OF KENNER, LA  
CITY OF LA GRANDE, OR  
CITY OF LAFAYETTE, LA  
CITY OF LAKE CHARLES, OR  
CITY OF LEBANON, OR  
CITY OF MCMINNVILLE, OR  
CITY OF MEDFORD, OR  
CITY OF METAIRIE, LA  
CITY OF MILL CITY, OR  
CITY OF MILWAUKIE, OR  
CITY OF MONROE, LA  
CITY OF MOSIER, OR  
CITY OF NEW ORLEANS, LA  
CITY OF NORTH PLAINS, OR  
CITY OF OREGON CITY, OR  
CITY OF PILOT ROCK, OR  
CITY OF PORTLAND, OR  
CITY OF POWERS, OR  
CITY OF PRINEVILLE, OR  
CITY OF RIDDLE, OR  
CITY OF ROSEBURG, OR  
CITY OF REDMOND, OR  
CITY OF SALEM, OR  
CITY OF SANDY, OR  
CITY OF SCAPPOOSE, OR  
CITY OF SHADY COVE, OR  
CITY OF SHERWOOD, OR  
CITY OF SHREVEPORT, LA  
CITY OF SPRINGFIELD, OR  
CITY OF ST. HELENS, OR  
CITY OF ST. PAUL, OR  
CITY OF SULPHUR, LA  
CITY OF TIGARD, OR  
CITY OF TROUTDALE, OR  
CITY OF TUALATIN, OR  
CITY OF WARRENTON, OR  
CITY OF WILSONVILLE, OR  
CITY OF WINSTON, OR  
LEAGUE OF OREGON CITIES  
THE CITY OF HAPPY VALLEY OREGON

**Counties and Parishes including but not limited to:**

ASCENSION PARISH, LA

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE EXHIBITS**  
**Exhibit E- NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE**

ASCENSION PARISH, LA, CLEAR OF COURT  
ASSOCIATION OF OREGON COUNTIES  
BAKER COUNTY, OR  
BENTON COUNTY, OR  
BOARD OF WATER SUPPLY, OR  
CADDO PARISH, LA  
CALCASIEU PARISH, LA  
CALCASIEU PARISH SHERIFF'S OFFICE, LA  
CITY AND COUNTY OF HONOLULU, HI  
CLACKAMAS COUNTY, OR  
CLACKAMAS COUNTY DEPT. OF TRANSPORTATION, OR  
CLATSOP COUNTY, OR  
COLUMBIA COUNTY, OR  
COOS COUNTY, OR  
COOS COUNTY HIGHWAY DEPARTMENT, OR  
COUNTY OF HAWAII, OR  
CROOK COUNTY, OR  
CROOK COUNTY ROAD DEPARTMENT, OR  
CURRY COUNTY, OR  
DESCHUTES COUNTY, OR  
DOUGLAS COUNTY, OR  
EAST BATON ROUGE PARISH, LA  
GILLIAM COUNTY, OR  
GRANT COUNTY, OR  
HARNEY COUNTY, OR  
HARNEY COUNTY SHERIFFS OFFICE, OR  
HAWAII COUNTY, HI  
HOOD RIVER COUNTY, OR  
JACKSON COUNTY, OR  
JEFFERSON COUNTY, OR  
JEFFERSON PARISH, LA  
JOSEPHINE COUNTY GOVERNMENT, OR  
LAFAYETTE CONSOLIDATED GOVERNMENT, LA  
LAFAYETTE PARISH, LA  
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION  
LAFOURCHE PARISH, LA  
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3  
KAUAI COUNTY, HI  
KLAMATH COUNTY, OR  
LAKE COUNTY, OR  
LANE COUNTY, OR  
LINCOLN COUNTY, OR  
LINN COUNTY, OR  
LIVINGSTON PARISH, LA  
MALHEUR COUNTY, OR  
MAUI COUNTY, HI  
MARION COUNTY, SALEM, OR  
MORROW COUNTY, OR  
MULTNOMAH COUNTY, OR  
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR  
MULTNOMAH COUNTY SHERIFFS OFFICE, OR  
MULTNOMAH LAW LIBRARY, OR  
ORLEANS PARISH, LA  
PLAQUEMINES PARISH, LA  
POLK COUNTY, OR  
RAPIDES PARISH, LA

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE EXHIBITS**  
**Exhibit E- NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE**

SAINT CHARLES PARISH, LA  
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA  
SAINT LANDRY PARISH, LA  
SAINT TAMMANY PARISH, LA  
SHERMAN COUNTY, OR  
TERREBONNE PARISH, LA  
TILLAMOOK COUNTY, OR  
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR  
UMATILLA COUNTY, OR  
UNION COUNTY, OR  
WALLOWA COUNTY, OR  
WASCO COUNTY, OR  
WASHINGTON COUNTY, OR  
WEST BATON ROUGE PARISH, LA  
WHEELER COUNTY, OR  
YAMHILL COUNTY, OR

**Other Agencies including Associations, Boards, Districts, Commissions, Councils, Public Corporations, Public Development Authorities, Reservations and Utilities including but not limited to:**

BATON ROUGE WATER COMPANY  
BEND METRO PARK AND RECREATION DISTRICT  
BOARDMAN PARK AND RECREATION DISTRICT  
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA  
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL  
CLACKAMAS RIVER WATER  
CLATSKANIE PEOPLE'S UTILITY DISTRICT  
CLEAN WATER SERVICES  
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION  
COOS FOREST PROTECTIVE ASSOCIATION  
CHEHALEM PARK AND RECREATION DISTRICT  
DAVID CROCKETT STEAM FIRE COMPANY #1, LA  
EUGENE WATER AND ELECTRIC BOARD  
HOODLAND FIRE DISTRICT #74  
HOUSING AUTHORITY OF PORTLAND  
ILLINOIS VALLEY FIRE DISTRICT  
LAFAYETTE AIRPORT COMMISSION, LA  
LOUISIANA PUBLIC SERVICE COMMISSION, LA  
LOUISIANA WATER WORKS  
MEDFORD WATER COMMISSION  
METRO REGIONAL GOVERNMENT  
METRO REGIONAL PARKS  
METROPOLITAN EXPOSITION RECREATION COMMISSION  
METROPOLITAN SERVICE DISTRICT (METRO)  
PORTLAND DEVELOPMENT COMMISSION, OR  
OREGON COAST COMMUNITY ACTION  
OREGON HOUSING AND COMMUNITY SERVICES  
OREGON LEGISLATIVE ADMINISTRATION  
SAINT LANDRY PARISH TOURIST COMMISSION  
SAINT TAMMANY FIRE DISTRICT 4, LA  
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA  
SOUTHEASTERN LOUISIANAN UNIVERSITY  
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON  
TUALATIN HILLS PARK & RECREATION DISTRICT  
TUALATIN VALLEY FIRE & RESCUE  
WILLAMALANE PARK AND RECREATION DISTRICT  
WILLAMETTE HUMANE SOCIETY

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE EXHIBITS**  
**Exhibit E- NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE**

**K-12 including but not limited to:**

BEAVERTON SCHOOL DISTRICT  
BEND-LA PINE SCHOOL DISTRICT  
BROOKING HARBOR SCHOOL DISTRICT NO.17-C  
CADDO PARISH SCHOOL DISTRICT  
CALCASIEU PARISH SCHOOL DISTRICT  
CANBY SCHOOL DISTRICT  
CANYONVILLE CHRISTIAN ACADEMY  
CASCADES ACADEMY OF CENTRAL OREGON  
CENTENNIAL SCHOOL DISTRICT  
CENTRAL CATHOLIC HIGH SCHOOL  
CENTRAL POINT SCHOOL DISTRICT NO.6  
CENTRAL SCHOOL DISTRICT 13J  
COOS BAY SCHOOL DISTRICT NO.9  
CORVALLIS SCHOOL DISTRICT 509J  
COUNTY OF YAMHILL SCHOOL DISTRICT 29  
CULVER SCHOOL DISTRICT  
DALLAS SCHOOL DISTRICT NO.2  
DAVID DOUGLAS SCHOOL DISTRICT  
DAYTON SCHOOL DISTRICT NO.8  
DE LA SALLE N CATHOLIC HS  
DESCHUTES COUNTY SCHOOL DISTRICT NO.6  
DUFUR SCHOOL DISTRICT NO.29  
EAST BATON ROUGE PARISH SCHOOL DISTRICT  
ESTACADA SCHOOL DISTRICT NO.10B  
FOREST GROVE SCHOOL DISTRICT  
GEORGE MIDDLE SCHOOL  
GLADSTONE SCHOOL DISTRICT  
GRANTS PASS SCHOOL DISTRICT 7  
GREATER ALBANY PUBLIC SCHOOL DISTRICT  
HEAD START OF LANE COUNTY  
HIGH DESERT EDUCATION SERVICE DISTRICT  
HILLSBORO SCHOOL DISTRICT  
HOOD RIVER COUNTY SCHOOL DISTRICT  
JACKSON CO SCHOOL DIST. NO.9  
JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
JEFFERSON PARISH SCHOOL DISTRICT  
JEFFERSON SCHOOL DISTRICT  
KLAMATH FALLS CITY SCHOOLS  
LAFAYETTE PARISH SCHOOL DISTRICT  
LAKE OSWEGO SCHOOL DISTRICT 7J  
LANE COUNTY SCHOOL DISTRICT 4J  
LINCOLN COUNTY SCHOOL DISTRICT  
LINN CO. SCHOOL DIST. 95C  
LIVINGSTON PARISH SCHOOL DISTRICT  
LOST RIVER JR/SR HIGH SCHOOL  
LOWELL SCHOOL DISTRICT NO.71  
MARION COUNTY SCHOOL DISTRICT  
MARION COUNTY SCHOOL DISTRICT 103  
MCMINNVILLE SCHOOL DISTRICT NOAO  
MEDFORD SCHOOL DISTRICT 549C  
MITCH CHARTER SCHOOL  
MONROE SCHOOL DISTRICT NO.1J  
MULTNOMAH EDUCATION SERVICE DISTRICT

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE EXHIBITS**  
**Exhibit E- NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE**

MULTISENSORY LEARNING ACADEMY  
MYRTLE PINT SCHOOL DISTRICT 41  
NEAH-KAH-NIE DISTRICT NO.56  
NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
NOBEL LEARNING COMMUNITIES  
NORTH BEND SCHOOL DISTRICT 13  
NORTH CLACKAMAS SCHOOL DISTRICT  
NORTH DOUGLAS SCHOOL DISTRICT  
NORTH WASCO CITY SCHOOL DISTRICT 21  
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT  
ONTARIO MIDDLE SCHOOL  
OREGON TRAIL SCHOOL DISTRICT NOA6  
ORLEANS PARISH SCHOOL DISTRICT  
PHOENIX-TALENT SCHOOL DISTRICT NOA  
PORTLAND JEWISH ACADEMY  
PORTLAND PUBLIC SCHOOLS  
RAPIDES PARISH SCHOOL DISTRICT  
REDMOND SCHOOL DISTRICT  
REYNOLDS SCHOOL DISTRICT  
ROGUE RIVER SCHOOL DISTRICT NO.35  
ROSEBURG PUBLIC SCHOOLS  
SCAPPOOSE SCHOOL DISTRICT 1J  
SEASIDE SCHOOL DISTRICT 10  
SHERWOOD SCHOOL DISTRICT 88J  
SILVER FALLS SCHOOL DISTRICT 4J  
SOUTH LANE SCHOOL DISTRICT 45J3  
SOUTHERN OREGON EDUCATION SERVICE DISTRICT  
SPRINGFIELD SCHOOL DISTRICT NO.19  
SWEET HOME SCHOOL DISTRICT NO.55  
TERREBONNE PARISH SCHOOL DISTRICT  
THE CATLIN GABEL SCHOOL  
TIGARD-TUALATIN SCHOOL DISTRICT  
UMATILLA MORROW ESD  
WEST LINN WILSONVILLE SCHOOL DISTRICT  
WILLAMETTE EDUCATION SERVICE DISTRICT  
WOODBURN SCHOOL DISTRICT  
YONCALLA SCHOOL DISTRICT NO.32

**Higher Education**

ARGOSY UNIVERSITY  
BATON ROUGE COMMUNITY COLLEGE, LA  
BIRTHINGWAY COLLEGE OF MIDWIFERY  
BLUE MOUNTAIN COMMUNITY COLLEGE  
BRIGHAM YOUNG UNIVERSITY - HAWAII  
CENTRAL OREGON COMMUNITY COLLEGE  
CENTENARY COLLEGE OF LOUISIANA  
CHEMEKETA COMMUNITY COLLEGE  
CLACKAMAS COMMUNITY COLLEGE  
COLLEGE OF THE MARSHALL ISLANDS  
COLUMBIA GORGE COMMUNITY COLLEGE  
CONCORDIA UNIVERSITY  
DEVRY UNIVERSITY - PORTLAND  
GEORGE FOX UNIVERSITY  
KLAMATH COMMUNITY COLLEGE DISTRICT  
LANE COMMUNITY COLLEGE



**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE EXHIBITS**  
**Exhibit E- NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE**

LEWIS AND CLARK COLLEGE  
LINFIELD COLLEGE  
LINN-BENTON COMMUNITY COLLEGE  
LOUISIANA COLLEGE, LA  
MARYLHURST UNIVERSITY  
MT. HOOD COMMUNITY COLLEGE  
MULTNOMAH BIBLE COLLEGE  
NATIONAL COLLEGE OF NATURAL MEDICINE  
NORTHWEST CHRISTIAN COLLEGE  
OREGON HEALTH AND SCIENCE UNIVERSITY  
OREGON UNIVERSITY SYSTEM  
PACIFIC UNIVERSITY  
PIONEER PACIFIC COLLEGE  
PORTLAND COMMUNITY COLLEGE  
PORTLAND STATE UNIVERSITY  
REED COLLEGE  
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII  
ROGUE COMMUNITY COLLEGE  
SOUTHEASTERN LOUISIANA UNIVERSITY  
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)  
SOUTHWESTERN OREGON COMMUNITY COLLEGE  
TULANE UNIVERSITY  
TILLAMOOK BAY COMMUNITY COLLEGE  
UMPQUA COMMUNITY COLLEGE  
UNIVERSITY OF HAWAII BOARD OF REGENTS  
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE  
UNIVERSITY OF OREGON-GRADUATE SCHOOL  
UNIVERSITY OF PORTLAND  
UNIVERSITY OF NEW ORLEANS  
WESTERN OREGON UNIVERSITY  
WESTERN STATES CHIROPRACTIC COLLEGE  
WILLAMETTE UNIVERSITY  
XAVIER UNIVERSITY

**State Agencies**

ADMIN. SERVICES OFFICE  
BOARD OF MEDICAL EXAMINERS  
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY  
HAWAII DEPARTMENT OF TRANSPORTATION  
HAWAII HEALTH SYSTEMS CORPORATION  
OFFICE OF MEDICAL ASSISTANCE PROGRAMS  
OFFICE OF THE STATE TREASURER  
OREGON BOARD OF ARCHITECTS  
OREGON CHILD DEVELOPMENT COALITION  
OREGON DEPARTMENT OF EDUCATION  
OREGON DEPARTMENT OF FORESTRY  
OREGON DEPT. OF TRANSPORTATION  
OREGON DEPT. OF EDUCATION  
OREGON LOTTERY  
OREGON OFFICE OF ENERGY  
OREGON STATE BOARD OF NURSING  
OREGON STATE DEPT. OF CORRECTIONS  
OREGON STATE POLICE  
OREGON TOURISM COMMISSION  
OREGON TRAVEL INFORMATION COUNCIL  
SANTIAM CANYON COMMUNICATION CENTER

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE EXHIBITS**  
**Exhibit E- NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE**

SEIU LOCAL 503, OPEU  
SOH- JUDICIARY CONTRACTS AND PURCH  
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII  
STATE OF HAWAII  
STATE OF HAWAII, DEPT. OF EDUCATION  
STATE OF LOUISIANA  
STATE OF LOUISIANA DEPT. OF EDUCATION  
STATE OF LOUISIANA, 26<sup>TH</sup> JUDICIAL DISTRICT ATTORNEY

# Tab Four



## A. Method of Approach

Response to  
National IPA  
Cooperative  
Contract

# A. Method of Approach

## Response to National IPA Cooperative Contract

1. Provide a response to the national program.
- A. Include a detailed response to Attachment B, Exhibit A, National IPA Response for National Cooperative contract. Responses should demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to National IPA.

## 3.0 SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

### 3.1 Company

- A. Brief history and description of your company.

Founded in 1984, CDW is a leading provider of technology solutions to over 250,000 customers composed of small-, medium-, and large-sized public and private entities. CDW Government LLC (CDW•G) is a wholly owned subsidiary of CDW Corporation, incorporated in 1998 to address the specific needs of our government, education, and healthcare customers. Our unique company structure provides our customers products and services only a large national reseller can provide, combined with a local presence typical of a small business. We have a large manufacturer presence in our offices across the country and blanketed in the field with our field account executives. Account Teams are further segmented by agency type, education (K12/High Ed) or government, which allows us to provide each customer with one contact who is knowledgeable of every nuance of their organization.

CDW•G is one of the largest direct marketing resellers in the U.S., currently carrying more than 100,000 name-brand technology products from over 1,000 leading IT manufacturers. Our two state – of – the – art distribution centers are capable of handling 141,000 shipments daily, out of a combined area of almost one square mile. We utilize a just-in-time inventory system to ensure we have the products in stock and ready to ship, and send them out to our customers with a 99.7% shipping accuracy.

We launched our e-commerce website in 1995, as an additional avenue to service our customers. In May 2012, CDW•G was ranked No. 10 on the list of America's largest e-retailers by Internet Retailer's Top 500 Retail Web Sites Guide for the third consecutive year.

Though our selection of product is very wide, CDW•G delivers more than just product; we also deliver IT solutions. We offer a full spectrum of technology services including cloud computing, consulting, system configurations, implementation, and training. CDW•G designs and implements complete business solutions that address a full range of complex issues including, but not limited to Business Continuity, Infrastructure Optimization, Networking, Security Management, and Unified Communications.

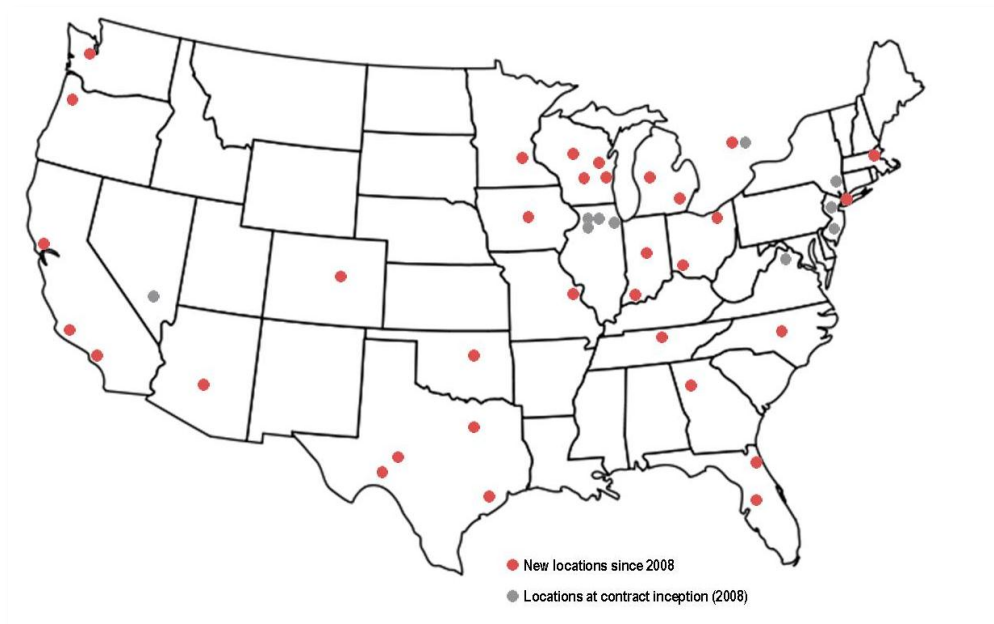
Our intricate offering coupled with our customer-centric business model, is the reason for our success. A testament to this success is our continued upward sales trend, combined sales of products and services to both public agencies and commercial business totaled over ten billion dollars in 2012.

B. Total number and location of sales persons employed by your company.

CDW•G currently employs more than 1,360 coworkers, part of our larger organization of 6,900 employees nationwide and in Canada, with 43 different locations. More than 840 of our CDW•G dedicated sales force are Account Managers, in addition to 65 Field Account Executives placed throughout communities across the nation.

C. Number and location of support centers (if applicable)

When CDW•G was awarded the City's contract in 2008 we had offices in five states and Canada. Since this time, we have drastically expanded our location portfolio across 20 additional states, and have added second/multiple offices in a number of our original five states and Canada. Currently, we have 43 separate locations. Speaking specifically to the benefit of this contract, seven of the states with new locations are also in the ten states with the highest historical spend on the contract.



**Impressive Growth.** CDW•G locations span across 25 different states, nationwide

D. Annual sales for the three previous fiscal years.

Below you can see evidence of CDW Corporation's sales growth, and our growth on the contract as well. You will note that since the recession of 2009, CDW•G consistently drives compounding growth in both areas, and anticipates these upward trends to continue. Also notable, the growth rates of National IPA exceeding the standard rate for CDW•G, verifying our good faith effort to promote the contract within our existing client base.

Explosive Sales Growth						
Year	Annual Revenues			YOY Growth		
	National IPA (\$ Millions)	CDW•G (\$ Billions)	CDW (\$ Billions)	National IPA	CDW•G	CDW
2009	21.7	3	7.2	443%	3.5%	-11.1%
2010	44.1	3.6	8.8	103%	20.0%	22.2%
2011	83.3	3.8	9.6	89%	5.6%	9.1%
2012	99.4	4.0	10.1	19%	7.1%	5.5%

E. Submit your FEIN and Dunn & Bradstreet report.

CDW•G FEIN: 36-4230110  
Dun & Bradstreet numbers:

CDW Corporation                                      107627952  
CDW Government, Inc.                                026157235

We include our reports in a separate, confidential file.

### 3.2 Distribution, Logistics

A. Describe how your company proposes to distribute the products/service nationwide.

We have access to more than 100,000 brand-name products from over 1,000 leading manufacturers. We carry over \$200 million in inventory, and ship most in-stock products the same day they are ordered. The result is that contract purchasers receive a shipment from CDW•G in just **3-5 days**, far surpassing our competitor's capabilities.



**Unmatchable Ship Times.** Customers receive orders in just 3-5 days with CDW•G.

In order to provide contract members with new technology as it becomes available, it is important for CDW•G to keep a large breadth of products and fresh inventory on hand. We constantly monitor trends within the IT industry to ensure that we are offering our customers the latest technology and "best of breed" solutions. Using a just-in-time inventory management system, our purchasing department excels at keeping a one- to four-week supply of products in our distribution centers (depending on current sales volume trends for each product). Overall, our inventory turns an impressive 24-26 times per year.

The distribution centers' automated system scans bar-code labels on each product, pick list, and shipping label, resulting in increased delivery speed and accuracy. Some of our smaller items require coworker assembly; "Ready Ship" products (items that ship in their original carton) move through the system even faster. Once the order shipment is ready for loading, a final scan determines the correct truck (for instance, FedEx overnight) and sends it down the designated conveyor into the truck. The automated systems even help to load the trucks in ways that optimize shipment-processing speeds.

In fact, nearly every step of CDW•G's distribution process is automated and ISO 9001:2000 quality certified. Combined with experienced administration in our Program Management, warehouse, and financial departments, these systems are essential in providing the efficient service needed to keep pace with the volume we experience, as we ship up to 54,000 boxes daily. Contract members benefit from these automations through lower prices and faster service.

CDW•G's strategic relationships with industry leading original equipment manufacturer (OEM) technology partners, such as HP, Cisco, Lenovo, and Apple, means not just product discounts, but greater access to products and a more efficient procurement processes.

CDW•G's status as the largest partner of many of our manufactures influences our OEM partners, resulting in direct benefits to our customers. We receive timely notification regarding product changes, including advance notification of product shortages, and products nearing end of life. When there is a product shortage and other vendors do not have access to these products, we can often procure them from another source. Many times when CDW•G receives notification of an upcoming stock outage, we utilize our distribution centers' large capacity for volume purchases, keeping stock on hand for our customer's present and future needs.

B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

CDW•G believes another important step in successful order fulfillment is utilizing shipping partners that are as focused on customer service excellence as we are. As one of the largest direct marketing resellers in the U.S., CDW•G has positioned ourselves very closely with the major carriers, in order to provide a wide range of delivery options to meet our customers' varying needs. We ship the majority of our products via UPS and FedEx, due to their extensive service capabilities, excellent record for on-time delivery and competitive pricing. In fact, both companies have employees on site at our warehouses, individuals with a long history of supporting CDW•G. We can also leverage the carrier's intermodal transport options. Additionally, we have contracts with truckload (TL) and less than truckload (LTL) carriers for large orders and heavy products. If a carrier is not meeting our on-time delivery requirements, we remove the carrier from our preferred shipper list.

C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.



**Large Inventory Capabilities.** Two warehouses shipping 135,000 units daily

CDW•G's two strategically located distribution centers have a combined size of almost one million square feet. Our Central Distribution Center in Vernon Hills, IL, ships primarily to customers in the eastern half of the U.S. Our Western Distribution Center, in Northern Las Vegas, NV, ships primarily to customers in the western half of the U.S. However, each distribution center serves

as backup for the other. They receive inventory valued at about \$21.0 million per day, or between 78 to 80 truckloads a day, processing a combined average of 135,000 units daily. A state-of-the-art Warehouse Management System (WMS) controls both of these centers, ensuring speed and accuracy throughout the order fulfillment and distribution processes.

In addition to working with OEM partners to supplement our direct purchasing model, CDW•G has developed strong affiliations with principal distributors. Like our OEM partners, they send us daily electronic data interchange (EDI) downloads, giving us visibility to inventory at their locations. Further, our top three distribution partners provide real time inventory information. Using this multi-layered procurement structure, we secure out-of-stock product(s) within as little as 24-48 hours, depending on customer requirements.

D. State any return and restocking policy and fees, if applicable, associated with returns.

CDW•G offers a 30-day return policy on most products sold. Of the returns we accept, a minimum 15% restocking fee applies for non-defective product returns. For our complete return policy, please see Tab 10, Appendix of this response. Customers may also obtain additional information by contacting their Account Manager or CDW customer relations at 866.SVC.4CDW, [returns@cdw.com](mailto:returns@cdw.com).

### 3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:
  - I. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

**David Hutchins**, CDW•G's VP of State Sales, is an executive sponsor of the City's contract. He continues to focus sales teams on the success of the contract, and continually collaborates with manufacturer partners, allowing CDW•G to provide contract users even deeper discounts than the established contractual rates. ***This includes the HP discount, negotiated by CDW•G for the benefit of National IPA members utilizing the City's contract,*** as detailed further in our price offering.

**Tara Barbieri**, CDW•G's Director of Contracts, is also an executive sponsor for the contract. She has endorsed and sponsored this contract since the inception in 2008, and shall continue this role upon award. In her position, she is dedicated exclusively to our company's contractual sales, and leads with the knowledge and experience in cooperative purchasing contracts.

CDW•G already holds a myriad of public agreements, some with mandatory use requirements within individual states. We cannot agree to market the City's contract as our *primary public sector go-to-market strategy*; however, we have included an appropriate marketing plan and pledge to continue focusing on the contract's success and awareness. We believe this pledge should not be viewed lightly, as with our support, this contract's spend has surpassed the City's initial \$25 Million yearly projection **four fold** under CDW•G's management. In fact, this rate even exceeds our own growth as a company.



**Rapid Growth.** Three of 2012 Quarters reached higher sales than the *yearly* projections set in 2008



CDW•G takes our commitments very seriously, we do not mince words with our partners, and Tucson is our partner in delivering on the accompanying National IPA Agreement. We anticipate some respondents may gloss over this section's requirement, giving the impression they will dedicate themselves solely to the success of this contract when in fact they too hold a number of contracts, including contracts with similar requirements such as this. A simple internet search returns the following contracts for responding vendors.

<b>Dell</b>	<b>Insight</b>	<b>Tech Depot</b>	<b>WWT</b>	<b>GovConnection</b>
National Cooperative Purchasing Alliance (NCPA)	US Communities	US Communities	Michigan Master Computing Contract (MMCC)	Educational & Institutional Cooperative Purchasing (E&I)
Western States Contracting Alliance (WSCA)	Texas DIR DBITS	The Cooperative Purchasing Network (TCPN)	State of MO PC Prime Vendor Contract	The Cooperative Purchasing Network (TCPN)
Midwestern Higher Ed Compact (MHEC)	CA CMAS	NY State Consortium of Independent Schools (NYSAIS)	SEWP	National Cooperative Purchasing Alliance (NCPA)
Public Sourcing Solutions (PSS)	Wisconsin Intel Computer Hardware Contract	MiCTA	ITES-2H	TIPS/TAPS
Tri-County Communications Cooperative (TCC)	State of MO WSCA Software	Resource Training & Solutions Cooperative	SPAWAR (2)	Public Sourcing Solutions (PSS)

We will not belabor the point throughout our response as this theme of “primary” offering is repeated in several questions, we will simply detail our response with precisely the commitment that CDW•G makes to the City and by extension, National IPA for each question. You can be confident we will deliver on those promises.

- II. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days

CDW•G will exceed this requirement. Our Public Sector Account Managers are actively marketing the contract to their customers (presently tracking over \$74.38 million in potential opportunities under the National IPA pipeline) and are very familiar with the nuances of the contract. This is an enormous benefit to the City, National IPA, and the immediate momentum of the new contract.

With CDW•G, there is no need to start from scratch, familiarizing a completely new management team and educating a new group of Account Managers to a foreign contract. Even after training is complete, other vendors are likely to experience a period of growing pains as they acclimate their sales staff to the offering. This ramp-up time will undoubtedly have a negative effect on contract sales. As National IPA and the City are aware, this is often the case with new contracts. The current contract saw success atypical of most, quickly achieving 4 million dollars in purchases within the first

four months from inception. We believe this success was due in large part to CDW•G's experience in managing contracts, and the City's commitment to sound procurement practices. The contract is now supporting close to **five times** its 2009 purchases (the first full year of the contract). While we would not expect sales to dip to the original 2009 numbers with a new vendor, we believe CDW•G is uniquely positioned to deliver growth over \$99 million in 2013.

With CDW•G, all aspects of transitioning to the new contract will be seamless. The City and National IPA does not have to worry about member confusion or orders lost during training and setup time. Instead, business continues as usual and training time is used as a refresher, providing contract updates and focusing on strategies to increase business.

- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
  - I. Creation and distribution of a co-branded press release to trade publications within first 10 days

CDW•G's Marketing contact will work with National IPA to create and distribute this announcement at the transition of the new award.

- II. Announcement, contract details and contact information published on the company website within first 30 days

CDW•G will exceed this requirement. As this site is presently live for the current contract, CDW•G can reload the new contract pricing within a matter of minutes and will have our website operational on the **1<sup>st</sup> day** of the new contract. In fact, should the City decide to continue your partnership with CDW•G for this contract, we propose to amend the current contract with the newly agreed upon contract rates, giving purchasers access to additional savings months in advance of the award date, and during the May-June flurry of buying activity.

- III. Design, publication and distribution of co-branded marketing materials within first 90 days

CDW•G already has much of this material. We are pleased to perform updates to the material and shall accomplish this well within the 90-day time frame. We propose a marketing strategy meeting with National IPA to discuss a refreshed approach and specific goals/targets for the new contract. CDW•G is eager to share our current marketing processes for the contract, including our quarterly "Plays" aimed at increasing contract awareness; our SharePoint site, giving account teams easy access to marketing strategy and materials; and our monthly email campaigns to all National IPA members.

Additionally, we look forward to discussing our ideas to gain contract awareness, with increased focus in the K12 sector and our top OEM partners.

**Blended Marketing.** Pairing marketing material with live – touch campaigns.

- IV. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

In 2013 CDW•G's schedule includes over 100 regional and nearly as many national events. In past years, we have attended many events in which we promoted the contract, including NIGP, NASPO, CAPPO, and FAPPO. We shall continue this practice new agreement as well. For 2013, we are already committed to attend NIGP events, NASPO, and the National IPA Partner Summit.

Additionally, we are such a committed vendor; we are willing to share our best practices with other non-competing National IPA vendors. Sales Manager Pat O'Brien has agreed to share some of these practices with other National IPA vendors at the Partner Summit, helping increase the success of all National IPA's contracts.

- V. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.

CDW•G has enjoyed participating in the NIGP Annual Forum and will continue to do so. We believe in the theme "Better Together" and look forward to sharing our best practices with other National IPA vendors.

- VI. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

CDW•G advertises the contract in our own highly viewed publications and our contract specific email campaign. We will continue to promote the contract via avenues such as our EdTech and StateTech publication sites, while continuing to penetrate the market with a live-touch approach.

- VII. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, etc.)

CDW•G continues to market and promote the contract, through various avenues such as announcements in our publications, email campaigns, as well as on the contract's CDW•G premium page. We look forward to working with National IPA to develop our marketing strategies even further.

**Announcements and events**  
Catch up on current CDW•G happenings.

**IT needs on one agreement - CDW•G and National IPA**

CDW•G is pleased to be awarded by the City of Tucson, AZ, through public competitive solicitation, a cooperative purchasing contract for Information Technology Solutions (contract # 083052). This agreement features a comprehensive range of technology solutions and is available to public agencies nationwide via National Intergovernmental Purchasing Alliance (National IPA).

To simplify the purchasing process, CDW•G offers National IPA participating agencies special pricing on technology solutions across a breadth of vendors. Through National IPA, find discounts in software, software licensing and maintenance, hardware and peripherals, and more. From CDW•G, receive unmatched levels of service, advice and support from expert teams.

We encourage you to visit the Information Technology Solutions Agreement online at [CDWG.com/nationalipasolutions](http://CDWG.com/nationalipasolutions) for a complete list of products and services available. Search by keyword or browse by product category, and use the resource links to access National IPA websites.

Contract #083052


**High Visibility.** Spreading awareness through a variety of publications.



- VIII. Dedicated National IPA internet web-based homepage with:
- National IPA standard logo;
  - Copy of original Request for Proposal;
  - Copy of contract and amendments between Principal Procurement Agency and Supplier;
  - Summary of Products and pricing;
  - Marketing Materials
  - Electronic link to National IPA's online registration page;
  - A dedicated toll free number and email address for National IPA

CDW•G exceeds this requirement, as our current National IPA Premium Page, [www.cdwg.com/nationalipasolutions](http://www.cdwg.com/nationalipasolutions) presently includes these elements. The page includes the National IPA logo and a description of the contract, with multiple direct links to National IPA's Home Page and Registration Page. We provide members with categories that mirror the contract, easily allowing them to locate the product or service they are looking for. We include "featured products" highlighting solutions that we select for their excellent value or popularity among purchasers.

Additionally, we not only have a toll-free number and address for National IPA members, and feature a dedicated Account Team included on the website, which highlights when they are available for customers. In conjunction with National IPA, we will continue to develop this site, increasing functionalities and promotion of the contract.



Search for...

### Information Technology Solutions Agreement



Publicly solicited and awarded by City of Tucson, Arizona and offered nationally through National IPA. Welcome to the National Intergovernmental Purchasing Alliance Information Technology Solutions Agreement Website. This agreement (Contract #083052) is a result of a competitive solicitation by the City of Tucson and awarded to CDW-G.

Logo and Contract Description

This agreement offers discounts in software, software licensing & maintenance, hardware and peripherals. Agencies may become participants of National IPA via their website at [www.nationalipa.org](http://www.nationalipa.org) National IPA is a cooperative purchasing program offered to public agencies and agencies for public benefit. It is an optional program with no minimum purchase requirements and no fees.

#### FEATURED PRODUCTS



**HP ProBook 4540s - 15.6" - Core i3 3110M - Windows 8 Pro / Windows 7 Profes**  
Core i3 3110M / 2.4 GHz - Windows 8 Pro / Windows 7 Professional 64-bit downgrade - pre-installed: Windows 7 - 4 GB RAM - 500 GB HDD - DVD SuperMulti - 15.6" HD anti-glare wide 1366 x 768 / HD - Intel HD Graphics 4000 - brushed aluminum - Smart Buy  
**National IPA Technology Solutions \$558.59**

[Add to Cart](#)



**Adobe Acrobat XI Pro - ( v. 11 ) - license - 1 user - GOV - TLP - level 1 ( 1+ ) - Win, Mac - 450 points - Universal English**  
**National IPA Technology Solutions \$352.19**

[Add to Cart](#)



**HP Compaq LA2205wg 22" Wide LCD**  
Widescreen, 22 in LCD Monitor, 1000:1 contrast ratio, 1680 x 1050 max resolution, 5 ms response time, Pivot (rotation) adjustment, Height adjustment, Tilt adjustment, Swivel adjustment, VGA (HD-15) interface, DVI interface, DisplayPort interface, 3 year warranty  
**National IPA Technology Solutions \$184.25**

[Add to Cart](#)



**Lenovo ThinkPad X230 2320 - 12.5" - Core i5 3210M - Windows 8 Pro 64-bit /**  
Core i5 3210M / 2.5 GHz - Windows 8 Pro 64-bit / Windows 7 Professional 64-bit downgrade - pre-installed: Windows 7 - 4 GB RAM - 500 GB HDD - 12.5" wide 1366 x 768 / HD - Intel HD Graphics 4000 - 3G upgradable - TopSeller  
**National IPA Technology Solutions \$1,026.42**

[Add to Cart](#)



**Cisco Unified IP Phone 7942G**  
IP Phone 7942G  
**National IPA Technology Solutions \$334.55**

[Add to Cart](#)



**Xerox DocuMate 3220 Document Scanner**  
Hi-Speed USB, Document scanner, 23 ppm max scan speed B/W, 12 ppm max scan speed color, 600 dpi max H-optical resolution, 1 year warranty  
**National IPA Technology Solutions \$272.40**

[Add to Cart](#)

#### CONTRACTS

Search within your contracts:  [Search](#)

Cables (16642)	Networking Products (19839)
Computer Accessories (9460)	Office Equipment & Supplies (4844)
Computers (5627)	Power, Cooling & Racks (11067)
Data Storage Products (10573)	Printers, Scanners & Print Supplies (15619)
Electronics (4394)	Servers & Server Management (2688)
Memory (2760)	Services (40929)
Monitors & Projectors (5776)	Software (113770)

Summary of Products and Pricing

#### LINKS OF INTEREST

- [National IPA Home Page](#)
- [Participate in National IPA](#)
- [Contract Documents](#)
- [Marketing Material](#)

Link to Register, Contract, RFP, and Marketing Materials

#### CONTACTS



**Derrick Graff - In Account Manager**  
Phone: (866) 339-7079  
[Email](#)



**Pat O'brien - In Sales Manager**  
Phone: (877) 898-2997  
[Email](#)



**Wilson Garcia - In Program Manager - Sales**  
Phone: (877) 325-8223  
[Email](#)

Dedicated Contacts with toll free number and email



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- C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

CDW•G prides itself on keeping the commitments we make to every one of our customers and partners. As the City and National IPA are both well aware, CDW•G currently holds a significant number of cooperative purchasing contracts including National Intergovernmental Purchasing Agency (National IPA) such as, Association of Educational Purchasing Agencies (AEPA), National Joint Powers Alliance (NJPA), and The Cooperative Purchasing Network (TCPN). CDW•G is solutions focused; just as we are vendor agnostic and provide consultation assist the client to choose the best laptop to meet their needs, we provide benefits of the program, and allow the customer to select the contract best suited for their specific procurement needs. Therefore, for all of our national contracts, we have maintained transparency of our contract portfolio to our customer and negotiated the removal of language such as "most favored customer" and requirements such as this.

CDW•G continues to prove without a doubt that we can keep our commitment to making this contract prosperous amongst our portfolio of offerings.

We have transitioned a number of customers and their solicitation opportunities to this contract, in the form of piggyback contracts. Some of these customers include the City of Phoenix, City of Atlanta, University of Colorado, and DeKalb County. Moving forward, we will continue to loop new members in to the contract and sustain the growth.

- D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

National IPA has several CDW•G logos at their disposal under our general guidelines for intended use, they are included here for ease of evaluation.

## Logos & Guidelines

CDW welcomes customers, media and other entities to use our corporate logo, as needed. The core component of CDW's brand identity is its corporate logo; therefore, we ask that you carefully consider the following guidelines when using it.

### Logo Usage Guidelines

When using the CDW logo, you agree to the following:

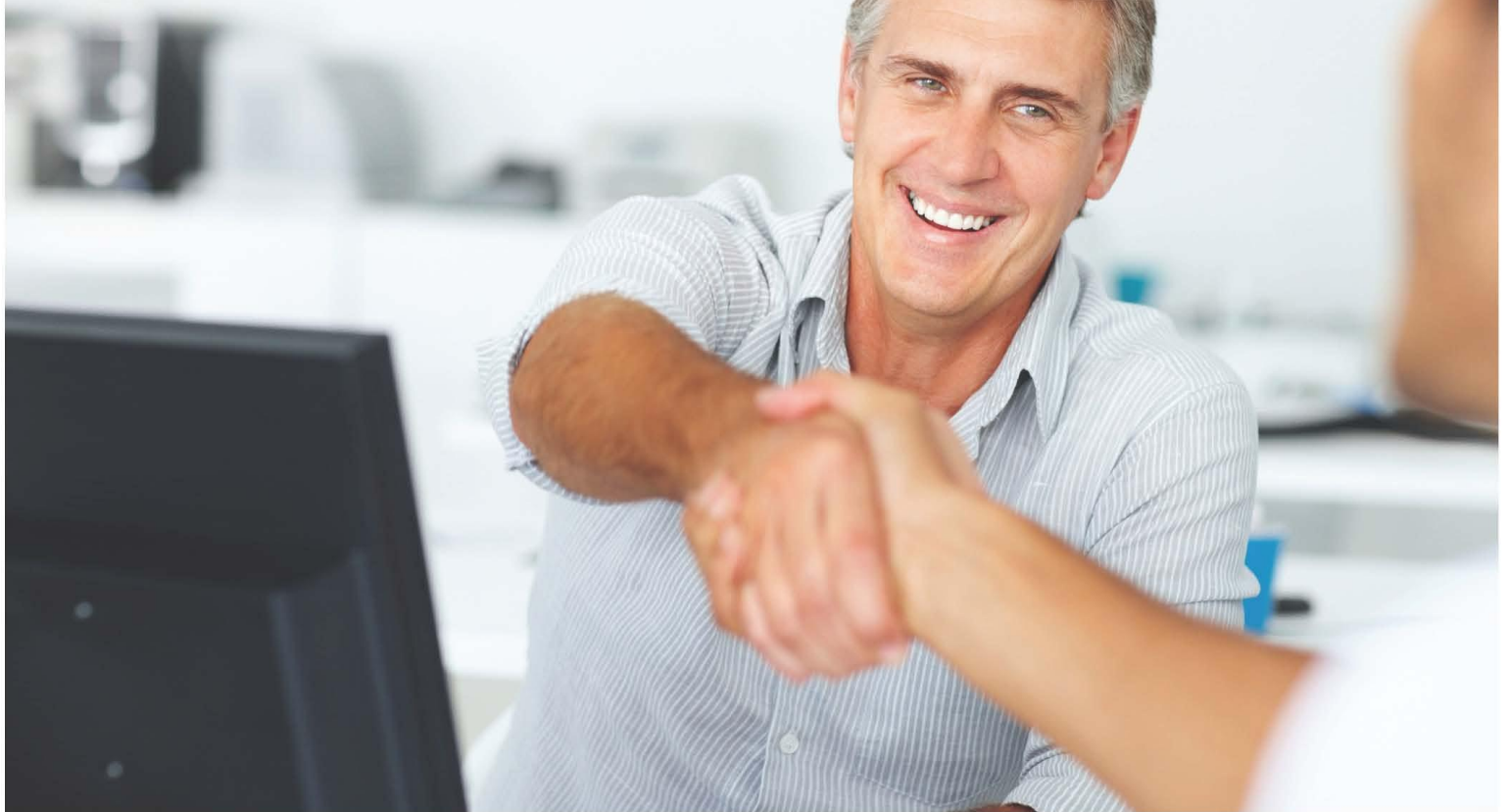
1. You may use the logo(s) only in the exact form provided by CDW and only to accurately and actively link from a website that is under your control to the home page of CDW.com (or another address provided by CDW) and for no other purpose.
2. You may not incorporate the logo(s) into any other logo or design.
3. You may not to use the logo(s) in a way that suggests that you or your company or products are affiliated with CDW or its products or services in any way.
4. You may not display the logo(s) on any website that disparages CDW or its products or services, infringes any CDW intellectual property or other rights, or violates any law or regulation.
5. No other logo or design element should appear within 0.5 inches of the CDW logo.
6. You may not frame or alter the CDW website in any way.

7. At CDW's direction, you will immediately remove the logo(s).
  8. Your limited right to use the logo(s) does not constitute a grant of any other right or license. All other rights are reserved by CDW.
  9. CDW disclaims all warranties, express and implied, regarding the logo(s), including warranties against infringement. You agree to indemnify CDW from and against any and all claims and liabilities arising out of your use of the logo(s).
- E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:
- I. Master Agreement was competitively solicited by a Principal Procurement Agency
  - II. Best government pricing
  - III. No cost to participate
  - IV. Non-exclusive contract

We are happy to update our current National IPA flyer with the new contract information. We would like to further discuss the inclusion of II and IV, and will revise our marketing pieces to include mutually agreeable message that best represents the value of the contract.

# ALL YOUR I.T. NEEDS ON ONE AGREEMENT

From people who get it – CDW·G and National IPA.



CDW·G and National IPA offer a competitively solicited and awarded cooperative purchasing agreement for Information Technology Solutions. Awarded by the City of Tucson, Ariz., this agreement features a comprehensive range of technology solutions including:

- Systems
- Input Devices
- Printers
- Projectors
- Storage Devices
- Network Equipment
- Software
- Software Licensing
- Media Supplies
- Services

To simplify the purchasing process, CDW·G offers National IPA participating agencies special pricing on technology solutions across a breadth of vendors. CDW·G also brings unmatched levels of service, advice and support from expert team. Visit [CDWG.com/nationalipasolutions](http://CDWG.com/nationalipasolutions) for a complete list of products and services available. To simplify your purchase, search by keyword or browse by product category and use the resource links to access other valuable information.

## Information Technology Solutions Contract # 083052

The National IPA contract portfolio, including the CDW·G agreement, is available to public agencies, educational institutions and agencies for public benefit. There is no fee to participate and no minimum purchase requirements. Register at [nationalipa.org](http://nationalipa.org). Let National IPA and CDW·G solve your resource problems and technology requirements with one agreement.

**For more information, contact your CDW·G account manager  
or National IPA representative today.**







- F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
- I. Key features of Master Agreement
  - II. Working knowledge of the solicitation process
  - III. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA

As noted above, CDW•G’s sales force training shall include contract updates, which incorporates the requirements listed. We provide our current contract training slide deck in Tab 10, appendix.

- G. Provide contact information for the person(s), who will be responsible for:
- I. Marketing
  - II. Sales
  - III. Sales Support
  - IV. Financial Reporting
  - V. Contracts

CDW•G provides familiar faces for contract support, each of them subject matter experts in the noted areas of the City’s contract.

<b>Marketing</b>	<b>Sales &amp; Support</b>	<b>Financial Reporting</b>	<b>Contracts</b>
<p><b>Denise Cushaney</b> Sr. Manager – Segment Marketing</p> <p><a href="mailto:denicus@cdw.com">denicus@cdw.com</a></p>	<p><b>Pat O’Brien</b> Sales Manager</p> <p><a href="mailto:patobri@cdwg.com">patobri@cdwg.com</a></p>	<p><b>Wilson Garcia</b> Program Manager</p> <p><a href="mailto:wilsgar@cdw.com">wilsgar@cdw.com</a></p>	<p><b>Tara Barbieri</b> Director, Program Sales</p> <p><a href="mailto:tara@cdwg.com">tara@cdwg.com</a></p>
			

- H. Describe in detail how your company’s national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

We structure our sales force on the philosophy that everything we do revolves around our customer. In order to completely support our customers, CDW•G feels it is our duty to provide one connection to all of their IT solution needs. This one connection is the customer’s Account Manager. Much like our customer-centric mindset, we focus on providing our Account Managers 360 degrees of expertise, so each National IPA member knows that there are many authorities at play in providing the customer service they are accustomed to with CDW•G.

CDW•G currently provides our customers with over 840 Account Managers, each supporting customers in a specific region and industry, and serving only customers exclusively within their assigned boundaries.

CDW•G divides our Account Teams by the following segments:

- State and Local Government
- K-12 Education
- Higher Education
- Federal Government
- Healthcare

Pairing this structure with regionalization leads to an Account Manager fully vested in their customers and giving them the ability to provide industry and region insight and facilitate relationships with local vendors, developing a higher level of specialization for their customers' unique needs.

- I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.

**Implement:** CDW•G is eager to continue working with the National IPA team to develop the national program. We have joined forces for customer presentations, such as with the Illinois Community College System Foundation, San Mateo County, and the City of New York, among others. We will continue collaborating and remaining in the sights of our customers. Additionally, we will continue keeping Account Managers engaged and trained. State and Local Sales VP David Hutchins and Sales Manager Pat O'Brien will continue working with National IPA to develop strategies to implement best practices with our CDW•G Account Managers, such as our successful Play campaign.

**Grow:** We look forward to increasing our market presence with National IPA for the next contract. While we believe we have had great success with the contract, we realize there is always room for improvement. We would like to expand our collaboration efforts with the National IPA team, such as increasing our presence at customer sites. Moreover, we believe there is potential for an increase in efforts to drive potential opportunities by ensuring our front line, CDW•G Account Managers, continue to work in cadence with the National IPA team. Finally, we know that sharing best practices benefits everyone, and happily agree to help grow National IPA's national portfolio by sharing some of our best practices with other vendors at the National IPA partner summit.

**Service:** We shall continue providing a fully engaged and enthusiastic team to service this contract. Program Manager Wilson Garcia will continue providing detailed reports and Quarterly Business Reviews. These allow CDW•G and National IPA to define potential areas of growth to continue to increase sales on the City's contract, such we did with the K12 market. Sr. Segment Marketing Manager Denise Cushmaney will continue working with the National IPA team and the City to develop custom marketing pieces and marketing initiatives to increase contract visibility. David Hutchins will continue collaborate to develop ways to drive the business by leading account teams and negotiating with manufacturers.

- J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account setup, etc.

Since CDW•G is the incumbent of this contract, we expect our management strategy varies greatly from that of any other potential awardee. Working with the City and National IPA for five years, we have already uncovered and resolved roadblocks to the mutual satisfaction of all contract stakeholders; tackled the typical growing pains associated with a new contract; and fine-tuned the contract management process. Examples of this problem resolution include adding and implementing services rates to the

contract and adding nonprofit agencies to the contract user group. This familiarity allows us to improve upon processes where other vendors would be starting from scratch.

As detailed previously, we continue to participate and collaborate marketing efforts. CDW•G's marketing and sales coordination includes more than just glossy marketing flyers. We know customers are more likely to respond to live contact, and therefore focus our marketing campaign on this mindset, complimented by publications and advertisement. We work with our partners to keep our account managers trained on our available contracts. For this contract, we pair internal training with that provided by National IPA, such as teaching Account Managers how to enroll customers and pointing out the contract documents allowing customers to ensure compliance with their procurement regulations. Often, when a CDW•G customer utilizes the City's contract, it is a direct result of their Account Manager informing them of the benefits of the agreement.

Additionally, as part of our internal Sales Enablement drive, CDW•G initiated a quarterly "PLAY" campaign, which targets low spend member accounts. This campaign, is developed and maintained internally by a team of CDW•G leaders from sales enablement, product partner management, sales, business intelligence, and marketing. The program provides Account Managers insight to the specific contract benefits to their targeted customers. Information Account Managers are armed with includes an overview of the customer target; the contract details to discuss; a guide on how to create the conversation, including how to start the conversation, talking points, qualifying questions, and overcoming objectives; a product guide; supporting documents; and a contact list of subject matter experts and internal resources who can provide assistance.

The results for the City's contract are substantially higher than company average, as highlighted in the graph below from the November campaign. Account Managers see a 40% quote response rate, and 25% order response rate. This resulted in over \$160,000 additional sales orders from this November campaign alone.

Play	Plays Served	AM Utilization	Quote Response Rate	Qualified Quote Dollars	Total Quote Dollars	Order Response Rate	Qualified Order Dollars	Total Order Dollars
<b>SLG: National IPA Contract Penetration</b>	560	84%	40%	\$656,385	\$656,385	25%	\$160,428	\$160,428
<b>CDW Totals for November</b>	54,112	85%	18%	\$55,711,501	\$65,608,112	10%	\$19,066,332	\$22,088,241

**Furthering Sales Reach.** Successful Play campaign increased contract sales over \$160,000 in November alone.

In the same timeframe that Plays are scheduled to be initiated, customers receive complimentary marketing collateral such as direct mailers, whitepapers, email, and catalogs, related to the contract.

CDW•G also continues to effectively set up new customer accounts. Wilson Garcia, your dedicated Program Manager, adds new members to the contract typically within a week of receiving a new member

list from National IPA. Should a new member need immediate access to the contract, CDW•G Account Managers have been trained to request that the new member forward the confirmation they receive from National IPA. The Account Manager then provides this confirmation and the customer's CDW•G account number to Wilson, who immediately adds them to the system for contract access.

K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

CDW•G sales for 2012 totaled \$4.02 Billion, an increase of 7.1% from the previous year. While we cannot provide the

**\$4.02 Billion**  
2012 CDW•G Sales

requested top 10 Public Agency customers, we provide the top customers from the current contract, based on spend since January 2011. We respect the privacy of our customers, and thus provided spend and contact information separately in a confidential file for those customers willing to be utilized as a reference.

**Nationwide recognition.** Continued YOY sales increase, proof CDW•G is a recognized industry leader.

Customer	Spend (in Millions)	Contact	Contact Info
Clark County, NV			
Hillsborough County, FL			
Orange County, CA			
Jacksonville, FL			
University of Arizona, AZ			
Collier County, FL			
Lee County, FL			
Loyola University, IL			
Atlanta, GA			
Miami Dade County, FL			

**Provided separately in a confidential file**

L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

CDW•G accepts payment through:

- Credit Cards\* (American Express, Diner's Club, Discover, MasterCard, Visa)
- Checks
- EDI
- EFT (Electronic Funds Transfer)
- Procurement Cards

\*With a credit card order, CDW•G requires the credit card information at the time you place the order. Please note that we do not accept credit cards for term accounts.

CDW•G supports EFT formats including CTX, CPT and CCD. We can also send data as a CIF and CSV.

M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement.

\$ \_\_\_\_\_ .00 in year one  
 \$ \_\_\_\_\_ .00 in year two  
 \$ \_\_\_\_\_ .00 in year three.

CDW•G does not guarantee sales, but for comparison purposes, we project the following sales for the next three years on the City's contract, based on the present trajectory of the contract.

**\$ 125.19 Million** in year one  
**\$ 167.19 Million** in year two  
**\$ 193.02 Million** in year three



**Commitment to Success.** CDW•G continues to drive contract sales, increasing YOY.

N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation that is for Products covered under the Master Agreement.

- I. Respond with Master Agreement pricing (Contract Sales reported to National IPA).
- II. If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.
- III. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail your strategies under these options when responding to a solicitation.

CDW•G currently practices both I and II of this requirement and shall continue to do so. As we treat the agreed-upon discounts as a "not-to-exceed" price, we frequently respond to solicitation with the contract while providing even deeper discounts. However, in a highly competitive market, this is not always possible. Occasionally a customer solicitation triggers lower OEM pricing, based on size of deal and commit to buy, the terms of sale and/or the current competitive initiatives of the manufacturer. In these cases, where the terms of the sale have been altered and we know responding with higher than the Master Agreement price will not lead to winning the business, we must offer the lower price that is not available on the Master Agreement. Following requirement III in these instances would be detrimental to the health of our company, and as a result, our ability to service the contract.

We pledge to continue working with manufacturer partners to negotiate even lower pricing for contract users, such as the contact exclusive HP pricing, offered only through CDW•G.

b. The successful offeror will be required to sign Attachment B, Exhibit B, National IPA Administration Agreement. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to the National IPA Administration Agreement.

CDW•G provides our proposed alternative language to the agreement in Tab Nine of this response.

# Tab Five



## A. Method of Approach

(Continued)

## A. Method of Approach (Continued)

2. Provide a description of the product lines that can be provided by your firm.

When working directly with a manufacturer, customers often receive only the best of *their* product. These OEMs often couple their portfolio with a weak offering of other OEMs in an effort to drive more business to their products. CDW•G provides our customers the best of all manufacturers with a technology catalog that few can match. Our complex portfolio includes over 100,000 different products from more than 1,000 manufacturer partners. One of the many benefits of providing technology solutions with more than 1,000 leading brands is that it helps insulate us from events at any one company. Whereas a business-altering event such as the recent one at Dell can mean uncertainty for future contract success, our wide range of manufacture relationships ensures stability, even in the case of losing one of our top partners.

We are the largest direct reseller in channels in the US for many of our OEM partners including, HP, Cisco, Lenovo, Adobe, and Panasonic, among others. Our role in our partners success means that CDW•G can offer even more than a wide product offering, we provide our customers deeper discounts, newer technology, faster procurement, and a more multifaceted OEM support than any vendor that is merely authorized to sell these manufacturers' products.

For a more in-depth look into our catalog, we provide the City our Product line cards, presented by product category and manufacturer name on the following pages.

CDW•G recognizes we work in an industry that is ever changing, and realize the next product generation may come from a new vendor we do not currently have a relationship with. Therefore, we constantly review new brands to add to our offering. We evaluate not only the products but also our customers' needs and the operatibility of the solution within our customers' current environments, keeping our customers on the leading edge without increasing risk.



**Balanced Approach.** We offer the best of industry, not just the best of one manufacturer.



**NEED CUSTOMIZED TECHNOLOGY?  
WE HAVE A PARTNER FOR THAT.**

2Wire  
 3Dconnexion  
 3DLabs  
 3M  
 4XEM  
**A**  
 Absolute Software  
 Access Data  
 ACD Systems  
 Acer America  
 Acronis  
 Actiontec Electronics  
 ActivePDF  
 Adaptec  
 ADC  
 Telecommunications  
 Addonics  
 Adesso  
 Adobe  
 ADS Technologies  
 ADTRAN  
 Advanced Media  
 Services  
 Aec Software  
 AeroScout  
 Aiptek  
 Air Magnet  
 Aitech

Aladdin Knowledge  
 Systems  
 Alcatel Internetworking  
 Alera Technologies  
 Alk Associates  
 Allied Telesyn  
 Alsoft Software  
 Altec Lansing  
 Altova  
 Aluratek  
 Amazon  
 Ambir Technology  
 AMD  
 American  
 Microsystems  
 AMP Modems  
 AMPHENOL  
 Andrea Products  
 Antec  
 AOpen  
 APC  
 APG  
 Apple (government  
 only)  
 Apricorn  
 APRIVA  
 APW Products  
 ARCHOS

Arista Networks  
 Array Networks  
 Artromick  
 Aruba Networks  
 ASUS  
 AT&T  
 Atek Electronics, Inc.  
 ATEN Technologies  
 Atlas Sound  
 Attachmate  
 ATTO Technology  
 Australian Monitor  
 Autodesk  
 Avaya  
 AVer Information  
 Avery Dennison  
 Avocent  
 Axiohm  
 Axiom  
 AXIS Communications  
**B**  
 Balt, Inc.  
 Barco  
 Bare Bones Software  
 Barracuda Networks  
 Barrister Global  
 Services  
 Battery Biz

Battery Technology  
 Bay Dynamics  
 Belkin  
 Best Data Products  
 BlackBerry (RIM)  
 Black Box  
 Blue Coat  
 BlueSocket  
 Bogen  
 Brady Industries  
 Brenthaven  
 Bretford  
 Brocade  
 Brooktrout  
 Brother  
 Buffalo Technologies  
 BUSlink  
**C**  
 CA  
 Cables To Go  
 Caldera  
 Canary  
 Canon  
 Capella Technologies  
 Case Logic  
 Casio  
 Cbeyond  
 Celestix

Chatsworth Products,  
 Inc.  
 Check Point Software  
 Cherry Keyboards  
 Chief Manufacturing  
 Ciena  
 Cisco Systems  
 Citizen America  
 Corporation  
 Citrix Systems  
 ClearCube Technology  
 Clearone  
 Clearswift  
 Clickfree  
 CMS Peripherals  
 COBY  
 Cognitive Receipt  
 Printers  
 Command  
 Communications  
 Commscope  
 CommVault  
 Component One  
 Compsee  
 CompuCover  
 Control  
 Contour Design  
 Corel Corporation





# At CDW-G , we partner with the best the IT industry has to offer,

Cortelco  
Coyote Point  
CP Technologies  
Creative Labs  
Crestron  
Crown Supply, Inc.  
Crucial Technology  
Crystal Group  
Cyber Acoustics  
Cybernetics

## D

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Dalite  
Dameware  
Danware  
Data Domain  
Data Dynamics  
Datacard  
Datalogic  
Datamax  
Datasouth  
Datastor  
Datavac  
Datawatch  
DeLorme  
Deployment Partners  
Diamond Multimedia  
Digi International  
Digital Networks  
Digital Persona  
Diskeeper Corporation  
D-Link  
Dot Hill Systems Corporation  
Dr. Bott KG  
Draper  
Drobo  
DS3 DataVaulting  
DustShield Computer Enclosures  
DyKnow

DYMO  
**E**  
Eaton Corporation  
EDGE Tech Corp.  
EDP  
Eeye Digital Security  
Eicon Technology  
EIZO Nanao  
Electrovaya  
Electro Voice  
ELMO  
Elo TouchSystems  
Eltron Direct  
Embarcadero Technologies  
EMC Corporation  
EmFast  
Emulex  
Encore Software  
Energizer  
Enfocus Software, Inc.  
EnGenius  
Enhance-Tech  
Enovate  
Enterasys Networks  
Envoy Data  
Epson  
Equinox  
Equisys Zetafax  
Ergotron  
Esker  
EVGA  
Exagrid  
Express Metrix  
EXTREME NETWORKS  
**F**  
f5 Networks  
FalconStor

Fantom Drives  
Fargo Electronics  
FatPipe Networks  
Fellowes  
FileBound  
FileMaker  
Finisar  
FireKing  
First Mobile Technologies  
Flexera Software  
Fluke Networks  
Fortinet  
Fortres Grand Corp.  
Fortress Technologies  
Frontrange  
Fuji Photo Products Division  
FujiFilm  
Fujitsu  
Funk Software  
Fusion-io

## G

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Gamber Johnson  
Garmin  
GBC  
Gefen  
General Dynamics Itronix  
Genovation  
Getac  
GFI Software  
GigaByte  
GlobalScape  
GrandTec USA  
Greenlee  
GretagMacbeth  
Griffin Technology  
G-Tech  
Gyration

## H

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Haivision  
Hardigg  
Hauppauge  
HAVIS  
Hawking Technologies  
Hayes  
Helios Software  
Hewlett-Packard (HP)  
Hitachi  
Hitachi Data Systems  
Hitachi Global Storage Technologies  
Honeywell Imaging & Mobility  
Houghton Mifflin  
HTC  
Hubbell Premise Wiring  
HumanConcepts  
Humanscale  
Hummingbird

## I

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IBM  
ID Technologies  
Identix  
Ideal Industrial Tool  
Idera Software  
iKey  
Imation  
IMC Networks  
Imprivata  
IMSI  
Individual Software  
Industrial Rack  
InFocus  
Informa Software  
Infragistics  
Innovation First

INNOVATIVE OFFICE  
Inspiration Software  
INSTALLS, Inc.  
InstallShield  
Intel  
Intelligent Computer Solutions  
Interlink Electronics  
Intermec Technologies  
International Thomson  
Internet Security Systems  
Intuit  
I/O Corporation  
I/Omagix  
IOGEAR  
Iomega  
Ipswitch  
IRIS, Inc.  
IronKey  
IronPort Systems  
ISI Researchsoft

## J

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Jabra  
JACO  
Jaton  
Jelco  
JetBrains  
Jolly Giant Software  
Juniper NETWORKS  
JVC

## K

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Kanguru Solutions  
Kaspersky Lab  
Kenneth Cole  
Kensington  
Kentrox  
Kerio  
Keyspan

# so you have more IT choices.

Key Tronic  
Kingston Technology  
KnowledgePoint  
Kodak  
Kofax  
Konexx  
Konica Minolta  
Koss Corporation  
Kramer Electronics

## L

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Labtec Enterprises  
LaCie  
LANDesk Software  
Lantronix  
LapLink  
Lead Tools Technologies  
Leap Frog  
Lenmar Enterprises  
Lenovo  
Leviton  
Lexar Media  
Lexis Nexis  
Lexmark  
LG Electronics  
LG Ericsson  
Liebert  
LifeSize  
Communications  
Lind Electronics  
LINKSYS  
Lite-On  
Logic Controls  
Logicube  
Logitech  
Lotus Development  
LSI Logic  
Lumension Security

## M

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M&A

M-Audio  
M86  
Macally  
MacMillan New Media  
Magellan  
MagTek  
Man & Machine  
Markzware  
MathSoft  
Matrox Video  
Maxell Corporation  
Mayline Group  
McAfee  
McData Corporation  
MCK Communications  
Media Sciences, Inc.  
Memorex  
MessageLabs  
Metro Data Vac  
MGE UPS  
MicroBoards/Rimage  
Micro Focus  
Micro Innovations  
Microsoft  
MicroTouch Systems  
MiddleAtlantic  
MiLAN Technology  
Miltope Corporation  
MindJet  
Minitab Software, Inc.  
Minuteman  
Mitsubishi  
Mitsui Advanced Media  
MMF Desk and Wall  
Signs  
Mobility  
Monarch  
Monster Cable  
Motion Computing  
Motorola

MSI  
Multi-Tech Systems  
Myricom

## N

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NComputing  
NDS Surgical Imaging  
NEC  
NetApp  
NetBotz  
NETGEAR  
NetManage  
NetMotion  
Netopia  
NetScout  
Network Automation,  
Inc.  
Network Instruments  
Network Partners  
Nexicore  
Nexsan Technologies  
Nikon, Inc.  
Nokia  
Nomadix  
Nova Dev Art Explosion  
Novastor Corporation  
Novell  
Nuance  
Communications, Inc.  
Numonics Corporation

## O

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OGIO  
OKI  
Olympus America  
Omnitron Systems  
On Hold  
Ontrack Software  
Opticon  
Optoma

Oracle/Sun  
Ortronics/LeGrand  
OtterBox  
Overland/SNAP

## P

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Packeteer  
Paladin  
Palm, Inc.  
Panamax  
Panasonic  
Panda Software  
Panduit  
Pantone  
Paragon Software  
Parallels  
Patton Electronics  
PC Guardian  
Peek  
Peerless-AV  
Pelican Mobile  
Percon  
Perle Systems  
Pervasive Software  
Pharos, Inc.  
Philips  
Pi Engineering  
Pinnacle Systems  
Pioneer  
Pioneer New Media  
Technology  
Planar  
Planon  
Plantronics  
Plasmon IDE, Inc.  
PNY Technologies  
Polycom  
PolyVision  
PowerDsine  
Premier Mounts  
Primavera

Primera  
Printek  
Printlogic  
Printronic  
Prism Pointe Tech  
Procom Technology  
Progressive  
ProITCo  
Promethean  
Promise Technology  
Prosoft Engineering  
Proxim  
PSC, Inc.  
Psiber Data Systems

## Q

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QLogic  
QNAP  
Quantum  
Quark Software  
Quartet  
Quest Software  
Qwizdom

## R

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Radian Technologies  
RADWARE  
Raritan  
RATOC  
Raxco Software  
Red Hat  
Retail Service Parts  
Rhinotek  
Ricoh Peripherals  
Riverbed  
RM  
Roxio  
RSA Security  
Rubbermaid Medical  
Ruckus Wireless

# S

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Safco  
Sage Software  
Samsonite  
Samsung  
SanDisk  
SANYO Projectors  
SAP  
Sato Thermal Printers  
Scala  
Scale Computing  
ScanSource  
SciQuest, Inc.  
SCM Microsystems  
SCM Microtech  
International  
ScriptLogic  
Seagate Technology  
Seagull Scientific  
Seal Shield  
Secure Computing  
Segovia  
Seiko  
Seneca Data  
Sennheiser  
Sensaphone  
Sentinel Technologies,  
Inc.  
Sentry Safes  
Serena Software  
ServiceNet  
Sharp AQUOS  
Sharp Electronics  
ShoreTel  
Shure, Inc.  
Shuttle Comp Inter  
Siemon  
Sierra Wireless  
SIIG  
Silex  
Singlewire  
SKB Industrial  
SlickEdit  
SmartSource, Inc.

Smart Technologies  
Socket  
Communications  
Software Shelf  
International  
SonicWALL  
Sonnet Technologies  
Sony  
Sophos  
Sorenson Media, Inc.  
Specialty Products  
of Virginia  
Spectra Logic  
SpectraLink  
Sprint Wireless  
SPSS Software  
Star Micronics  
StarDot Technologies  
StarTech.com  
StorCase  
Sunburst  
Super Micro Computer,  
Inc.  
Sybase  
Sybex Publishing  
Symantec  
Symbol

# T

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Taiyo Yuden  
TalkSwitch  
Tally Printers  
Tandberg Data  
Targus  
TDK  
TEAC America  
TechSmith  
Telex  
TEST-UM  
Texas Instruments  
Texas Memory  
TFE Technology  
The SCO Group, Inc.  
Thermaltake  
Technology

Thinprint  
T-Mobile Cellular  
TomTom  
Topaz Systems  
Toshiba  
Total Defense  
Total Micro  
Technologies  
Transcend  
Transition Networks  
Trend Micro  
Tripp Lite  
TRIPWIRE  
Troy Systems  
Turtle  
Tyan

# U

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Ultimate Technology  
Uniden  
Unitech POS Scanners  
Unotron  
USRobotics  
Utility Associates

# V

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VanDyke Software  
VantagePoint  
Varonis  
VectorWorks  
Veeam Software  
Verbatim  
Verifone  
Verisign  
Vidar  
Video Labs  
ViewCast Osprey  
ViewSonic  
Village Tronic  
Vircom, Inc.  
Vioneer  
Vision Solutions  
VisionTek  
Viziflex  
Vizioncore

VMware

# W

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Wacom  
Wasp Barcode  
WatchGuard  
Wavelink  
Webroot Software, Inc.  
Websense  
Webtrends Software  
Wenger Swiss Gear  
Western Digital  
Western Telematic  
West Point Products  
WiebeTech  
WildPackets  
Wincomm  
Winnov  
Wireless Computing  
Wiremold  
Wolfram  
Workshare  
WRQ  
WYSE Technology

# X

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Xante  
Xerox  
XFX

# Z

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Zebex  
Zebra Technologies  
Zoom

# CDW•G delivers.

Partnerships with industry leaders allow us to deliver expertly designed solutions in the following product categories:



## Cables

---

- Audio/Video Cable Products
- FireWire Cables & Hubs
- Miscellaneous Cables
- Modem/Phone RJ-11 Cables
- Network Cable Accessories
- Networking Cables
- Parallel & Serial Cables
- SCSI/IDE/Floppy Cables
- USB Cables & Hubs

## Computer Accessories

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- Computer Components
- Digitizer Tablets & Accessories
- Joysticks & Game Controllers
- Keyboards & Keypads
- Mice & Trackballs
- Notebook Accessories
- Notebook Carrying Cases & Accessories
- Speakers (Computer)
- Tools
- Video Cards & Imaging
- Webcams

## Computers

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- Blade PC
- Desktop Computers

- Notebook Computers
- Point of Sale Computers
- Thin Clients
- Workstations

## Data Storage Products

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- CD, DVD & Blu-Ray Drives
- Disc Duplicators
- Drive Arrays
- Floppy Disk Drives
- Hard Drives
- Interfaces/Controllers
- Media & Accessories
- Networked Attached Storage (NAS)
- Storage Area Networking (SAN)
- Tape Automation & Drives

## Electronics

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- 2-Way Radios & Accessories
- Audio/Stereo Equipment
- Binoculars
- Cell/Smart Phones & Accessories
- Digital Cameras & Accessories
- eReaders
- GPS Devices & Accessories
- Handheld Devices & Accessories
- Headphones/Earphones & Accessories

- Microphones & Accessories
- MP3 Players & Accessories
- Photographic Accessories
- Speaker Systems & Accessories
- Televisions & Video Equipment
- Video Camcorders & Accessories

## Memory

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- Cache Memory
- Desktop Memory
- Flash Memory
- Network Device Memory
- Notebook Memory
- Printer Memory
- Server Memory

## Monitors & Projectors

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- CRT Monitors
- Interactive Whiteboards & Accessories
- LCD Large-Format Displays
- LCD Monitors
- Medical Displays & Accessories
- Monitor, Display & TV Accessories
- Plasma Displays
- Projector Accessories
- Projectors
- Touchscreen Displays



## Networking Products

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Analog Telephones & Accessories  
Communication Boards  
IP Telephony  
KVM Switches & Accessories  
Modems  
Network Interface Adapters (NIC)  
Network Optimization Devices  
Network Switches & Hubs  
Network Test Equipment  
PBX/Multiuser Telephony Systems  
Rack Mounting Equipment  
Routers  
Security Hardware  
Wireless Networking Products

## Office Equipment & Supplies

---

Books  
Calculators & Accessories  
Cleaning Supplies  
Computer Security Locks  
Furniture  
Office Supplies  
Paper Shredders & Accessories  
Toys  
Typewriters/Word Processors

## Power Protection & Accessories

---

Batteries  
Power Adapters  
Power Inverters  
Surge Suppressors  
UPS/Battery Backup Products  
Printers, Scanners & Print Supplies  
CD/DVD Media Printers  
Copy Machines  
Dot-Matrix Printers  
FAX Machines

## Ink, Toner & Print Supplies

---

Inkjet Printers  
Laser Printers  
Multifunction Printers  
Photo Printers  
Print Servers  
Printer Accessories  
Printer Paper & Media  
Scanners  
Thermal Printers  
Wide-Format Printers/Plotters

## Servers

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Apple/Mac- Based Servers  
RISC Servers  
x86- Based Servers

## Software

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Backup/Archive/Storage Software  
Business Software  
Database & Business Intelligence Software  
Desktop/Web Publishing Software  
Education Software  
Management Software  
Operating Systems  
Reference Software  
Security Software  
Software Media Kits & Documentation  
Unified Communication Software  
Utility Software  
Virtualization Software

## Services

**Advanced Technology services:** Continuity of Operations, Infrastructure Optimization, Network Optimization, Security Management, Unified Communications

**Product and Configuration services:** Configuration, Onsite Installation, Product Lifecycle Management

**Hosting services:** Cabinet Space, Network Connectivity, Data storage, Data Backup, Disaster Recovery, Hosted Enterprise Infrastructure services

**Managed services:** Network, Systems and Storage, Intrusion Prevention, Unified Communications

**Microsoft services:** Information Worker, Monitoring and Management, Online Services, Server and Security, Unified Communications

**Carrier services:** Wireline, Wireless

Check out our online  
Solutions Center

**Visit each of our topic  
areas below for the latest  
information, videos,  
downloads and tools:**

Continuity of Operations, Digital Signage, Infrastructure Optimization, Network Optimization, Security, Software Management, Unified Communications.

There is also a Resource Center with our most popular articles, white papers, and reference guides; along with featured webinars and podcasts. Go to [CDWG.com](http://CDWG.com) for more.

**What you get from partnering  
with CDW-G:**

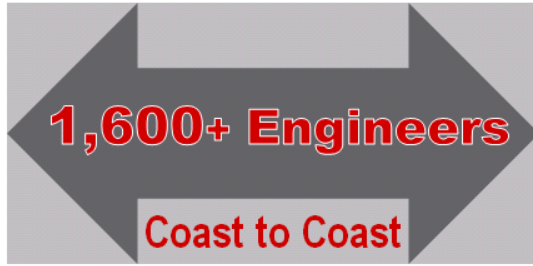
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- Work with an account team dedicated to knowing your organization and anticipating your needs
- Experience unmatched levels of service, advice and technical support
- Take advantage of around-the-clock access to customized online tools and resources
- Get the best technology for your organization — fast!



3. Provide a description of the services that can be provided by your firm.

CDW pioneered the business model that melds personalized business – to – business technology distribution with advanced technology services. We provide our customers a deep services portfolio to pair with our immense product catalog. Our services strategy utilizes our own stable of 1,600 highly certified engineers staffed in 43 locations across the country, a national services traveling team, leading manufacturers' technicians, and local service providers. This structure



**Wide service coverage.** Whether in an office or in the field, our engineers provide a local feel with nationwide experience.

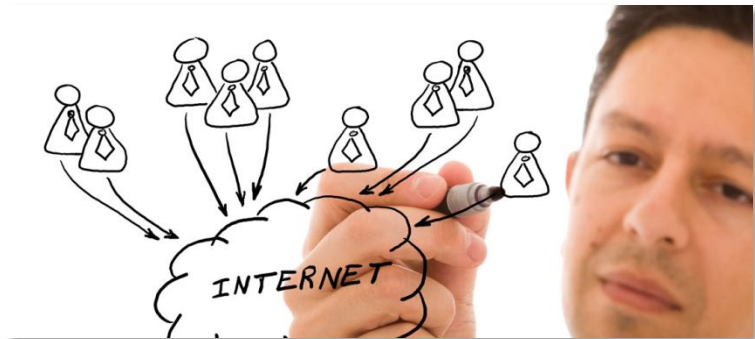
offers the City of Tucson and qualified National IPA participants the best range of services in the industry. Our full scope of standard and specialized services includes:

### Cloud Computing

CDW•G understands how important cloud computing is to our customer base, and are determined to lead the industry in mastering this complex and highly customizable service. Our internal cloud campaign is teaching our Account Managers how to assist their customers in determining the best – valued cloud option for their needs, while our technicians continue training to master the solution, and working with our manufacturer partners to expand our portfolio.

CDW•G offers a cafeteria-style set of cloud solutions. Our portfolio includes public, private, community, and hybrid deployment options. Our broad cloud offering currently includes over thirty different manufacturers, and we continue investigating other manufacturer solutions to add to this portfolio. Our cloud computing solutions; Software as a Service (SaaS), Infrastructure as a Service (IaaS), and Platform as a Service (PaaS), cater to the specific needs of the span of our entire customer makeup.

Over 20 different SaaS solutions allow our customers to access many of their applications via the cloud. With our IaaS solutions, or private cloud services, our customers can rely on CDW•G to expertly manage infrastructure, removing the need to deploy new data center equipment. Our five different PaaS solutions allow organizations to deploy acquired or custom applications without incurring a range of upfront and ongoing costs associated with the underlying infrastructure, including provisioning, maintenance, and management.



**Industry leaders in Cloud Solutions.** 30+ OEM cloud offerings, allowing CDW•G to provide a perfectly customized solution for every customer

Additionally, we provide four different types of managed services, supported by over 200 engineers and project managers. Hosting our customers' solutions since 1997, our offering now includes six different types hosting services in a data center makeup of five different enterprise - class data centers and two network operations centers.

### Consulting/Analysis

Most of our projects begin with either an assessment or planning and design session. CDW•G technical specialists and field solution architects are experts in many areas including unified communications, networking, wireless, network and physical security and server/storage solutions. CDW•G will save contract members staff time and effort because our experts have already initiated the due diligence process. We share our knowledge of the latest technologies as well as our expertise regarding the pros and cons of each potential solution. We also offer a variety of more complex consulting/analysis solutions for those customers who need a more in-depth evaluation of their systems.

### Technical Support

CDW•G's Staff Augmentation services offering includes assisting customers with onsite help desk and technical support services. This service provides skilled, temporary staffing to assist with IT challenges.

### Leasing/Financing

CDW•G has a department dedicated solely to assisting our customers with their leasing needs. Much like our product offering, we take a vendor agnostic approach and focus on providing the best options in the industry, and not the latest solutions from a single provider. CDW•G's leasing team can work with the City to find the best leasing option that fits within the unique budget constraints the City may be experiencing.

Leasing allows the City to procure needed equipment now, so you do not have to wait years down the road when your budget allows a large- scale purchase. With leasing and financing, the City also has the ability to bundle costs. Therefore, if you are also working with outdated software, you can purchase it with your products, and even services, all in one fell swoop. Budgeting for leasing is easier than purchasing outright, as your monthly payments are agreed upon upfront. Finally, you can protect the City from advancing technology. With a lease, you can choose to add to your lease term; and once you choose to end the lease you often have the option between purchasing or returning the equipment.

### Trade-ins

CDW•G coordinates with our manufacturer partners to provide trade-in services to our customers.

### Repair

In addition to offering onsite repair, we have our own repair center. CDW's Repair Center offers fast turnaround time and low cost out-of-warranty repair prices, as well as great in-warranty service. Our factory certified repair technicians complete typical repairs on an average of 7-10 business days. We are an authorized Service Center for the following Manufacturers:

- Acer
- Apple
- Fujitsu
- HP
- IBM
- Lenovo
- Service Net
- Sony
- Toshiba

*Please note: due to manufacturer policies, limitations, and agreements, CDW may not be able to service all computer models or lines made by these manufacturers.*

### Design

Most of our projects begin with either an assessment or planning and design session. Our architects review your needs and perform an evaluation of your existing environment to develop a comprehensive solution to meet your particular project objectives.

### Configuration/System Configurations

While onsite configuration services are available, CDW•G often recommends our in-house configuration services. CDW•G builds preconfigured technology solutions in our two ISO 2008-certified configuration centers, so they arrive at their correct location(s) ready to plug and play. We have a 25,000-square-foot configuration center in our North Las Vegas distribution center and a 24,000-square-foot configuration center in our Vernon Hills, IL distribution center, including an 8,000-square-foot enclosed area for enterprise configurations. To complement this space, CDW•G has more than 150 configuration technicians, providing a spectrum of customized configuration services. In fact, we can complete 2,500 configurations in a 24-hour timeframe. Typical turnaround for most of CDW•G's configuration center services is 2 to 3 days, depending on the project.

CDW•G's configuration services include:

- Hardware and software installation and configuration
- Customized imaging
- Asset tagging, custom labeling, and laser etching
- Router/switch configuration
- Server rack configuration

Our configuration centers also perform image burn-ins, according to customer specifications. In an effort to reduce the number of items that fail after a short period of use, CDW•G offers a variety of burn-ins, available length of up to twelve hours. In a recent procurement opportunity, CDW•G's configuration center technicians completed an eight hour burn-in on a single order of 15,700 devices. Upon delivery at the customer's location, just three of these 15,700 devices experienced technical issues.

### Implementation

Our national footprint is expansive, with over 600 engineers on staff in more than 15 service offices, complimented by a national traveling team. Additionally, we have capabilities to ship 3,000+ custom-configured systems daily; we configure over 750,000 custom solutions in our two state-of-the art distribution centers annually. Our large number of engineers, paired with our configuration capabilities, allows CDW•G to handle any rollout project that contract members may have.

### Training

CDW•G's project methodology ensures technicians and project managers work with the mindset of being an extension of the customer's IT staff. Throughout the project our team not only focus on designing bullet-proof solutions, but continually engaging the IT staff; sharing knowledge, and ensuring the staff knows how to navigate the solution in which the customer vested their resources. Should a customer require training outside of this transfer of knowledge, we have a blended solution of CDW•G offerings, manufacturer standard trainings, and technology training companies.

### Maintenance

CDW•G recognizes that maintenance/support contracts are of great importance to many customers because uptime is vital to their success. Our strong partnerships with the industry's top technology manufacturers, paired with our own maintenance solutions, offers a variety of viable options to our customers. Our maintenance options include the following:

- Warranty extensions and upgrades
- Post warranty support
- Accidental damage protection
- Maintenance contract agreements (conterminous, break/fix, and retainer)



- Post-sale technical support
- Product and certification training
- Help desk services

### Hardware/Software Installation

Our installation services encompass the following solutions. Installation services can include installing and deploying new systems; moving existing equipment; assessing systems and testing installed equipment; and advanced IT support. We also offer staging options, should a customer need to complete their installation in numerous rollouts.

- Client Computing Installation
- Data Center Installation
- Network Installation
- Security Installation
- Microsoft Configuration and Installation
- Microsoft Accelerators
- Visual Solutions Installation

### System Testing

All of CDW•G service projects incorporates testing every aspect of the final solution, ensuring all acceptance criteria is met.

### Upgrades

Many products offer a variety of system upgrades. Our dedicated Account Managers work with their customers to explain the benefits of each upgrade, and help determine if these upgrades would be a wise purchase for the customer's needs. The Account Manager then collaborates with CDW•G dedicated manufacturer partner specialists to incorporate the upgrades into the final product build. Additionally, CDW•G performs a number of upgrades, such as asset tagging and laser etching, in house in our configuration center.

### Imaging

In addition to our configuration services, CDW•G performs imaging services in house in our configuration centers as well. Our A+ certified imaging technicians routinely image the following products:

- Laptops
- Desktops
- Workstations
- Flash Drives
- Servers
- Hard drives
- Apple products including iPods and iPads



**State of the art configuration center.** Our A+ certified imaging technicians and state of the art configuration center allow us to ship configured products in as little as 3-5 days.

Customers can provide their own image or CDW•G can create one for them. As with all services completed in our configuration centers, each piece of equipment goes through a comprehensive quality assurance check prior to shipping to ensure the unit is function properly. CDW•G also stores images on our secure server, completely isolated from other networks, and only accessible to a few authorized

individuals. Many times customers choose to have us store their images as it allows CDW•G to load custom configured images quickly on their machines.

4. Describe how your firm proposes to distribute the products/services nationwide.

As detailed previously in our response, we have access to more than 100,000 top brand-name products from more than 1,000 leading manufacturers. We carry over \$200 million in inventory, and utilizing an ISO 9001:2000 quality certified distribution process, we ship most in-stock products the same day they are ordered. The result is that contract purchasers receive a shipment from CDW•G in just **3-5 days**, far surpassing our competitor's capabilities.

Specific to the City's distribution needs, we utilize our 513,000 square foot distribution center, located in neighboring Las Vegas, NV. This center operates Monday-Friday, from 2:00 am until 11:00 pm PST, shipping up to 17,000 boxes a day.

We provide the City services through our own engineers, or local service partners, dependent on the best value to the City of the project at hand. We add to our depth of local presence in the City's region with our Chandler, AZ office. This office not only provides over 200 local jobs, it allows CDW•G to provide an even more personal level of support to the City.



**Products Locally Held.** Our LV distribution center gets the City their products even faster than average timeframes.

5. Identify all other companies that will be involved in processing, handling or shipping the products/service to the Participating Agencies. Include any subsidiaries that may include product or service under the Contract.

CDW•G believes another important step in successful order fulfillment is utilizing shipping partners that are as focused on customer service excellence as we are. As one of the largest direct marketing resellers in the U.S., CDW•G has positioned ourselves very closely with the major carriers, in order to provide a wide range of delivery options to meet our customers' varying needs. We ship the majority of our products via UPS and FedEx, due to their extensive service capabilities, excellent record for on-time delivery and competitive pricing. In fact, both companies have employees on site at our warehouses. These individuals have a long history of supporting CDW•G. We can also leverage the carrier's intermodal transport options. Additionally, we have contracts with truck load (TL) and less than truck load (LTL) carriers for large orders and heavy products. If a carrier is not meeting our on-time delivery requirements, we remove the carrier from our preferred shipper list.

6. Provide the number, size and location of your firm's distribution facilities, warehouses and retail network as applicable.

CDW•G's two strategically located distribution centers have a combined size of almost one million square feet. Our Central Distribution Center in Vernon Hills, IL, ships primarily to customers in the eastern half of the U.S. Our Western Distribution Center, in Northern Las Vegas, NV, ships primarily to customers in the western half of the U.S. However, each distribution center serves as backup for the other. They receive

about \$21.0 million of inventory per day, or between 78 to 80 truckloads a day, processing a combined average of 135,000 units daily. A state-of-the-art Warehouse Management System (WMS) controls both of these centers, ensuring speed and accuracy throughout the order fulfillment and distribution processes.



**Own Distribution Centers.** Our strategically placed distribution centers simplify the supply chain to customers and ships products faster.

In addition to working with OEM partners to supplement our direct purchasing model, CDW•G has developed strong affiliations with principal distributors. Like our OEM partners, they send us daily EDI downloads, giving us visibility to inventory locations. Further, our top three distribution partners provide real time inventory information. Using this multi-layered procurement structure, we secure out-of-stock product(s) within as little as 24-48 hours, depending on customer requirements.

7. State any return and restocking policy, and any fees, if applicable associated with returns.

CDW•G offers a 30-day return policy on most products. Of the returns we accept, a minimum 15% restocking fee applies for non-defective product returns. For our complete return policy, please see Tab 10 of this response. Customers may also obtain additional information by contacting their Account Manager or CDW customer relations at 866.SVC.4CDW, [returns@cdw.com](mailto:returns@cdw.com).

8. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice?

CDW•G mails invoices the day after the product(s) is shipped out of one of our distribution centers. Or, if a customer prefers an electronic invoice, they can request that invoices be sent via PDF instead. We send the PDF the same day that the system generates the invoice. When a product is drop-shipped from a vendor, CDW•G invoices the customer once we receive the invoice from the vendor. As an added convenience to our customers, they can also print copies of original invoices via their CDW•G Extranet. Our standard invoices include the information listed below.

- CDW•G remit to address
- Invoice date
- Invoice number
- PO number affiliated with invoice
- Payment due date
- Order date
- Shipping method
- CDW•G part number
- Description of product
- Quantity ordered/shipped
- Unit price (based off of pricing structure agreed to in the contract)
- Extended price
- Ship to address

All of the information pertaining to the customer's specific requirements is included on the invoice as well. CDW•G supports many EDI formats and can customize invoices to reflect customers' required data fields. For more information regarding our EDI capabilities, we encourage the City to visit [www.cdwg.com/edi](http://www.cdwg.com/edi). At this time, CDW•G does not offer consolidated invoicing or consolidated billing.

9. Describe your delivery commitment:

a. What is your fill rate guarantee?

CDW•G's same-day fill rate is between 97-99% for credit-approved orders and in-stock product, depending on the complexity of the order. Should an item be out of stock, it typically takes 2-10 days, after receipt of order, to receive the product (subject to availability). We receive timely notification regarding product changes, including advance notification of product shortages, and products nearing end of life. When there is a product shortage and other vendors do not have access to these products, we can often procure them from another source. Many times when CDW•G receives notification of an upcoming stock outage, we utilize our distribution center's large capacity for volume purchases, keeping stock on hand for our customer's present and future needs.

b. What are your delivery days?

CDW•G's standard delivery is M-F excluding Thanksgiving, Christmas, and New Year's Day. Arrangements can be made based on need to fulfill orders on weekends and holidays for an additional fee. Customers should provide at least a 48-hour notice in order to allow time to properly set up any weekend or holiday deliveries.

c. Do you offer next day delivery?

Yes, CDW•G can ship same day, overnight, 2nd day, 3rd day, and ground. An expedited freight charge may be added for this service.

d. How do you facilitate emergency orders?

Whenever a contract member's order requires expediting, CDW•G treats it with priority. We direct all customers to contact their dedicated Account Manager if an emergency situation arises. They focus on placing the order and arranging for expedited delivery. Due to our very large inventory at our two distribution centers, we usually have the products in stock and available for immediate shipping.

e. Are shipping charges exempt for ALL who use this contract?

Prices include lowest ground freight for shipments/packages less than 70 pounds within the 48 contiguous United States when referencing this Agreement. All orders are subject to Seller's standard shipping policies in effect at the time of order placement. In those instances that are larger than 70 pounds or call for express or overnight delivery, shipping costs will be pre-paid by Seller and added to the customer invoice.

f. Describe how problems (such as a customer ordering a wrong product or a customer receiving a defective product; etc.) are resolved.

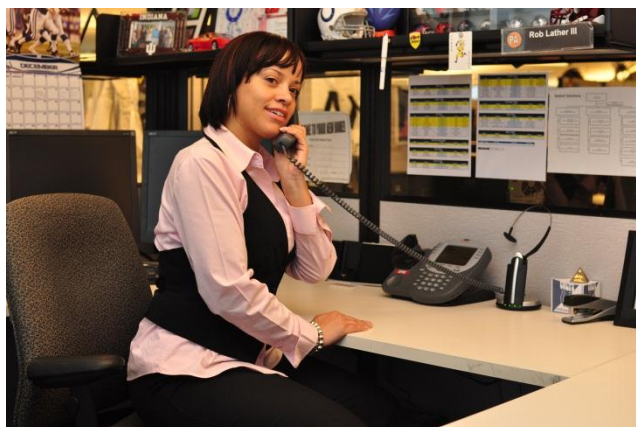
CDW•G encourages customers to contact their Account Manager to assist with any such issues. If the Account Manager evaluates the issue and if they cannot personally assist the customer, they will engage and collaborate with our Customer Relations Department to assist. Customer may also reach out to Customer Relations directly.

If a wrong product is ordered, the customer's dedicated CDW•G Account Manager will work with the customer to determine the best solution to resolve the issue. For any products returned, whether defective or incorrect item, CDW•G requires customers to provide a Return Merchandise Authorization (RMA) number before shipping back any product. This process allows us to expedite the process and helps ensure the proper action or credit, upon processing. Customers can get the RMA request form from their Account Manager, online via their CDW•G Extranet Account, or by contacting Customer Relations.

CDW•G tracks the reason for all returns, allowing us to make appropriate changes, as necessary. For example, a high volume of returns damaged in shipment would lead us to audit the carrier and review product packaging. CDW•G also monitors how quickly and efficiently the Customer Relations staff handles RMA requests, aiming to respond to requests within 24 hours or less.

10. Describe the types of customer service available to agencies that use this contract:

CDW•G provides post sales customer support Monday – Friday from 6am – 6pm Mountain Standard Time. All customer support is based in the United States. All Help Desk technicians are CompTIA certified; hold at a minimum A+ and Network+ certifications, and many are accredited in various engineering and manufacturing training courses. Our customer service team assists customers to ensure the product is working as the manufacturer intended. CDW•G provides this value added support, at no charge, for up to two years or manufacturers end of life, whichever comes first.



**Personal Touch.** With CDW•G, each customer has one point of contact for all their procurement needs.

a. Is online support available?

Yes, CDW•G's online technical support services include live chat and E-support, and remote support.

Live chat and E-support

To supplement our industry leading toll-free technical support, we provide access to online live chat, accessible through the customers CDWG@Work Extranet site. We staff this support by our trained technicians from 6am to 5pm MST. This site also provides support case management.

Remote Login

Our technicians have access to LogMeIn, a remote login utility, which allows them to connect to the end users computer for more in-depth troubleshooting and quicker resolution.

b. Is phone support available?

Customers can use our toll free phone number 800.383.4239, Monday – Friday from 6 am – 6 pm MST, to reach our dedicated technical support team.

- c. Can agencies request a dedicated service representative and/or a dedicated service team? If a dedicated customer service representative and/or team are assigned, what types of services does the representative/team provide? How do you help the customer manage our account?

With CDW•G every customer is automatically provided one single point of contact, their Account Manager, from the very first inquiry for service. Account Managers are assigned to customers based on a specific segment (State and Local government, Higher Education, K12, etc.), as well as a specific region in the country.

From hire, CDW•G Account Managers attend onboarding training, known as the “Account Manager Academy,” for three months before they begin interacting with customers on their own. This intensive training program focuses on sales consulting, product training, operational systems, and customer service. This process is much longer than industry standard practices, providing a higher level of support that our customers are quick to notice.

Account managers focus on learning their customers’ processes, requirements, needs, and challenges. This allows them to provide expertly the following services to agencies:

- Registration assistance to participate in National IPA
- Contacting customers and notifying them of the benefits of the contract
- Pre-sales consultation, including providing product and system compatibility information
- Providing industry - specific insight on technology solutions
- Acting as a quality control check by reviewing and approving all quote requests
- Keeping customers abreast of availability issues and assisting with any needed alternative sourcing options
- Coordinating any special delivery requests, including emergency orders
- Working with available CDW•G resources, and coordinating contact for any needed subject matter expert insight
- Keeping updated and available to assist in developing a service solution
- Facilitating communication between the customer and National IPA, as needed



**In-depth Training.** CDW•G Account Managers spend months training before assisting customers.

CDW•G ensures Account Managers are supported by an intricate network of subject matter experts. Account Managers utilize these resources to provide complete guidance to their customers. This network includes:

### **Sales Manager**

Sales Managers lead a team of Account Managers and Account Specialists to provide comprehensive solutions and outstanding sales support. They visit customer site(s) for business planning and discussions of future projects, as needed. They also assist Account Managers with expedited orders and problem remediation.

### **Business Development Manager**

Our Higher Education sector also has Business Development Managers, focusing on aligning with our customers. Their main role is to work with customers’ procurement teams to review current contracts,

align with strategic initiatives that the procurement team is looking to roll out, act as project manager for B2B integrations and a main point of contact to help resolve issues.

**Field Account Executive**

Field Account Executives (“FAE”) work in tandem with Account Managers and Account Specialists to provide comprehensive solutions and outstanding sales support. Each FAE is dedicated to a specific region and industry, and provide onsite visits to customers in communities across the country. Their site visits include usually business reviews and other meetings, as needed. FAEs also work with System Engineers to provide onsite road mapping, project development, and technical expertise.

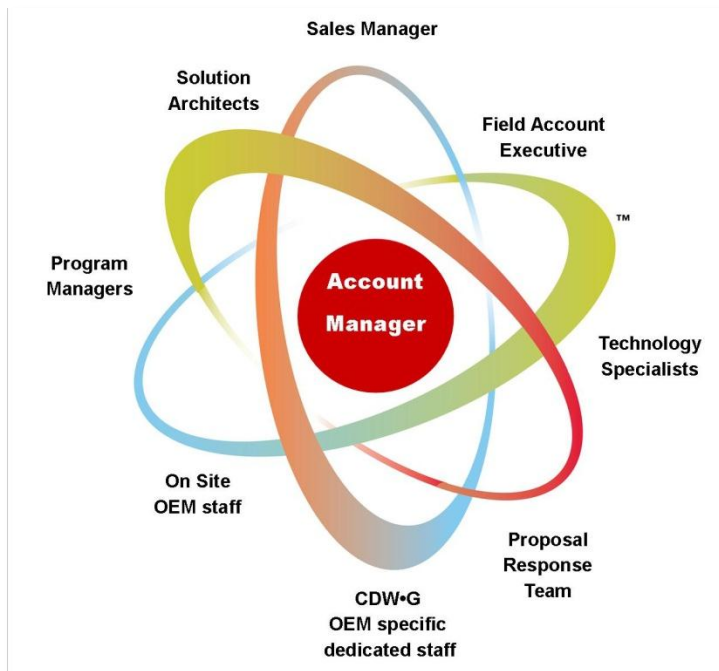
**Solution Architects**

Customers also have dedicated Solution Architects (SA) for each of their service solution needs. Solution Architects are dedicated to specific Account Teams, and is the expert in aligning customers with the appropriate service resources and tools including deployment technicians, project management and implementation engineers. The Solution Architect works closely with CDW•G customers to accurately scope project requirements and create a Statement of Work, making certain we provide the specific skills, proper staff and solution needed to fully service the customer. Upon agreement to move forward with the service offering, the Solution Architect hands off the service delivery to the customer’s dedicated CDW•G Project Coordinator and/or Project Manager to ensure successful execution.

**OEM Specific Resources**

For manufacturer specific information, Account Managers utilize an integrated network of both internal and external sales force. Many OEMs have pre-sales engineers and channel account managers (often onsite at CDW•G) providing consultation and immediate support to Account Managers. Additionally,

CDW•G badged Brand Managers, Field Solution Architects, and Partner Business managers work with both Account Managers and the external teams mentioned, providing further support.



**360 Degrees of Support.** CDW•G back our Customers’ one point of contact by the full scope of subject matter experts.

**Proposal/Bid Response Team**

If a customer’s solicitation would be a viable opportunity for CDW•G, Account Managers can request assistance in response from the Proposal/Bid Response team. This allows CDW•G to mitigate some of the risks that come with contractual sales and to quickly create a polished, well-crafted response. Additionally, this team allows CDW•G to increase not only the volume of solicitations we respond to, but to increase the likelihood of winning as well.

## Program Manager

Program Managers set up and manage contracts once awarded. They are a valuable resource to Account Managers, as they assist with training Account Managers in the contracts scope and guidelines, provide contract information and updates, and assist with Extranet/Premium page issues.

d. How are problems resolved?

CDW•G Account Managers assist their customers in resolving any issues. If a problem is in regards to an Account Manager, we encourage customers to contact the Account Managers Sales Manager.

e. What are the location and hours of your call centers?

CDW•G provides post-sales customer support Monday – Friday from 6am – 6pm Mountain Standard Time. All customer support is based in the United States. All Help Desk technicians are CompTIA certified; hold at a minimum A+ and Network+ certifications, and many are accredited in various engineering and manufacturing training courses. Our customer service team assists customers to ensure the product is working as the manufacturer intended. CDW•G provides this value added support, at no charge, for up to two years or manufacturers end of life, whichever comes first

f. What response time is guaranteed when a customer service request is made?

Response time is dependent on the request made. CDW•G strives to resolve all Customer Service Requests within 24 hours. However, because problems involving carriers typically take up to five days, the average time for problem resolution is approximately 2.5 days.



**Measured Success.** Our continued focus on our customer services attributed to our Forrester Groundswell Award for B2B Listening

CDW•G understands some requests are more urgent than others, and utilizes a detailed incident management process for critical systems. Severity level dictates the response time of this practice and employed for issues with our own network services, co-located systems, hosted solutions, websites, or our Internet services.

We constantly monitor our customer service process, ensuring we are continuing to meet the needs of our customers. The Customer Relations Supervisor reviews all CSRs at the end of the day to ensure that each CSR is being handled promptly. Additionally, Customer Relations Quality Analysts audit 30 cases per Customer Relations Representative per month to ensure representatives meet quality standards and that we provide proper training. We make adjustments and evaluate process changes as needed when we see high volumes for particular types of Customer Service Requests (CSRs).

g. Do you measure/track the success of your customer service program? If so, how do you do this, and what are your findings?

Always focused on continually improving our ability to provide the best service and products in the industry to our customers, CDW•G has a number of corrective processes in place. Some of these processes include:



- Our Purchasing Department monitors return rates on purchased products to look for quality issues.
- We aim to respond to Return Merchandise Authorization (RMA) requests within 24 hours.
- When we see high volumes for particular types of Customer Service Requests (CSRs), or RMAs we make adjustments and evaluate process changes, as needed.
- The Customer Relations Supervisor reviews all CSRs at the end of the day to ensure that we handle each CSR right away.
- Customer Relations Quality Analysts audit 30 cases per Customer Relations Representative each month to ensure our representatives are meeting quality standards and that we are providing proper training.

Additionally, CDW•G conducts monthly loyalty surveys to measure the customer's perception of CDW•G. We utilize these surveys to collect information for several internal departments including shipping, billing, and customer relations. We select customers on a random basis to participate in the surveys. If a customer ranks us "poor" or "fair", then the appropriate CDW•G department contacts the customer to determine the reason for their unsatisfactory response and offer additional action to rectify the problem. This fortunately is rare, as the majority of end-users express favorable survey comments. The positive comment that we receive most often is "CDW•G is extremely customer focused". As a testament to our dedication to customer service, CDW won the 2010 Forrester Groundswell Award for B2B Listening.

11. Describe the warranty period of products. Submit information on your warranty program.

While products sold by CDW•G come with the manufacturer's standard warranty, City of Tucson customers can contact our Technical Support Department for technical support on hardware purchased from CDW•G. We provide technical support on the products that we sell for up to two years from the date of purchase. If the Technical Support representative determines the customer needs warranty support, they connect them to the manufacturer's warranty department.

CDW•G offers a number of product lifecycle support options in addition to manufacturer warranties. This suite includes:

- |                                    |                                      |
|------------------------------------|--------------------------------------|
| • Warranty extensions and upgrades | • Product and certification training |
| • Post warranty support            | • Onsite repair                      |
| • Accidental damage protection     | • Depot repair                       |
| • Maintenance contract agreements  | • Help desk services                 |
| • Post-sale technical support      |                                      |

We send warranty expiration emails to our Account Managers, who then inform their customers when their hardware protection is about to expire. Account Managers assist their customers in determining the best warranty and coverage solutions to keep IT investments up and running, or finding a best-valued replacement.

12. Describe how your firm will notify customers of new products.

CDW•G prides ourselves on being on the forefront of technical development in the IT industry and our relationships with top manufacturers often results in advanced notification of upcoming releases of new products. In fact, we act as beta testing and product development for some of our vendor partners such as Cisco and Microsoft. Some of our engineers work closely with these vendor partners and learn the strengths, weaknesses, bugs and fixes of new products as many as 18 months before product release.

We utilize a number of avenues to keep contract purchasers informed of these new products. We highlight products on [cdwg.com](http://cdwg.com), and the contract Premium Page, and are open to suggestions by the City and National IPA. However, since Account Managers keep up to date with their customers' systems and processes, they are often the notification touch-point for new products that fit these customers' needs. Account Managers receive regular new product and technology training from our manufacturer partners, an average of 4-8 hours a month.



**Knowledgeable Insight.** CDW•G Account Managers focus on providing an expert viewpoint on our product portfolio.

Often times, Account Managers complete additional training on their own, receiving OEM certifications as sales certified experts. This training allows them to provide insight to their customers atypical of what you receive with most resellers. They utilize this knowledge in working with their customers to determine if new products are the best solutions for the customer's needs. Additionally, our industry leading Solution Architects and Engineers act as resources to our Account teams and customers for consultation and evaluation of new products and technologies and for help with strategic planning for our customers' environments.

13. Describe how your firm notifies customers of discontinued products?

As detailed in the previous response, we often receive advance notification from manufacturers when a product is nearing end of life, and we make every attempt to communicate these changes to customers who may be affected. One of the essential functions of an account team is to make users aware of the availability of a given product or product line. Using powerful proprietary tools, each account manager has complete visibility in real time to our distribution centers. Each account team also has visibility into our distribution partners' warehouses through EDI feeds updated at least twice daily. As part of their value-added service, they assist customers in finding substitute products that will help customers achieve the same business results. Since this information comes directly from Account Managers, we always encourage our customers to call for assistance when making large or essential purchases.

14. Describe if technical support questions are handled the same way as a customer service request? If not, describe the type(s) of technical support available, the location of technical support, and the hours of technical support.

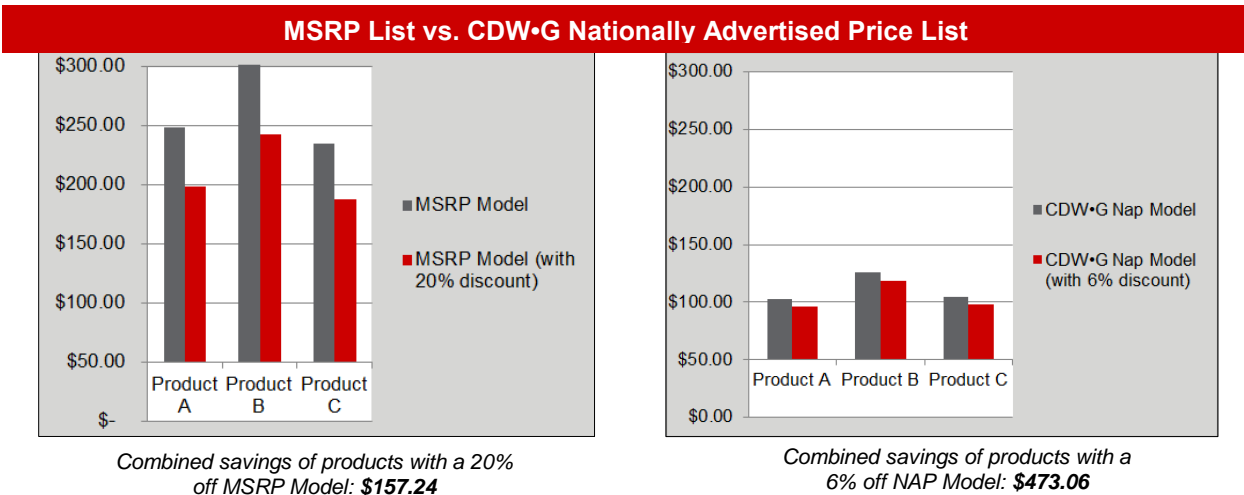
We encourage customers to contact their Account Manager when technical support is necessary. If the Account Manager is unable to assist, he/she determine the best next steps. They may work with the customer and dedicated manufacturer support coworker to resolve the issues, solicit assistance from their Sales Manager, or connect the customer to our help desk. CDW•G customers can also contact our technical support team directly from our website or their Extranet site, in a variety of ways including email, chat, and telephone. Our technical support team is available Monday – Friday from 6am – 6pm Mountain Standard Time. All customer support is based in the United States. All Help Desk technicians are CompTIA certified; hold at a minimum A+ and Network+ certifications, and many are accredited in various engineering and manufacturing training courses. Our customer service team assists customers to ensure the product is working as the manufacturer intended. CDW•G provides this value added support, at no charge, for up to two years or manufacturers end of life, whichever comes first.

15. Describe the proposed verifiable pricing formula or guaranteed discount matrix for new products introduced.

CDW•G is proposing a percentage off our nationally advertised pricing. We will apply the contract discount applicable to the new products introduced. We propose our discounts by categories that line up with our own internal catalog categories, so that when we add these new products to the CDW•G catalog, the City's contract catalog updates immediately as well.

With the discussion of discounting from MSRP at the Pre-proposal Meeting, CDW•G feels it is important for us to explain to the City the benefits of a discount from CDW•G's Nationally Advertised Price (NAP). The single most important parameter in a price model for this contract is the reference point from which price is calculated. Respondents, which derive discounts from MSRP, are often times leaving substantial customer savings on the table. For instance, the evaluation of the sum of an overall discount percentage does not always yield deeper savings. A seemingly "low" initial price, derived as a discount from a static reference like a Manufacturer's Suggested Retail Price (MSRP) may not be as advantageous as a "higher" price derived from a dynamic reference point. Resellers are able to obtain pricing which far exceeds MSRP-level pricing, due in large part to the quantity of product which they source from manufacturers and/or distribution partners and CDW•G's NAP is historically far lower than MSRP.

The charts below display three relevant computer peripherals products which have been compared using the MSRP vs. CDW•G NAP Models. These charts display the lack of savings which MSRP price models produce, as compared to that of a dynamic price list such as CDW•G NAP:



As evidenced in the preceding charts, partnering with a contractor that utilizes a dynamic price reference point allows for the extension of more advantageous pricing even with a lower discount number. Simply arriving at a sum of all total discounts does not qualify savings unless the City is aware of where the prices originate. Often times we see competitors simulate MSRP pricing in order to show large discounts, however as the table above illustrates, even discounts which originate from standard MSRP cannot compete with discounts originating from CDW•G Nationally Advertised Pricing.

CDW•G's Nationally Advertised Price List, unlike an MSRP model, considers industry and buying trends and is fully automated. This benefits the City in that price decreases can be reported and tracked by running a basic report, while MSRP models require continuous monitoring, as well as manual price

adjustment entry for thousands of line items. CDW•G, on the contrary, is able to simply query price changes, update the price index, and report discrepancies to the City in a timely fashion.

In conclusion, continuing to utilize a dynamic price model such a discount from CDW•G's NAP keeps the City's evaluation an apples and oranges comparison, and allows the City to see more savings, faster. Even if a discount percentage is in the single digits (as noted in the CDW•G NAP Model above) it packs the offer with greater savings than that offered by the high discount, low realized savings MSRP model.

We commend the City for continuing sound procurement practices, such as requiring vendors to complete the Attachment A market basket. This deliverable provides the City a realistic price comparison, evaluating actual savings, as compared to perceived savings. However, as this market basket covers only a minimal portion of the discount categories requested, we encourage you to bear in mind our explanation above when considering each vendor's overall price offering.

16. Describe what other services you offer that would be applicable to this contract (e.g., leasing/financing, services, maintenance, implementation, design, analysis, training, repair, etc.)

#### Leasing/Financing

CDW•G has a department dedicated solely to assisting our customers with their leasing needs. Much like our product offering, we take a vendor agnostic approach and focus on providing the best options in the industry, and not simply the latest solutions from a single provider. CDW•G's leasing team can work with the City to find the best leasing option that fits within any unique budget constraints the City may be experiencing.

Leasing allows the City to procure needed equipment now, so you do not have to wait years down the road when your budget allows a large- scale purchase. With leasing and financing, the City also has the ability to bundle costs. Therefore, if you are also working with outdated software, you can purchase it with your products, and even services, all in one fell swoop. Budgeting for leasing is easier than purchasing outright, as your monthly payments are agreed upon upfront. Finally, you can protect the City from advancing technology. With a lease, you can choose to add to your lease term; and once you choose to end the lease you often have the option between purchasing or returning the equipment.

#### Maintenance

CDW•G recognizes that maintenance/support contracts are of great importance to many customers because uptime is vital to their success. Our strong partnerships with the industry's top technology manufacturers, paired with our own maintenance solutions, offers a variety of viable options to our customers. Our maintenance options include the following:

- Warranty extensions and upgrades
- Post warranty support
- Accidental damage protection
- Maintenance contract agreements (conterminous, break/fix, and retainer)
- Post-sale technical support
- Product and certification training
- Help desk services

#### Implementation

Our national footprint is expansive, with over 600 engineers on staff in more than 15 service offices, complimented by a national traveling team. Additionally, we have capabilities to ship 3,000+ custom-

configured systems daily; we configure over 750,000 custom solutions in our two state-of-the-art distribution centers annually. Our large number of engineers, paired with our configuration capabilities, allows CDW•G to handle any rollout project that contract members may have.

### Design

Most of our projects begin with either an assessment or planning and design session. Our architects review your needs and can perform an evaluation of your existing environment to develop a comprehensive solution to meet your particular project objectives.

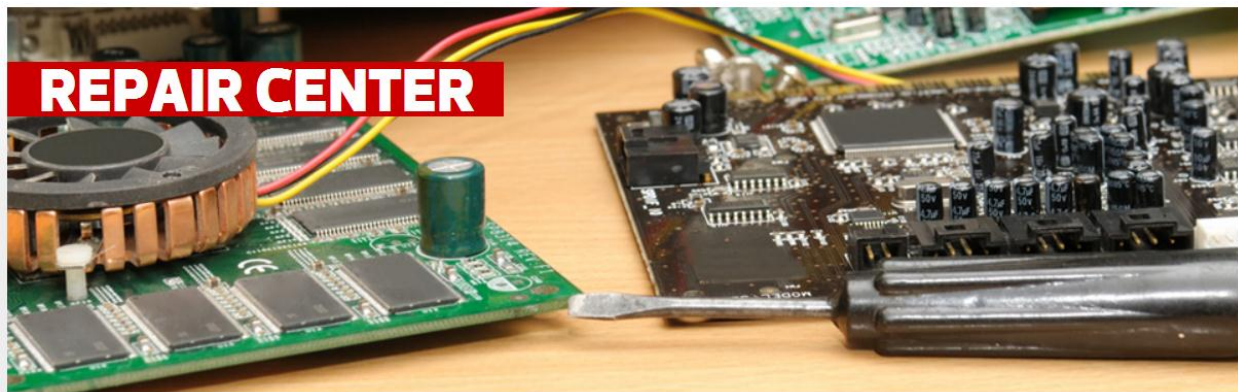
### Consulting/Analysis

Most of our projects begin with either an assessment or planning and design session. CDW•G technical specialists and field solution architects are experts in many areas including unified communications, networking, wireless, network and physical security and server/storage solutions. CDW•G will save contract members staff time and effort because our experts have already initiated the due diligence process. We share our knowledge of the latest technologies as well as our expertise regarding the pros and cons of each potential solution. We also offer a variety of more complex consulting/analysis solutions for those customers who need a more in-depth evaluation of their systems.

### Training

CDW•G's project methodology ensures technicians and project managers work with the mindset of being an extension of the customer's IT staff. Throughout the project our team not only focuses on designing bullet-proof solutions, but continually engaging the IT staff; sharing knowledge, and ensuring the staff knows how to navigate the solution in which the customer vested their resources. Should a customer require training outside of this transfer of knowledge, we have a blended solution of CDW•G offerings, manufacturer standard trainings, and technology training companies.

### Repair



In addition to offering onsite repair, we have our own repair center. CDW's Repair Center offers fast turnaround time and low cost out-of-warranty repair prices, as well as great in-warranty service. Our factory certified repair technicians complete typical repairs on an average of 7-10 business days. We are an authorized Service Center for the following Manufacturers:

- Acer
- Apple
- Fujitsu
- HP
- IBM
- Lenovo
- Service Net
- Sony
- Toshiba

*Please note: due to manufacturer policies, limitations, and agreements, CDW may not be able to service all computer models or lines made by these manufacturers.*

# Tab Six



## B. Price Proposal

## B. Price Proposal

1. Provide price proposal as requested on the Price Page attached herein. In addition to indicating your proposed discounts on the Price Page, you must also apply those discounts to the sample items in the Sample Items List in Attachment A.

CDW•G offers an additional 2% discount beyond the applicable category discounts for all HP products.

ITEM NO.	PRICING GROUP	DISCOUNT OFF VERIFIABLE PRICE INDEX
<b>Group 1 Systems</b>		
1.	Desktops	2.00%
2.	Notebooks	2.00%
3.	Tablets	2.25%
4.	Servers (1 Processor, 2, Processor, 4+Processor, Blade, Tower, Unix, Handhelds, etc.)	2.25%
<b>Group 2 Input Devices</b>		
5.	Keyboards	3.50%
6.	Mice	3.50%
7.	Imaging Scanners	4.50%
8.	POS Scanners	4.50%
9.	Pointing Devices	3.50%
10.	Bar Code Readers	3.50%
11.	Audio Input	3.50%
12.	Input Adapters	3.50%
13.	PC and Network Cameras	3.75%
14.	Input Cables	8.00%
15.	Input Accessories	3.50%
<b>Group 3 Output Devices</b>		
16.	Displays	3.25%
17.	Printers	3.50%
18.	Inkjet Printers	3.50%
19.	Inkjet Photo Printers	3.50%
20.	Laser Printers	2.25%
21.	Label Printers	3.50%
22.	Dot Matrix Printers	2.25%
23.	Multi-Function Printers	2.25%
24.	Wide Format Printers	2.25%
25.	Multi-Function Inkjet Printers	2.25%
26.	Wide Format Printers	2.25%
27.	Fax Machine Printers	2.25%
28.	Printer Accessories	3.75%
29.	Projectors	3.25%
30.	Projector Accessories	3.25%
31.	Audio Input	2.25%
32.	Video Cards	2.25%
33.	Sound Cards	2.25%
34.	Output Accessories	2.25%
35.	Printer Consumables	2.25%

**Group 4 Memory**

36.	Desktop	5.00%
37.	Flash	4.25%
38.	Networking	4.25%
39.	Notebook	5.00%
40.	Printer/Fax	4.25%
41.	Server	4.25%

**Group 5 Storage Devices**

42.	Adapters Fibre Channel	3.50%
43.	Adapters FireWire/USB	3.50%
44.	Adapters IDE/ATA/SATA	3.50%
45.	Adapters RAID	3.50%
46.	Adapters SCSI	3.50%
47.	Bridges & Routers	3.50%
48.	Disk Arrays	3.50%
49.	Disk Arrays JBOD	3.50%
50.	Drives Magneto-Optical	3.50%
51.	Drives Removable Disk	2.75%
52.	Fiber Channel Switches	3.50%
53.	Hard Disks External	2.75%
54.	Hard Disks Fibre Channel	3.50%
55.	Hard Disks IDE/ATA/S	2.75%
56.	Hard Disks Notebook	2.75%
57.	Hard Disks SCSI	2.75%
58.	Networking Accessories	2.75%
59.	Optical Drives CD-RO	2.75%
60.	Optical Drives CD-RW	2.75%
61.	Optical Drives DVD/C	2.75%
62.	Optical Drives DVD-R	2.75%
63.	Storage Accessories	2.75%
64.	Storage NAS	3.50%
65.	Storage SAN	3.50%
66.	Tape Autoloaders AIT	3.50%
67.	Tape Autoloaders DAT	3.50%
68.	Tape Autoloaders DLT	3.50%
69.	Tape Autoloaders LTO	3.50%
70.	Tape Drives 4mm	3.50%
71.	Tape Drives 8mm/VXA	3.50%
72.	Tape Drives AIT	3.50%
73.	Tape Drives DAT	3.50%
74.	Tape Drives DLT	3.50%
75.	Tape Drives LTO/Ultrium	3.50%
76.	Tape Drives SDLT	3.50%
77.	Tape Drives Travan	3.50%



ITEM NO.	PRICING GROUP	DISCOUNT OFF VERIFIABLE PRICE INDEX
<b>Group 6 Network Equipment</b>		
78.	10/100 Hubs & Switch	2.75%
79.	Bridges and Routers	2.75%
80.	Gigabit Hubs & Switches	2.75%
81.	Concentrators and Multiplexers	2.75%
82.	Hardware Firewalls	2.75%
83.	Intrusion Detection	2.75%
84.	KVM	2.25%
85.	Modems	2.75%
86.	Network Test Equipment	2.75%
87.	Network Adapters	2.75%
88.	Network Cables	8.00%
89.	Network Accessories	2.75%
90.	Repeaters and Transceivers	3.25%
91.	Wireless LAN Accessories	2.75%
92.	Token Authentication	15.00%
93.	10G Fiber Optic Transceivers	3.25%
94.	1G Fiber Optic Transceivers	3.25%
<b>Group 7 Software</b>		
95.	Licensing Packages (i.e., Microsoft Open Value, Microsoft EES)	3.25%
96.	Licensing Backup	3.25%
97.	Licensing Barcode/OC	3.25%
98.	Licensing Business Application	3.25%
99.	Licensing CAD/CAM	3.25%
100.	Licensing Cloning	3.25%
101.	Licensing Computer Services	3.25%
102.	Licensing Database	3.25%
103.	Licensing Development	3.25%
104.	Licensing Entertainment	3.25%
105.	Licensing Financial	3.25%
106.	Licensing Flow Chart	3.25%
107.	Licensing Graphic Design	3.25%
108.	Licensing Handheld	3.25%
109.	Licensing Network OS	3.25%
110.	Licensing OS	3.25%
111.	Licensing Personal Organization	3.25%
112.	Licensing Presentation	3.25%
113.	Licensing Reference	3.25%
114.	Licensing Report Analysis	3.25%
115.	Licensing Spreadsheet	3.25%
116.	Licensing Utilities	3.25%
117.	Licensing Warranties	3.25%
118.	Licensing Web Development	3.25%
119.	Licensing Word Processing	3.25%
120.	Software Backup	3.25%
121.	Software Barcode/OCR	3.25%
122.	Software Business Application	3.25%
123.	Software CAD/CAM	3.25%
124.	Software Cloning	3.25%
125.	Software Computer Services	3.25%
126.	Software Database	3.25%

ITEM NO.	PRICING GROUP	DISCOUNT OFF VERIFIABLE PRICE INDEX
<b>Group 7 Software Continued</b>		
127.	Software Development	3.25%
128.	Software Entertainment	3.25%
129.	Software Financial	3.25%
130.	Software Flow Chart	3.25%
131.	Software Graphic Design	3.25%
132.	Software Handheld	3.25%
133.	Software OS	3.25%
134.	Software Personal Organization	3.25%
135.	Software Presentation	3.25%
136.	Software Reference	3.25%
137.	Software Report Analysis	3.25%
138.	Software Spreadsheet	3.25%
139.	Software Utilities	3.25%
140.	Software Warranties	3.25%
141.	Software Web Development	3.25%
142.	Software Word Processing	3.25%
<b>Group 8 Media Supplies</b>		3.75%
143.	Media 4mm Tape	3.75%
144.	Media AIT Tape	3.75%
145.	Media DAT Tape	3.75%
146.	Media DLT Tape	3.75%
147.	Media LTO/Ultrium Tape Drive	3.75%
148.	Media Magneto-Optical	3.75%
149.	Media Optical	3.75%
150.	Media SLR Tape	3.75%
151.	Media Travan Tape	3.75%
152.	Media VXA Tape	3.75%
153.	Media Zip	3.75%
<b>Group 9 Collaboration and IP Telephony</b>		
154.	IP Phones	2.75%
155.	Video Conferencing products	2.75%
156.	Voice Gateways/Servers	2.75%
157.	Headsets	2.75%
158.	Audio conferencing products	2.75%
159.	Analog phones	2.75%
160.	accessories	2.75%
<b>Group 10 Other</b>		
161.	Advanced Integration	2.00%
162.	Asset Disposal	2.00%
163.	Asset Management	5.00%
164.	Cables	8.00%
165.	Cables Custom	8.00%
166.	Cables Printer	8.00%
167.	Complex Warranties	2.00%
168.	Desktop Accessories	5.00%
169.	Display Accessories	3.25%
170.	Electronic Services	N/A%
171.	Handheld Accessories	5.00%
172.	Imaging Accessories	3.75%

ITEM NO.	PRICING GROUP	DISCOUNT OFF VERIFIABLE PRICE INDEX
<b>Group 10 Other continued</b>		
173.	Imaging Camcorders	3.75%
174.	Imaging Digital Cameras	3.75%
175.	Internal Lab Service	N/A%
176.	Lab Fees	2.00%
177.	Managed Services	2.00%
178.	Miscellaneous Solutions	N/A%
179.	Mounting hardware for vehicles	4.00%
180.	Networking Warranties	2.00%
181.	Notebook Accessories	4.00%
182.	Notebook Batteries	3.75%
183.	PC Lab Order Services	N/A%
184.	POS Accessories	3.50%
185.	POS Displays	3.25%
186.	Power Accessories	2.25%
187.	Power Surge Protection	4.00%
188.	Power UPS	2.25%
189.	Server Accessories	2.25%
190.	Service charge	N/A%
191.	System Components	4.25%
192.	Training Courses	2.00%
193.	Training Reference Manuals	2.00%
194.	Warranties Electronic	2.00%

**Group 10 Additional Proposed Categories**

202	iPad/Tablet Stylus	5.000%
203	Mouse/Wrist Pads	5.000%
204	Security Locks and Hardware	20.000%
205	Tools	5.000%
206	Document Scanner Accessories	3.750%
207	Flatbed Scanners	3.750%
208	Mobile Scanners	3.750%
209	Network Scanners	3.750%
210	Sheetfed Scanners	3.750%
211	Wide Format Scanners	3.750%
212	Workgroup/Departmental Scanner	4.500%
213	Build to Order Desktops	2.250%
214	Nettop	2.250%
215	Point of Sale	2.250%
216	Ultra Small Form Factor	2.250%
217	Apple Mac Memory Upgrades	4.250%
218	Chips/SIMMs/SIPPs/ROMs	4.250%
219	Computer Cases	4.250%
220	CPUs/Fans	4.250%
221	Memory Accessories	4.250%
222	Motherboards/Chassis	2.750%
223	1-2 Port Serial Boards	2.750%

224	3+ Port Serial Boards	2.750%
225	Console Server	2.750%
226	Device Server	4.000%
227	Terminal Servers	2.750%
228	Content Management	2.750%
229	Firewall/VPN Appliances	2.750%
230	Multifunction Security Applian	2.750%
231	Network Camera Accessories	2.750%
232	Network Cameras	2.750%
233	Physical/Environment Security	2.750%
234	Security Appliance Accessories	15.000%
235	Security Tokens	2.750%
236	Unified Threat Management	2.750%
237	2-Way Radios/Walkie Talkies	3.500%
238	Apple Notebooks	2.250%
239	Convertible PCs/Slate PCs/iPAD	2.250%
240	iPAD	2.000%
241	Slate Tablet Computers	2.000%
242	GPS/PDA	4.250%
243	Wireless Communication Devices	3.000%
244	Batteries	3.750%
245	Power Supplies/Adapters	2.250%
246	Rackmounting Equipment	2.250%
247	Remote Power Management	2.250%
248	Surge Suppressors	4.000%
249	UPS/Battery Backup	2.250%
250	14" & Smaller LCD Display	3.250%
251	15-19" LCD Display	3.250%
252	15-19" Wide LCD Display	3.250%
253	15-19" Wide LED Display	3.250%
254	20-30" LCD Display	6.000%
255	20-30" Wide LCD Display	3.500%
256	20-30" Wide LED Display	3.250%
257	PCoIP and Zero Client Displays	3.250%
258	Arm Mounts	3.250%
259	Ceiling Mounts	3.250%
260	Combo Mounts	3.250%
261	Desktop Stands/Risers	3.250%
262	Flat Wall Mounts	3.250%
263	Mount Accessories	3.250%
264	Pole Display	3.250%
265	Stands/Carts/Feet	3.500%
266	Tilt Wall Mounts	3.250%

**Group 11 Services – Offerors may offer a discount off list price or an hourly rate. Pricing may vary by manufacturer and by region of the country. Offerors should indicate any manufacturer and regional variances.**

195.	Design and Analysis		%
196.	Configuration		%
197.	Implementation	Please see below for our services offering	%
198.	Installation		%
199.	Training		%
200.	Maintenance and Support		%
201.	Additional Services Offered		%
	(On a separate page list the additional services offered and their applicable discount)		

**Additional Services**

<b>Service</b>	<b>Standard Rate</b>	<b>Discount from Standard Rate</b>
Converged Infrastructure Services Rates		
<b><u>UCCe, Telepresence, Video, Webex Services Rates</u></b>		
Project Manager	\$ 185.00	1%
Architect	\$ 250.00	1%
Senior Consultant	\$ 225.00	1%
Consultant	\$ 200.00	1%
UCCx, UC, Unity, CME Services Rates		
Project Manager	\$ 185.00	1%
Architect	\$ 225.00	1%
Senior Consultant	\$ 200.00	1%
Consultant	\$ 175.00	1%
<b><u>Wireless, DLP, Physical Security Services Rates</u></b>		
Project Manager	\$ 185.00	1%
Architect	\$ 225.00	1%
Senior Consultant	\$ 200.00	1%
Consultant	\$ 175.00	1%
<b><u>R/S, UCS, Nexus, Security Services Rates</u></b>		
Project Manager	\$ 185.00	1%
Architect	\$ 225.00	1%
Senior Consultant	\$ 200.00	1%
Consultant	\$ 175.00	1%
<b><u>Cross Practice Services Rates</u></b>		
Program Manager	\$ 225.00	1%
Technical Writer	\$ 75.00	1%
Trainer	\$ 175.00	1%
Associate	\$ 160.00	1%
Travel Rate	Hourly Uplift \$ 35.00	1%
<b><u>MS Unified Communications Services Rates</u></b>		
Project Manager	\$ 185.00	1%
Architect	\$ 200.00	1%
Senior Consultant	\$ 185.00	1%
Consultant	\$ 175.00	1%
<b><u>MS Information Worker Services Rates</u></b>		
Project Manager	\$ 185.00	1%
Architect	\$ 195.00	1%
Senior Consultant	\$ 185.00	1%
Consultant	\$ 175.00	1%
<b><u>MS Server and Security Services Rates</u></b>		
Project Manager	\$ 185.00	1%
Architect	\$ 200.00	1%

Senior Consultant	\$ 180.00	1%
Consultant	\$ 165.00	1%
<b><u>MS Monitoring and Management Services Rates</u></b>		
Project Manager	\$ 185.00	1%
Architect	\$ 200.00	1%
Senior Consultant	\$ 180.00	1%
Consultant	\$ 165.00	1%
<b><u>Citrix/VMware Services Rates</u></b>		
Project Manager	\$ 185.00	1%
Architect	\$ 225.00	1%
Senior Consultant	\$ 200.00	1%
Consultant	\$ 180.00	1%
<b><u>NetApp/EMC Services Rates</u></b>		
Project Manager	\$ 185.00	1%
Architect	\$ 250.00	1%
Senior Consultant	\$ 225.00	1%
Consultant	\$ 200.00	1%
<b><u>IBM I, P, Z, TSM Service Rates</u></b>		
Project Manager	\$ 185.00	1%
Architect	\$ 250.00	1%
Senior Consultant	\$ 225.00	1%
Consultant	\$ 200.00	1%
<b><u>Lotus/WebSphere Services Rates</u></b>		
Project Manager	\$ 185.00	1%
Architect	\$ 190.00	1%
Senior Consultant	\$ 180.00	1%
Consultant	\$ 165.00	1%
Other Manufacturer Solutions		
Project Manager	\$ 225.00	1%
Architect	\$ 250.00	1%
Senior Consultant	\$ 225.00	1%
Consultant	\$ 175.00	1%

## REVISED ATTACHMENT A: SAMPLE ITEMS LIST

NOTE: For each item listed below, offeror should fill in the yellow cells only. In the "Unit Price Before Discount" column, offeror should enter the unit price for the specified item before their discount is applied. In the "Discount" column, offeror should enter the discount that they are proposing to offer for the specified item. The discount entered in the "Discount" column should match the discount that offeror identified on the Price Page. The "Unit Price After Discount" column will autopopulate based on the entries in the two preceding columns.

Note: For the sole purpose of helping to identify the sample items below, the CDW-G Part # is also being provided for each item.

Item #	Description	Brand	Manufacturer's Part Number	CDW-G Part Number	UNIT PRICE BEFORE DISCOUNT	DISCOUNT	UNIT PRICE AFTER DISCOUNT
1	PLUG-IN DOCK AND LOCK 30 DRAWER CAB	PLUG-IN STORAGE SYSTEMS	4852-L-30	935042	\$ 4,921.66	20.0000%	\$ 3,937.33
2	GARMIN GPS 18X USB SENSOR	GARMIN	010-00321-31	1441195	\$ 84.99	4.2500%	\$ 81.38
3	KEN UNIV DOCK STAT SD400V VID/ENET	KENSINGTON	K33926US	1822378	\$ 129.67	4.0000%	\$ 124.48
4	RSA BASE SW LIC BTW 155-250	RSA SECURITY	APP0000250B	1016651	\$ 64.83	3.2500%	\$ 62.72
5	GARMIN FLANGE MOUNT	GARMIN	010-10453-00	914063	\$ 18.94	4.2500%	\$ 18.14
6	HP SB LA2205WG 22" WIDE DVI DP HA	HEWLETT-PACKARD	NM274A8#ABA	1906059	\$ 192.51	3.5000%	\$ 185.77
7	CRUCIAL 1GB 184PIN DDR PC3200	CRUCIAL TECHNOLOGY	CT12864Z40B	635238	\$ 26.92	5.0000%	\$ 25.57
8	FUJITSU FI-6770A FBSCAN 90PPM W/VRS	FUJITSU	PA03576-B035	1533003	\$ 5,984.99	4.5000%	\$ 5,715.67
9	HP OFFICEJET 100 MOB PRINTER-L411A	HEWLETT-PACKARD	CN551A#B1H	2374450	\$ 226.42	3.5000%	\$ 218.50
10	FUJITSU FI-6770 FBSCAN 90PPM W/VRS	FUJITSU	PA03576-B105	1532992	\$ 5,611.93	4.5000%	\$ 5,359.39
11	BELKIN USB A/A EXT CAB M/F IMAC 10'	BELKIN	F3U134-10-CBL	141310	\$ 10.96	8.0000%	\$ 10.08
12	CRUCIAL 1GB DDR2 PC2-6400	CRUCIAL TECHNOLOGY	CT12864AA80	1269183	\$ 16.95	5.0000%	\$ 16.10





13	CRUCIAL 1GB 200PIN SODIMM PC2700	CRUCIAL TECHNOLOGY	CT12864X335	657427	\$ 32.91	5.0000%	\$ 31.26
14	RSA SID700 60SEC 3YR 100 PACK	RSA SECURITY	SID700-6-60-36-100	1033112	\$ 5,535.12	15.0000%	\$ 4,704.85
15	HP SB 6300 I3-2120 500GB 4GB W7P	HEWLETT-PACKARD	B5N08UT#ABA	2745728	\$ 642.38	2.0000%	\$ 629.53
16	NEC 2190UXP 21.3" DVI HA	NEC	LCD2190UXP-BK	993067	\$ 849.99	6.0000%	\$ 798.99
17	APC SMRTUPS 1500VA USB/SER RM 2U	APC	SUA1500RM2U	468489	\$ 650.36	3.2500%	\$ 629.22
18	ERGOTRON DUAL LCD STAND VERT <24"	ERGOTRON	33-091-200	210326	\$ 266.32	3.5000%	\$ 257.00
19	APC UPS NETWORK MANAGEMENT CARD 2	APC	AP9631	1745320	\$ 435.90	3.2500%	\$ 421.73
20	CRUCIAL 1GB DDR2 PC5300 240PIN DIMM	CRUCIAL TECHNOLOGY	CT12864AA667	727405	\$ 14.95	5.0000%	\$ 14.20
21	TRIPP ISOBAR SURGE 4 OUTLET 6FT CORD	TRIPP LITE	ISOBAR4ULTRA	024586	\$ 51.86	4.0000%	\$ 49.79
22	APC SMART UPS 2200VA RM/TWR	APC	SUA2200XL-NETPKG	1594908	\$ 1,453.35	3.2500%	\$ 1,406.12
23	TRENDNET 10/100TX-100FX FIB CONVERT	TRENDWARE INTERNATIONAL	TFC-110S15I	1563443	\$ 115.70	3.2500%	\$ 111.94
24	IBM LTO4 ULTRIUM 4 BAR CODE LABELED	IBM	95P4437	1319661	\$ 29.92	3.7500%	\$ 28.80
25	RSA SID700 60SEC 3YR 50 PACK	RSA SECURITY	SID700-6-60-36-50	1035736	\$ 2,770.05	15.0000%	\$ 2,354.54
26	LANTRONIX EDS8PR 8PT TRMNL SRVR	LANTRONIX	EDS00812N-01	1183723	\$ 546.62	4.0000%	\$ 524.76
<b>GRAND TOTAL</b>							<b>\$ 27,717.87</b>



2. Propose and provide details of additional discounts or rebates for volume orders, special manufacturers' offers, free goods program, total annual spend, etc.

Under the contract, individual clients who purchase significantly larger amounts may qualify for an additional discount on individual purchases. Additionally, as a partner on the contract, CDW•G will be leveraging its influence on manufacturer partners for additional cost saving programs based on contract spend.



**CDW•G Exclusive Savings.** CDW•G offers contract purchasers an additional 2% discount for all HP products.

One of the updates to our price offering to the City that we are most excited to offer contract purchasers, is deep additional HP discounts. CDW•G recognized on the current contract, HP products are what agencies continue to purchase the most. In fact, HP sales are almost three times higher than the second highest OEM sales. We realized this was a potential for even greater savings for our customers, and as an HP Premier Partner, CDW•G negotiated an even lower discount

for the new contract. At present, we will be offering all HP branded items at an additional 2% discount over and above the standard contract discount. This discount is only for CDW•G customers, and is exclusive to the City's contract.

With our dedicated Account manager model, CDW•G Account Managers are tasked with providing exceptional customer service and excellent value to each customer who purchases from National IPA. With that goal in mind, if a customer were to forecast larger quantities, the Account manager will work with manufacturer partners on behalf of his/her customer to achieve greater than contract discounts. The discounts and effective savings will be dependent on manufacturer support as well as the size and volume of the order. Depending on the product type the discounts can be anywhere from 2- 20% additional savings.

3. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by \_\_\_\_\_%, if payment is made within \_\_\_\_\_ days. These payment terms shall apply to all purchases and to all payment methods.

CDW•G does not offer prompt payment discounts.

4. Will payment be accepted via commercial credit card? \_\_\_\_\_Yes \_\_\_\_\_No

Yes, we accept commercial credit card payments.

- 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

Yes, customers can make online commercial payments. We have trading partnerships with credit card processing companies; our customers do not directly incur any fees associated with these transactions.

5. Does your firm have a City of Tucson Business License? \_\_\_\_\_Yes \_\_\_\_\_No

CDW•G does not currently have a City of Tucson Business License, but we have applied for one. We will happily provide this to the City once we receive.

# Tab Seven



## C. Qualifications and Experience

## C. Qualifications and Experience

1. Provide a brief history and description of your firm. Discuss firm's national presence in the IT solutions industry.

Founded in 1984, CDW is a leading provider of technology solutions to over 250,000 customers composed of small-, medium-, and large-sized public and private entities. CDW Government LLC (CDW•G) is a wholly owned subsidiary of CDW Corporation, incorporated in 1998 to address the specific needs of our government, education, and healthcare customers. Our unique company structure provides our customers products and services only a large national reseller can provide, combined with a local presence typical of a small business. We have a large manufacturer presence in our offices across the country and blanketed in the field with our field account executives. Account Teams are segmented by sector, which allows us to provide our each customer with one contact who is knowledgeable of every nuance of their organization.

CDW•G is one of the largest direct marketing resellers in the U.S., currently carrying more than 100,000 top name-brand technology products from more than 1,000 leading IT manufacturers. Our two state of the art distribution centers are capable of handling 141,000 shipments daily, out of a combined area of almost one square mile. We utilize a just-in-time inventory system to ensure we have the products in stock and ready to ship, and send them out to our customers with a 99.7% shipping accuracy.

We launched our e-commerce website in 1995, as an additional avenue to service our customers. In May 2012, CDW•G was ranked No. 10 on the list of America's largest e-retailers by Internet Retailer's Top 500 Retail Web Sites Guide for the third consecutive year.

Though our selection of product is very wide, CDW•G delivers more than just product; we also deliver IT solutions. We offer a full spectrum of technology services including cloud computing, consulting, system configurations, implementation, and training. CDW•G designs and implements complete business solutions that address a full range of complex issues including, but not limited to Business Continuity, Infrastructure Optimization, Networking, Security Management, and Unified Communications.

Our intricate offering coupled with our customer-centric business model, is the reason for our success. A testament to this success is our continued upward sales trend, totaling over ten billion in 2012.

2. Provide the total number and location of sales persons employed by your firm.

CDW•G currently employs more than 1,360 coworkers, part of our larger organization of 6,900 employees nationwide and in Canada, with 43 different locations. More than 840 of our CDW•G dedicated sales force are Account Managers, in addition to 65 Field Account Executives placed throughout communities across the nation.

3. Provide the number and location of support centers (if applicable).

When CDW•G was awarded the City's contract in 2008 we had offices in five states and Canada. Since this time, we have drastically expanded our location



**Nationwide Coverage.** 1,360 CDW•G coworkers serving our customers

portfolio across 20 additional states, and have added second/multiple offices in a number of our original five states and Canada. Currently, we have 43 separate locations. Speaking specifically to the benefit of this contract, seven of the states with new locations are also in the ten states with the highest historical spend on the contract.

4. Provide your firm's annual sales for 2009, 2010, and 2011.

Below you can see evidence of CDW Corporation's sales growth, and our growth on the contract as well. You will note that since the recession of 2009, CDW•G consistently drives compounding growth in both areas, and anticipates these upward trends to continue. Also notable, the growth rates of National IPA exceeding the standard rate for CDW•G, verifying our good faith effort to promote the contract within our existing client base.

<b>Explosive Sales Growth</b>						
<b>Year</b>	<b>Annual Revenues</b>			<b>YOY Growth</b>		
	<b>National IPA (\$ Millions)</b>	<b>CDW•G (\$ Billions)</b>	<b>CDW (\$ Billions)</b>	<b>National IPA</b>	<b>CDW•G</b>	<b>CDW</b>
<b>2009</b>	21.7	3	7.2	443%	3.5%	-11.1%
<b>2010</b>	44.1	3.6	8.8	103%	20.0%	22.2%
<b>2011</b>	83.3	3.8	9.6	89%	5.6%	9.1%
<b>2012</b>	99.4	4.0	10.1	19%	7.1%	5.5%

5. Please submit your FEIN and Dunn & Bradstreet report.

CDW•G FEIN: 36-4230110  
Dun & Bradstreet numbers:

CDW Corporation                               107627952  
CDW Government, Inc.                       026157235

We include our reports in a separate, confidential file.

6. Provide a summarization of your experience in performing work similar to that outlined in this solicitations. Provide a minimum of three references for which your firm has provided the same solution (please include company name, address, contact person, phone number, email address and dates of service). References from other public agencies, particularly municipal governments, are preferred.

As detailed previously, CDW•G holds a number of similarly structured contracts, including AEPA, NJPA, and TCPN, among others. These are contracts we not only currently held, but have held simultaneously while managing the City's current contract. For our references we provide customers that can attest to our abilities of both managing this contract, and to addressing and meeting their needs as our customer. We provide contact information for these customers in a separate, confidential file.

## University of Arizona

**Address:** The University of AZ Purchasing USA Building 300A, 5<sup>th</sup> Floor Tucson, AZ 85721

**Dates of Service:** July 1989 – present

**Summary of Service:** Currently one of the top purchasers of the City's contract, the University relies on their CDW•G Account Manager to help find the contract's best solutions for many of their technology needs.

## Hillsborough County

**Address:** 601 E. Kennedy Blvd. Tampa, FL 33602

**Dates of Service:** November 1996 – present

**Summary of Service:** Hillsborough County has a number of mandatory statewide contracts they must use for their IT purchases. For most other purchases, they turn to the City's contract.

## Lee County

**Address:** 1825 Hendry St Fort Myers, FL 33901

**Dates of Service:** August 1993 – present

**Summary of Service:** Like Hillsborough, Lee County only cooperative contract they purchase from is the City's. They utilize the full scope of the contract offering.

7. Provide resumes and three references (preferably from the public sector) for the primary customer service representative(s). Resume(s) shall include their title within the organization, a description of the type of work they would perform, the individuals' credentials, background, years of experience and relevant experience, etc. References shall include the contact's name, phone number, email, position, organization, and the work which the Offeror performed for the reference.

CDW•G's customer service structure is beneficial to contract purchasers, in that each agency has its own dedicated Account Manager acting as the primary service representative. However, due to the large number of Account Managers dedicated to this contract, it is not feasible to provide the requested information for each. Therefore, we provide the credentials for your lead customer service representative for the contract, your point of contact for contract management, and the City's own dedicated Account Manager.



### Pat O'Brien, Sales Manager

**Phone:** 877.898.2997

**Email:** [patobri@cdwg.com](mailto:patobri@cdwg.com)

**Organization:** Reports to David Hutchins, VP of State and Local Government Sales

**Contract Role and Experience:** Pat acts as the City's main point of contact for all customer related aspects of this contract. He assists in driving contract opportunities by meeting with customers, attending conferences, assisting with marketing initiatives, and training his sales team on the contract. Additionally, he acts as the point, should any customer issues need escalated.

Pat has supported our customers for over 11 years, seven years within a manager capacity. Within his eleven years, he has supported government, education, and healthcare customers, allowing him to provide adept assistance to any customer utilizing the contract. Pat has also led this contract from a sales perspective since day one.



## Wilson Garcia, Program Manager

**Phone:** 877.898.2997

**Email:** [wilsgar@cdw.com](mailto:wilsgar@cdw.com)

**Organization:** Reports to Amanda Ewertowski, Sr. Program Manager, who reports to Tara Barbieri, Director of Program Sales

**Contract Role and Experience:** Wilson acts as the City's main point of contact for all contract management related aspects of this contract. He assists Account Managers with new member set-up, contract page issues, and assists with Account Manager training. Additionally, he provides the City and National IPA contract reports and Quarterly Business Reviews.

Wilson has acted in a Program Manager capacity with CDW•G since 2005. He utilizes his Masters of Public Administration degree and background in the government sector to continue to provide our customers the level of service and compliance their contracts both need and deserve. Like Pat, Wilson has supported the City's contract since its inception.



## Derrick Graff, Sr. Account Manager

**Phone:** 866.339.7079

**Email:** [derrgra@cdwg.com](mailto:derrgra@cdwg.com)

**Organization:** Reports to Pat O'Brien, Sales Manager

**Contract Role and Experience:** Derrick is the City of Tucson's own dedicated Account Manager. He assists the City with any of your technology procurement needs, whether utilizing your own contract, or not. He promptly responds to orders, acts as a subject matter expert for the City's specific technology needs, and collaborates with manufacturer support to provide you the best-valued solutions.

Derrick has assisted CDW•G's government customers for over five years. Derrick knows the importance of providing knowledgeable insight to his customers, and thus continually focuses on Manufacturer training, acquiring certifications in HP, Cisco, Microsoft, Panasonic, VMware, NetApp, EMC, and Symantec. He combines this knowledge and experience to provide the City a high level of support for your contract.

## City of Peoria Information Technology

**Address:** 8401 W. Monroe St. Peoria, AZ 85345

**Dates of Service:** December 1998 – present

**Summary of Service:** The City of Peoria recently placed a large purchase of Toughbooks through CDW•G on the National IPA Panasonic contract, a contract which we partner with Panasonic. This purchase was a refresh project. The City purchased the same products from CDW•G three years prior and were highly satisfied with both the Panasonic products, and the service they receive from CDW•G.

## Navajo County

**Address:** 100 E Code Talkers Drive South HWY 77 Holbrook, AZ 86025

**Dates of Service:** May 1992 – present

**Summary of Service:** Navajo County is a National IPA member and frequently uses the City's contract for their technology needs.



## **M**ohave County

**Address:** 700 W Beale St Kingman, AZ 86402

**Dates of Service:** September 1993 – present

**Summary of Service:** Mohave County utilizes a number of cooperative contracts, including National IPA. Derrick assists them in determining which of these contracts fits the needs of each project the best.

8. Provide information regarding if your organization ever failed to complete any work awarded.

At the time of submission and to the best of our knowledge, CDW•G has never had a contract terminated for cause.

9. Provide information regarding if your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

Though CDW•G has been involved in litigation none has or is expected to impact our ability to provide products and services on this agreement. We have not filed any bankruptcies. We reorganized with new ownership in August 2007, resulting in transition from a publically traded company to a return to the private sector.

# Tab Eight



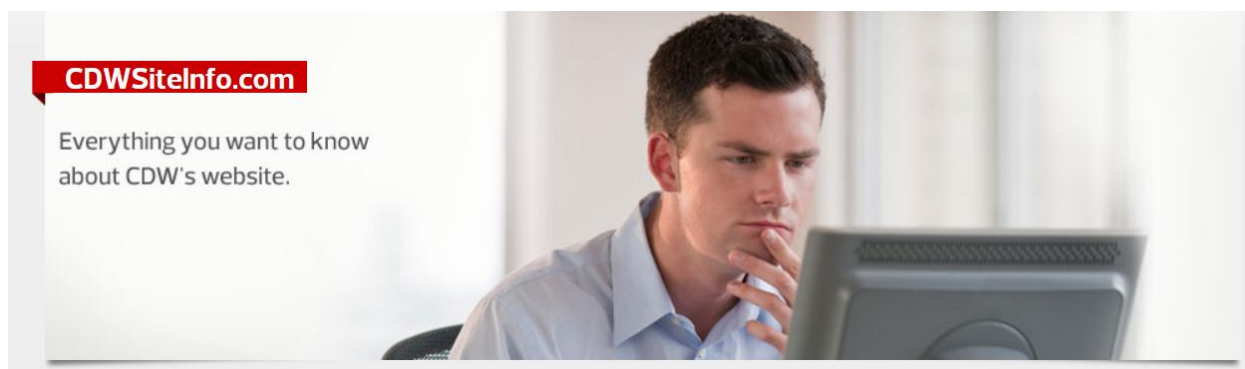
**D. Technology**

## D. Technology

1. Describe your website and the ease-of-use for customers to perform the following types of tasks:
  - a. to search for products
  - b. to find alternate products (if a certain product is not available)
  - c. to perform side-by-side price comparison of products
  - d. to order products
  - e. to order products in advance (i.e., how far in advance of required delivery date can an order be placed?)
  - f. to track order status, to include backordered items
  - g. to determine when an item was received and who received it
  - h. to restrict/block the ordering of certain line items and to restrict/block the ordering of groups
  - i. to create approval paths/levels for orders, to include creating an approval path for restricted items
  - j. to create a “favorites” list or other personalized list of frequently ordered items
  - k. to create a “shared” list for an agency to use
  - l. to obtain online customer service
  - m. to receive online training
  - n. to accept credit card payment (and describe the level of data offered; also describe your security measures for credit card orders)
  - o. to track their budget for purchases
  - p. to generate reports

Each Agency utilizing the contract has their own customized CDWG@work extranet that is available to users 24 hours per day, seven days a week. This value-added tool makes working with CDW•G easy, convenient and efficient. We have been the pioneers in tapping the power of the web – and we continue to develop enhancements based on customer feedback. Our extensive suite of extranet tools is provided to contract users at no additional cost.

We have enabled more interactive information about updates to the website via <http://www.cdwsiteinfo.com/> . In January 2013 we released a CDW•G Specific Site BLOG via <http://www.cdwsiteinfo.com/category/about-our-site/blog/cdw-g/>.



This BLOG includes a site overview as a movie and PDFs describing all the value added features, including:

- Streamline the ordering process
- Facilitate product standardization
- Automate purchase approvals and control rogue purchasing
- Communicate standards to all users

- Maintain customized catalog(s)
- Reduce time spent researching and purchasing IT products
- Maintain consistent pricing across the organization
- Create quotes right from your shopping cart
- Provide up-to-date order and delivery status including backorders
- Track purchases by each subsidiary and affiliate
- Simplify software licensing and ensure compliance that minimizes costly fees
- Track your IT assets across your organization
- Provide flexible reporting capabilities using pivot table technology
- Track up to three years of purchase history
- Upload reports in Excel format
- Access online chat support

Our web capabilities provide an extra level of convenience, customization, and efficiency for all users. Our award-winning e-Procurement tool brings customers:

**Speed** — Customers can research, purchase and track technology easier and faster than ever. CDW•G makes the buying process simple and more efficient. With one click, authorized purchasers can procure the best solutions at the best price from one of the industry's largest inventories of brand-name products. Consolidating purchases through our "one-stop shop" saves customers both time and money.

**Information** — Our extranets provide the industry's most comprehensive suite of e-Procurement tools to gather the breadth and depth of detail to help make the right purchasing decisions. The site puts customers in direct contact with their Account Manager who can personally guide with suggestions and recommendations to help make informed purchase decisions.

**Reporting** — As a rich source of detail on purchase history, license agreements, and asset tracking, CDWG@work lightens the burden of report generation. This customizable extranet is a productivity-enhancing tool, giving the exact detail customers require whenever they need it. As detailed in Question #10 of this section, customers can also download reports into a variety of formats, including Microsoft Excel, CSV and tab-delimited files.

The value-added benefit of a customized extranet is the ability to manage data and information that will enable customers to make more cost-effective decisions. It also reduces the administrative and purchasing costs involved in procurement.

## Extranet Features

We provide specific features of a customized extranet below:

### **Contract Pricing — View Negotiated Contracts in Real-Time, Receive Bids Quickly**

Agencies can view the City's contract pricing, right from their extranet. City of Tucson contract users can view all eligible contract pricing as they shop. Their extranet automatically provides their special pre-qualified pricing and discounts on tens of thousands of products. Authorized users can access contract and/or special pricing in real-time, as the site is constantly updated to reflect the latest status. Buyers from any location can view approved contract pricing to ensure this pricing structure holds true throughout the entire organization.

### Account Team — Access Expert Support with a Personal Touch

CDWG@work allows customers to work directly with your dedicated Account Manager and team of sales support, as well as customer service professionals and certified technicians during every step of the purchasing cycle. CDWG@work displays pictures of the customer's Account Team, view their contact information and check their availability in and out of the office.

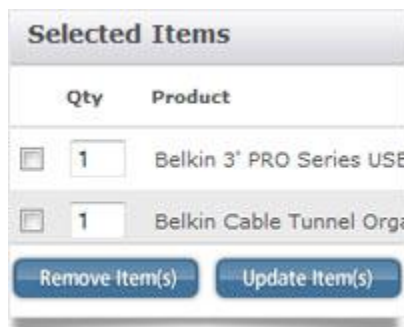
### Online Quotes — Create, Review and Place Orders in Minutes

Purchasers can review quotes online just moments after their Account Manager create it. From here, users can print it, forward it to colleagues or manager for pre-authorization, or convert it to a live order. This feature also lets customers create their own quote right from their shopping cart, in addition to viewing contracts, volume and bid pricing online.

### Company Solutions — Compare and Buy Single or Bundled Products with One Click

This CDWG@work capability enables agencies to customize their extranet home page to show the products and configurations their organization uses, and to streamline standard product orders. They can choose a variety of formats to view products individually, in bundles, by manufacturer or even in side-by-side comparisons. By grouping products into bundles, there is no guesswork when making repeat purchases on your standardized solutions. CDWG@work also allows customers to perform quick product searches and to “comparison shop” by viewing side-by-side, detailed product descriptions before they even place an order. This takes the hassle out of downloading data from multiple manufacturer websites.

### Catalogs and Custom Catalogs – Limit Product Purchase Rights



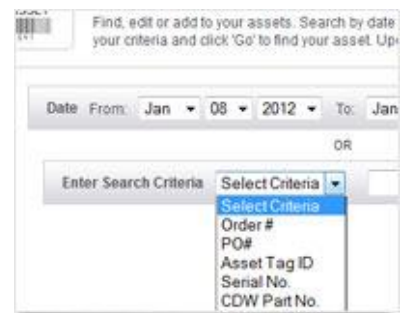
**Compare Products.** Easily compare products to find the best product for your needs.

The catalog feature allows agencies to create customized catalogs. Customized catalogs can be used to limit the purchasing ability of end-users based on: Purchase History, Corporate Solutions, Contract(s), Manufacturer Part Number, the CDW•G EDC, and through the Search function. The same engine and keywords that drive the Search Engine are also available to search for product. This allows purchasers to refine items listed before making them a part of their agency's custom catalog for one or multiple users. These rules can be used to add product to a catalog or exclude items from one as

well. Once applied to a group or PAS workflow, they can really help control the spending habits of end users and help keep IT budgets on only the standard of items approved.

### Asset Management — Follow Asset-Tagged Hardware throughout Agencies

CDWG@work provides an online asset management tool to track asset tagged products. Products are searchable by serial number, order number, date of purchase, product description, warranty length, invoice number, or location. Users can even create their own custom fields and add or enter products purchased from other vendors. This extranet feature also allows customers to modify their records to reflect the transfer of equipment from one location to another, a real plus for customers with multiple locations. Asset Management then lets the user create and download a detailed report of their hardware assets.



**Manage Assets.** Track all your products, even those not purchased at CDW•G

### Account Linking — View, Place and Track Orders from Multiple Addresses

Account Linking lets customers view, place and track orders, including historical purchases across multiple bill-to addresses. A single login gives authorized users a way to efficiently access their order status from across the enterprise to anywhere in the world. This eases the challenge of multiple purchases from disparate locations by centralizing the purchasing process, yet offering the flexibility to place and track orders by address and location.

### My Purchases — Track Order Status and Purchasing History Instantly

Status	Actions
Not yet shipped	<a href="#">Track Order</a>
All items shipped	<a href="#">Track Order</a> <a href="#">View Invoice</a>
All items shipped	<a href="#">Track Order</a> <a href="#">View Invoice</a>
All items shipped	<a href="#">Track Order</a> <a href="#">View Invoice</a>

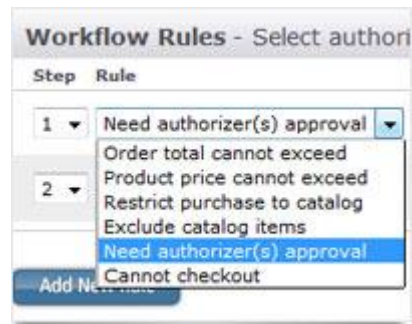
**Track Purchases.** Track order and view invoices conveniently from one location.

This feature offers a full breadth of tools to track order status, purchasing history and financing options. Original invoices can be printed; giving a view into outstanding balances and invoices, credits, adjustments and/or payments. Agencies can download their purchasing history in preferred time increments (such as month-to-date, last six months, prior year, etc.) in any number of formats. The system lets users automatically save this data in spreadsheet or database applications. Authorized users can readily search their order, get a tracking number, check shipping status, and request a Return

Merchandise Authorization (RMA).

### Purchasing Authorization System (PAS) — Streamline Purchasing Approvals

CDWG@work also automates the approval process. PAS enables customers to restrict their employees' purchasing power and to automate required approvals before they place any order. PAS bypasses the laborious step of having a purchasing administrator personally place each order. This process allows for multiple levels of approval, as well as multiple approval systems, which can all function independently for many departments/locations within the procurement process. This system also allows for reporting that is specific to orders which have moved through the requisition process setup through PAS. All reporting is as dynamic and editable as the other tools on their extranet.



**Monitor Purchases.** PSA removes the need for a purchasing admin to personally place each order.

### Product Finders — Easily Find the Right Accessories and Supplies

CDWG@work and CDWG.com now offer Product Finders to make it even easier to find supplies for printers, fax machines, copiers, multi-functions, and other devices. Customers can also search for desktops and notebooks. Product Finders guides to the technology solutions that fit agencies needs and will even help find information for discontinued models. These Finders were designed to ensure compatibility for product categories including cables, desktops, ink and toner, memory, notebooks, power protection, and cases and bags.

2. Describe additional functionality offered by your website. Provide screen shots, a demo “CD”, a demo URL, a manual, etc., or any other format that will aid the City in our evaluation of your website.

The City can review the current contract’s CDW•G Premium Page at [www.cdwg.com/nationalipasolutions](http://www.cdwg.com/nationalipasolutions). When placing an order, agency members log into their own personal CDW•G Extranet to complete the procurement. This account is available twenty-four hours a day, seven days a week. On this site, agencies can compare products, quickly find compatible accessories, and select from a number of shipping options. However, this account offers more than just ordering functions. Agencies can track spend history, manage assets, and create customized reports. If they are in need of customer service assistance, they can reach their account manager, chat with or email a representative, and even place an RMA request. For an Extranet tour, visit <http://www.cdwsiteinfo.com/extranet-video/>.

The Extranet is not the only site we offer helpful tools to our customers, our main page, [cdwg.com](http://www.cdwg.com) has a plethora as well. For a tour of this site’s functionalities, visit <http://www.cdwsiteinfo.com/cdw-site-tour/>.

CDW•G will continue to build new e-Procurement solutions and feature enhancements based on customer feedback. We strive to regularly incorporate new features and capabilities that ease inventory headaches.

3. Describe any national awards and/or other recognition that your website has received.

In May 2012, CDW•G was ranked No. 10 on the list of America’s 500 largest e-retailers by Internet Retailer’s Top 500 Retail Web Sites Guide for the third consecutive year.

4. Describe the hours your website is available? What are your hours of downtime, such as for system maintenance?

CDW•G does not have any scheduled extranet down time. Our website’s availability is above 99.95%. We are constantly imaging and activating revisions while the site is fully operational. CDW•G works to ensure that there is redundancy in place to minimize any risk of downtime for contract purchasers.

We typically inform our customers of scheduled extranet outages 24-48 hours in advance. When these outages must occur, which is not often, we tend to schedule them on weekends when there is the least impact on the customer. In 2012, our site was only down for maintenance Sunday during the week of 4<sup>th</sup> of July and Sunday before Labor Day in September. We are capable of advising customers of any significant change (SSL Certificate Update, Change in IP block being used, major look and feel update) 45 days ahead of the scheduled change. Customers can let their Account team know if they would like to be added to this notification list.

5. Does your website offer real time product availability?

Yes, most manufacturers send us daily Electronic Data Interchange (EDI) downloads with pricing and product availability information. Our channel distributor partners send us daily EDI downloads, which allows us visibility to inventory items and pricing broken down by local or remote facilities. Furthermore, our top three distribution partners provide real time inventory information.

Using a Just-In-Time inventory management system, our purchasing department excels at keeping a one-to four-week supply of products in our distribution centers (depending on current sales volume trends for each product). We scan inventory as it enters the distribution center, as it moves through the fulfillment

process, and before it leaves the centers. This allows us to maintain near perfect inventory accuracy. The system processes and transmits each scan in real-time, providing immediate inventory updates.

6. Does your website offer order size incentives? For example, if an order reaches a certain amount, is there a discount that is offered and, if so, how is that conveyed to the customer?

No, our site does not currently offer order size incentives. However, due to the relationships our Account Managers have with their customers, they are often engaged in large purchases from the onset, and work with our Manufacturer partners to gain further cost savings. In rare instances where an Account Manager not be engaged in the process prior to the order being placed, they review all orders that would potentially fall within this category, and would address the potential savings at that time.

7. Describe the types of email confirmations that your website generates. What events trigger an email going to the customer?

The CDW•G website generates customer email confirmations for events including quote and order confirmations, notification of back orders, as well as shipment notifications. Customers can enroll in paperless billing to receive all invoices via email, and they can schedule an email reminder to order the products frequently used. Additionally, order status information is available 24 hours a day on the customer's CDW•G Extranet.

8. Describe the registration process to set up new customers for your online ordering process. Is self-registration available? If an agency does not want self-registration, are you available to assist in the registration process?

Wilson Garcia, your dedicated Program Manager, adds new members to the contract typically within a week of receiving a new member list from National IPA. Should a new member need immediate access to the contract, CDW•G Account Managers have been trained to request the new member forward them the confirmation they receive from National IPA. The Account Manager then provides this confirmation and the customer's CDW•G account number to Wilson, who immediately adds them to the system for contract access. If the agency does not already have an Extranet account, there are a few short steps for them to create an account. Once the customer creates their account, they simply log on to access the contract. Account Managers provide any registration assistance.

9. Describe if your website can be customized for an agency's specific needs, such as placing our logo on your website, associating an agency blanket purchase order number on all orders, creating a bulletin board or other place to display customized messages, displaying approved configurations, naming certain fields (i.e., user defined fields), etc.

Your Program Manager, Wilson Garcia, works with the City and National IPA to customize the contract site as detailed in this requirement. As detailed previously, the site currently displays the National IPA logo, displays a customized message, highlights appropriate products, and has fields named as specified by the City.

Agencies customized extranet home page will provide authorized users with quick and easy access to the following features:



Quick Cart – Enables users to add items directly to their cart by typing in the CDW part number.

Account Team – Displays the “In/Out” status of your dedicated Account Manager and provides immediate and direct access to your dedicated Account Manager via phone fax and email. Also, provides a link to your entire dedicated Account Team.

News – Provides additional information on extranet tools and enhanced features.

Promotions and Updates - Shows current promotions and updates to technology solutions.

Featured Products – Highlights specific products and solutions.

Recent Orders – Displays information for orders for the past 45 days including order status, purchase date, purchase order number, purchaser, and sub-total.

Contracts – Provides details of pricing contracts for your organization and enables you to download pricing for your contracts.

Bundles – Takes the guesswork out of repeat purchases. Administrators can create custom bundles containing their company’s standardized solutions.

Individual Products – Allows administrators to highlight products for quick and easy access.

Comparison Charts – Helps users to compare the features and prices of multiple products during the shopping process and save those comparisons for future reference.

Links – Lets users maintain easy access to manufacturer websites and other helpful online destinations.

There are links to additional extranet features that are only a click away. These features include:

My Purchases – Offers a full breadth of tools to track order status, purchase history, and financial information.

Security Settings – Enables administrators to restrict users’ access to specific functions.

Asset Management – Enables you to create and download a detailed report of your organization’s hardware assets that have been asset tagged.

Software License Tracker – Simplifies software license management and reduces the risk of non-compliance.

Quotes – Enables you to create your own quote right from your shopping cart, forward it for pre-authorization, and convert it to a live order.

Purchase Authorization – Automates approval process and manages users’ purchasing power.

Custom Catalogs – Displays only products approved for purchase by your organization.

Online Chat – Puts users in direct contact with customer relations, technical support, and e-support team representatives.

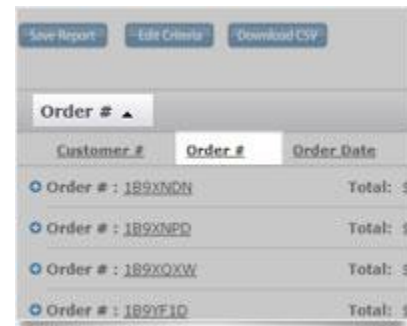
10. Describe the types of online reporting that are available. Is customized reporting available?

CDW•G's reporting capabilities are extremely flexible and comprehensive. CDW•G Extranet provides access to real-time information in a way that is convenient and easy to use. This is one of the most used areas of our site and we made some significant look and feel changes to the reporting sections in December 2012.

The City of Tucson authorized users have access to your extranet 24 hours per day, 7 days per week. Authorized users have the ability to generate a variety of reports via their agency's extranet.

Data fields include, but are not limited to:

- Product name
- Item description
- Part number
- Cost per unit
- Order quantity
- Delivery location
- Date ordered
- Purchase Order#
- Purchased by



Customer #	Order #	Order Date
	Order # : 189XNDN	Total: \$
	Order # : 189XNPD	Total: \$
	Order # : 189XQXV	Total: \$
	Order # : 189YF1D	Total: \$

**User – Friendly Reporting.**

Customers can customize their own reports in their extranet.

Agencies can view standard reports, and create and save custom reports. Reports can also be generated for a variety of timeframes; differentiated by site, division, department, buyer, city, state, product, etc. Users can select from Microsoft Excel, CSV and tab-delimited files for report downloading.

11. Describe your online return process (if available).

In order to return any product to CDW•G, including damaged or defective products, contract users must request a Return Merchandise Authorization (RMA) number.

The most efficient way to request an RMA number is via the customer's CDW•G Extranet. When an RMA request is entered, the system automatically checks several factors to see if the RMA can be automatically approved. If the return meets these factors, the RMA number is emailed directly to the customer. Should the auto-approval criteria not be met, the RMA will route to Customer Relations for processing. The benefit of our automated system is faster turnaround time on most RMA approvals.

Once CDW•G has processed the request, the customer receives an email with the RMA number. The approved RMA number must be clearly noted on the shipping label of each box.

12. Describe any third-party integration that you have successfully implemented. For example, is your website integrated with any third-party procurement, financial, or purchasing/credit card systems?

CDW•G has implemented ecommerce solutions with over five thousand customers on most of the major purchasing platforms (78 identified for customer integrations as of January 2013). We likewise provide level III/tier 3 credit card reporting and provide financial reports (invoices and histories) in different

automated formats for compatibility with financial systems. While our website is compatible with third party e-commerce solutions, the CDW•G is owned and managed in-house without reliance on third party support for our key web systems.

Below are examples of ecommerce methods CDW•G currently supports with our customers:

### **FTP (File Transfer Protocol)**

CDW•G's FTP processing is flexible; we can exchange fixed length, wrapped or unwrapped files, with or without CR/LF. We can also exchange stream files – one continuous stream of data (variable length). Naming conventions for files and the number of files exchanged are flexible.

CDW•G or the customer can host the FTP site. UserID and Password are required to access our FTP site. CDW can delete files that have been retrieved. Partners will be expected to delete files after they are retrieved.

CDW•G uses PGP to encrypt data exchanged FTP. PGP (Pretty Good Privacy) is widely available and uses public-key cryptography to exchange files, with both privacy and authentication, over all kinds of networks. CDW•G can also support FTP using SSH or SSL session encryption.

### **EDIINT-AS1**

This communication method uses the e-mail system to transfer encrypted data over the internet. The partner needs to have an AS1 compliant software package that can encrypt and decrypt EDIINT AS1 data.

### **EDIINT-AS2**

This method uses the internet to exchange data. This communication method uses an HTTP post (language of web sites) to transfer encrypted data over the internet. The partner needs to have an AS2 compliant software package that can encrypt and decrypt EDIINT AS2 data.

### **HTTPS (HyperText Transmission Protocol, Secure)**

This method allows CDW to send and receive data through a Web Server using HTTP/S. HTTP is traditionally used for displaying interactive Web pages, but can also be used as a communication method.

### **VAN (Value Added Network)**

A VAN is the least desirable method due to the fees incurred for this third-party service. CDW•G will be happy to work with you in any capacity to eliminate the use of VANs as a communication method. If necessary, we can establish a secure connection to a VAN and the VAN should exchange in a secure fashion as well.

13. Describe your strategic vision for your website – i.e., Is new functionality expected to be added? If so, describe the functionality and the timeline for implementation. How often is the web redesigned? As technology evolves (for example, new search engines are more robust), does your website evolve, too? Etc.

The CDW•G website is the 10th largest website in the world measured by revenue volume. While we no longer release specific website sales numbers, past numbers indicate that our website is now processing over \$2 billion per year in transactions. Additionally, the website is estimated to assist with another \$4 billion in sales that are finalized on the phone or via purchase order.

The extreme volume and business-critical nature of the CDW•G website means we must focus on usability and uptime at all times. CDW•G employs over 200 in house IT personnel to keep the website accurate and running; their success is reflected in the less than 6 minutes of unplanned downtime last year - an uptime exceeding 99.997%.

Because the website processes such volume, new functionality is constantly in the works but never fully implemented until we have conducted rigorous testing for usability, compatibility and perceived value to our customers. In February 2012 CDW•G rolled out a new look to our website that changed the colors and locations of some of the features, but did not constitute an underlying significant change to the website core or hardware. We made these changes so that the site would be more intuitive, and so that there was more continuity across all the pages/features/tools located on the site. We redesigned our FAQ area and made it interactive via <http://www.cdwg.com/explore> and added PDF and streaming content. We have also added a new Solutions & Services section, which contains streaming content and white papers that cover all the comprehensive categories where our software and hardware solutions pair with best in class support and advanced technology services.

As a world-leading website, the CDW•G site has the functionality to be compatible with our most advanced customer needs, including advanced security, multi-level approvals, asset tracking and others. Our staff of 200 will always be expanding these capabilities as advancements in technology and customer needs dictate.

# Tab Nine



Proposed  
Alternative  
Contract  
Language

# Proposed Alternative Contract Language

CDW•G proposes the following changes and alternative language, which are identical to those found previously acceptable by the City for the current agreement. As requested, our payment address is as follows.

Remit address:  
75 Remittance Drive, Suite #1515  
Chicago, IL 60675-1515

## RFP

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### 2.2 Pricing Commitment

Supplier commits that the Master Agreement pricing is its lowest available (net to buyer) ~~to~~ Public Agencies nationwide and further commits that if a Participating Public Agency ~~is eligible~~ for lower pricing ~~through a national, state, regional or local or cooperative contract, that the~~ Supplier will match such lower pricing to that Participating Public ~~Agency under the Master Agreement.~~

Page 5 of 25,

### 2.3 Sales Commitment

Supplier ~~commits to aggressively market the Master Agreement as its go to market strategy in~~ this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

Pages 6 - 7 of 25,

E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:

- i. Master Agreement was competitively solicited by a Principal Procurement Agency
- ~~ii. Best government pricing~~
- ~~iii.ii. No cost to participate~~
- ~~iv.iii. Non-exclusive contract~~

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### MONTHLY REPORTING & FEES

10. Supplier shall pay National IPA ~~an-a quarterly~~ administrative fee in the amount of \_\_\_% of the total purchase price paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). Supplier shall provide National IPA with an electronic accounting report, in Microsoft Excel, in the format prescribed by National IPA, on a monthly basis summarizing all Contract Sales for such month. A sample of the Contract Sales reporting format is provided as Exhibit D, attached hereto and incorporated herein by reference.

11. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies. National IPA and Principal Procurement Agency reserve the right to audit the accounting for a period of four (4) years from the date National IPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by ~~Principal Procurement Agency or National IPA Supplier~~. Monthly reports and the quarterly administrative fee applicable to each quarter are due within 30 days of the end of each calendar quarter as set forth above. Auditing is solely for the purpose of verifying Supplier's compliance with this Agreement. The audit must be pursuant to a signed Supplier's Confidentiality Agreement. An audit can be done only once a year and no auditing can be done for the same time period more than once. No audit may be conducted for any period which begins more than twelve months prior to the date the audit is requested. Supplier is not required to keep original documents and copies of relevant documents will suffice for the purposes of this provision. The sole right for damages determined by the audit is limited to the actual discrepancies. The audit must be conducted during regular business hours at a mutually agreeable time and upon reasonable advanced notice.

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National IPA or its designee may, at National IPA's sole discretion, compare public agency records with Monthly reports submitted by Supplier. If there is a discrepancy, National IPA will notify the Supplier in writing. Supplier will have 30 days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction. If the Supplier does not so resolve the discrepancy, National IPA shall have the right to engage outside services to conduct an independent audit of Supplier's Monthly reports ~~and Supplier shall be obligated to reimburse National IPA's costs and expenses for such audit at National IPA's expense.~~

## NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY ADMINISTRATION AGREEMENT

### SCOPE OF WORK

~~7. **DEFECTIVE PRODUCT:** All defective products 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. All replacement products must be received by the City within seven (7) days of initial notification. All defective products shall be replaced in accordance with Vendor's then-current return policy which may be modified by Vendor from time to time. To obtain Vendor's current return policy, the City~~

should contact CDW Customer Relations at 866.SVC.4CDW or via email at CustomerRelations@cdw.com. The City must notify CDW Customer Relations of any damaged products within ten (10) days of receipt.

## SPECIAL TERMS AND CONDITIONS

- ~~2. **FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection. If the City provides the Supplier with the City's carrier account number or selects a carrier other than a carrier that regularly ships for the Supplier, title to products and risk of loss or damage during shipment pass from the Supplier to the City upon delivery to the carrier (F.O.B. Origin, freight collect). For all other shipments, title to products and risk of loss or damage during shipment passes from the Supplier to the City upon delivery to the specified destination (F.O.B. Destination, freight prepaid and added). Notwithstanding the foregoing, title to software will remain with the applicable licensor(s) and the City's rights therein are contained in the license agreement between such licensor(s) and the City. A purchase money security interest is retained in the products to secure payment in full. The City authorizes the Supplier to file a financing statement reflecting such security interest and, if requested, the City will record such purchase money security interest on its books~~
5. **FEDERAL, STATE AND LOCAL TAXES, LICENSES AND PERMITS:** The Supplier shall comply with all Federal, and State, ~~and local~~ licenses and permits required for the operation of the business conducted by the Supplier as applicable to this Contract. The Supplier shall, at no expense to the City, National IPA, or other Participating Agencies, procure and keep in force during the entire period of the Agreement all such permits and licenses.

## STANDARD TERMS AND CONDITIONS

2. **AFFIRMATIVE ACTION:** Contractor shall abide by ~~the provisions of the Tucson Procurement Code Chapter 28, Article XII all applicable federal and state laws.~~
8. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any of its rubbish from the premises and all tools, scaffolding, equipment and materials ~~not that are the~~ property of the ~~City~~ Contractor. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike the same condition as before the work began, excepting normal wear and tear.
10. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls ~~that are acceptable to the City~~ for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.



~~**15. EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City. The City's sole rights to the work product, materials and other deliverables to be provided or created (individually or jointly) in connection with the services, including but not limited to, all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis and other information (whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights) or discovered in the course of performance of this Contract that are embodied in such work or materials ("Work Product") will be, upon payment in full, a non-transferable, non-exclusive, royalty-free license to use such Work Product solely for the City's internal use. The City will have no ownership or other property rights thereto, and the City shall have no right to use any such Work Product for any other purpose whatsoever. The City acknowledges that the Contractor may incorporate intellectual property created by third parties into the Work Product ("Third Party Intellectual Property"). The City agrees that its right to use Work Product containing Third Party Intellectual Property may be subject to the rights of third parties and limited by agreements with such third parties~~

~~**19. HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article X~~ all applicable federal and state laws.

~~**20. INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all claims brought by a third party for death or personal injury to a third party, or damage to tangible personal property suffered or incurred by the City allegedly resulting from the grossly negligent or willful misconduct of the Contractor, its employees, agents, contractors, representatives or affiliates. However, notwithstanding the prior sentence, a claim for death or personal injury to a third party or damage to tangible personal property shall not be an indemnified claim if such claim or damage was caused in whole or in part by the actions of the City, its employees, agents, contractors or representatives. Indemnified claims also do not include any damages or liability excluded in this bid. In addition, the Contractor will not be liable, through indemnification or otherwise, for any loss, damage, expense, liability, action, suit or proceeding allegedly arising out of loss or damage to software or the data processed by such software or hardware, or loss of use of hardware. allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees. The obligation of the Contractor to indemnify and hold the City harmless is contingent upon the City providing the Contractor with (i) prompt written notice of and description of each claim, (ii) sole authority to defend or settle any such action, suit or proceeding, and (iii) all reasonable assistance in any such defense.~~

~~**22. INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination. Acceptance occurs on the date that products are delivered subject to Contractor's standard return policy. Contractor offers a thirty (30) day return policy on most of the products that Contractor sells to its customers. Some manufacturer restrictions apply. Please refer Contractor's return policy which is available through your account representative or at [www.cdwg.com](http://www.cdwg.com)~~

~~**24. LICENSES:** Contractor shall maintain in current status all Federal and, State, ~~and local~~ licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.~~

~~**26. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully-substantially comply with all provisions of this Contract. If a tender is made which does not fully-substantially comply, this shall conform to the termination clause set forth within this document.~~

**30. PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. ~~If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.~~

**32. RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to verifying Contractor's compliance with this Contract. Any Contract audits must be pursuant to a signed Contractor's Confidentiality Agreement. An audit can be done only once a year and no auditing can be done for the same time period more than once. No audit may be conducted for any period which begins more than twelve months prior to the date the audit is requested. Contractor is not required to keep original documents and copies of relevant documents will suffice for the purposes of this provision. The sole right for damages determined by the audit is limited to the actual discrepancies. The audit must be conducted during regular business hours at a mutually agreeable time and upon reasonable advanced notice.

~~**34. RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.~~

**40. TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any material term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the reasonable opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the reasonable opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the reasonable opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the reasonable opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

The Contractor shall have thirty (30) days from receipt of notice from the City to cure any default.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

**42. WARRANTIES:** Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

The City understands that the Contractor is not the manufacturer of the products purchased by the City hereunder and the only warranties offered are those of the manufacturer, not the Contractor or its affiliates. In purchasing the products, the City is relying on the manufacturer's specifications only and is not relying on any statements, specifications, photographs or other illustrations representing the products that may be provided by the Contractor or its affiliates. THE CONTRACTOR AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY.

The City expressly waives any claim that it may have against the Contractor or its affiliates based on any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property rights (each a "Claim") with respect to any product and also waives any right to indemnification from the Contractor or its affiliates against any such Claim made against the City by a third party. The City acknowledges that no employee of the Contractor or its affiliates is authorized to make any representation or warranty on behalf of the Contractor or any of its affiliates that is not in this Contract.

In connection with the products, certain services, such as extended warranty service by manufacturers, are sold by the Contractor as a distributor or sales agent ("Third Party Services"). In the case of Third Party Services, the third party will be the party responsible for providing the services to the City and the City will look solely to the third party for any loss, claims or damages arising from or related to the provision of such Third Party Services. The City hereby releases the Contractor and its affiliates from any and all claims arising from or relating to the purchase or provision of any such Third Party Services. Any amounts, including, but not limited to, taxes, associated with Third Party Services which may be collected by the Contractor will be collected solely in the capacity as an independent sales agent.

If in connection with the provision of products, the City desires to have the Contractor provide installation of custom software images, the City will be required to execute an Installation Indemnity Agreement, a form of which is provided at <http://www.cdw.com/forms/indemnity/app.asp>.

UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL THE CONTRACTOR, ITS AFFILIATES OR ITS OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: (A) ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS, EVEN IF THE CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY; (B) ANY CLAIMS, DEMANDS OR ACTIONS AGAINST THE CITY BY ANY THIRD PARTY; (C) ANY LOSS OR CLAIM ARISING OUT OF OR IN CONNECTION WITH THE CITY'S IMPLEMENTATION OF ANY CONCLUSIONS OR RECOMMENDATIONS BY THE CONTRACTOR OR ITS AFFILIATES BASED ON, RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATED TO THE PRODUCTS; OR (D) ANY UNAVAILABILITY OF THE PRODUCT FOR USE OR ANY LOST, DAMAGED OR CORRUPTED DATA OR SOFTWARE. IN THE EVENT OF ANY LIABILITY INCURRED BY THE CONTRACTOR OR ANY OF ITS AFFILIATES, THE ENTIRE LIABILITY OF THE CONTRACTOR AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE LESSER OF: (A) THE DOLLAR AMOUNT PAID BY THE CITY FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM; OR (B) \$50,000.00.

# Tab Ten



## Appendix

## CDW PRODUCT RETURN POLICY

Seller offers a 30-day return policy on most products sold. Manufacturer restrictions apply to certain merchandise, as detailed below and as updated from time to time. Customer may obtain additional details and any applicable updates from the dedicated Seller account manager and may obtain manufacturer contact information by contacting CDW Customer Relations, which may be reached by calling 866.SVC.4CDW or by emailing [returns@cdw.com](mailto:returns@cdw.com).

### **1. Return Restrictions.**

- Defective Product Returns. Customer may return most *defective* Products directly to Seller within fifteen (15) days of invoice date and receive, at Seller's option, credit, replacement, exchange, or repair. After fifteen (15) days, only the manufacturer warranty applies.
- Non-Defective Product Returns. Customer may return most *non-defective* Products directly to Seller within thirty (30) days of invoice date and receive, at Customer's option, credit or exchange, except that an automatic Seller restocking charge will reduce the value of any such credit or exchange by a minimum of fifteen percent (15%).
- Restricted, Repair-Only Returns. Certain Products can only be returned for repair—not for exchange, replacement or credit—based on current manufacturer requirements. Such Products should be returned to Seller, shipped directly to the manufacturer, or taken to an authorized service center in Customer's vicinity. More information may be provided by the dedicated Seller account manager or by CDW Customer Relations.
- Restricted, Manufacturer-Only Assistance. Certain Products cannot be returned to Seller for any reason—without exception—and Customer must contact the manufacturer directly for any needed assistance. More information may be provided by the dedicated Seller account manager or by CDW Customer Relations.
- Special Orders. Products that are specially ordered may be non-returnable or may have unique return restrictions provided at the time of sale. More information may be provided by the dedicated Seller account manager or by CDW Customer Relations.

- Return of Software or DVDs. Seller offers refunds only for unopened, undamaged software and DVD movies that are returned within 30 days of invoice date. Seller offers *only replacement* for software products and DVD movies that either: (i) are defective but are returned *within* thirty (30) days of invoice date; or (ii) are unopened and undamaged, but are returned *more than* 30 days after invoice date; such replaceable merchandise may be exchanged only for the same software or DVD movie title. Multiple software licenses may be returned for refund or exchange *only* (i) if specifically authorized in advance by the manufacturer; *and* (ii) if returned *within* thirty (30) days of invoice date.

## **2. Customer Shipment of Returned Merchandise.**

- Return Merchandise Authorization (RMA) Number. No returns of any type will be accepted by Seller unless accompanied by a unique RMA number, which Customer may obtain by providing the following information to CDW Customer Relations: customer name, applicable invoice number, product serial number, and details of Customer's issue with the product. Customer has five (5) days to return a Product after the applicable RMA is issued. CDW reserves the right to refuse any UNAUTHORIZED returns: those that occur after the five (5) day period or those involving Products that are unaccompanied by valid RMA's.
- Returned Products Must Be Complete. All Products *MUST BE* returned one hundred percent (100%) complete, including all original boxes, packing materials, manuals, blank warranty cards, and other accessories provided by the manufacturer. CDW reserves the right to refuse the return of incomplete Products. In addition, CDW will charge a minimum fifteen percent (15%) restocking fee for returns that are accepted.
- Responsibility for Shipping Costs. Customer is responsible for the cost of shipping returned items; Seller is responsible for the cost of shipping replacements or exchanges of returned items and will match Customer's shipping method.
- Customer Shipping Insurance. Customer is strongly advised to purchase full insurance to cover loss and damage in transit for shipments of returned items and to use a carrier and shipping method that provide proof of delivery. Seller is not responsible for loss during such shipment.

### **3. Merchandise Damaged in Transit.**

- Refusal/Receipt of Damaged Products. If a package containing items purchased from Seller arrives at Customer's address *DAMAGED*, Customer should *REFUSE* to accept delivery from the carrier. If Customer *does* accept delivery of such a package, Customer must: (i) note the damage on the carrier's delivery record so that Seller may file a claim; (ii) save, as is, the merchandise *AND* the original box and packaging it arrived in; and (iii) promptly notify Seller either by calling CDW Customer Relations or by contacting the Seller account manager to arrange for carrier's inspection and pickup of the damaged merchandise. If Customer does not so note the damage and save the received merchandise and does not so notify Seller within fifteen (15) days of delivery acceptance, Customer will be deemed to have accepted the merchandise as if it had arrived undamaged, and Seller's regular return policy, as described in sections 1 and 2 above, and all current manufacturer warranties and restrictions will apply.

### **4. Credits**

Any credit issued by Seller to Customer under this return policy must be used within two (2) years from the date that the credit was issued and may only be used for future purchases of Product and/or Services. Any credit or portion thereof not used within the two (2) year period will automatically expire.

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
CDW GOVERNMENT, LLC**

**EXHIBIT B  
Scope of Work**

**PROJECT**

City will purchase hardware, software, and services on an as needed basis.



**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
CDW GOVERNMENT, LLC**

**EXHIBIT C**

**METHOD AND AMOUNT OF COMPENSATION**

A quote must be provided with each order.

**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 \$680,000 for the entire term of the Agreement.

**DETAILED PROJECT COMPENSATION**

Software, Hardware and Service to be purchased on an as needed basis per Price Proposal.

## B. Price Proposal

1. Provide price proposal as requested on the Price Page attached herein. In addition to indicating your proposed discounts on the Price Page, you must also apply those discounts to the sample items in the Sample Items List in Attachment A.

CDW•G offers an additional 2% discount beyond the applicable category discounts for all HP products.

ITEM NO.	PRICING GROUP	DISCOUNT OFF VERIFIABLE PRICE INDEX
<b>Group 1 Systems</b>		
1.	Desktops	2.00%
2.	Notebooks	2.00%
3.	Tablets	2.25%
4.	Servers (1 Processor, 2, Processor, 4+Processor, Blade, Tower, Unix, Handhelds, etc.)	2.25%
<b>Group 2 Input Devices</b>		
5.	Keyboards	3.50%
6.	Mice	3.50%
7.	Imaging Scanners	4.50%
8.	POS Scanners	4.50%
9.	Pointing Devices	3.50%
10.	Bar Code Readers	3.50%
11.	Audio Input	3.50%
12.	Input Adapters	3.50%
13.	PC and Network Cameras	3.75%
14.	Input Cables	8.00%
15.	Input Accessories	3.50%
<b>Group 3 Output Devices</b>		
16.	Displays	3.25%
17.	Printers	3.50%
18.	Inkjet Printers	3.50%
19.	Inkjet Photo Printers	3.50%
20.	Laser Printers	2.25%
21.	Label Printers	3.50%
22.	Dot Matrix Printers	2.25%
23.	Multi-Function Printers	2.25%
24.	Wide Format Printers	2.25%
25.	Multi-Function Inkjet Printers	2.25%
26.	Wide Format Printers	2.25%
27.	Fax Machine Printers	2.25%
28.	Printer Accessories	3.75%
29.	Projectors	3.25%
30.	Projector Accessories	3.25%
31.	Audio Input	2.25%
32.	Video Cards	2.25%
33.	Sound Cards	2.25%
34.	Output Accessories	2.25%
35.	Printer Consumables	2.25%

**Group 4 Memory**

36.	Desktop	5.00%
37.	Flash	4.25%
38.	Networking	4.25%
39.	Notebook	5.00%
40.	Printer/Fax	4.25%
41.	Server	4.25%

**Group 5 Storage Devices**

42.	Adapters Fibre Channel	3.50%
43.	Adapters FireWire/USB	3.50%
44.	Adapters IDE/ATA/SATA	3.50%
45.	Adapters RAID	3.50%
46.	Adapters SCSI	3.50%
47.	Bridges & Routers	3.50%
48.	Disk Arrays	3.50%
49.	Disk Arrays JBOD	3.50%
50.	Drives Magneto-Optical	3.50%
51.	Drives Removable Disk	2.75%
52.	Fiber Channel Switches	3.50%
53.	Hard Disks External	2.75%
54.	Hard Disks Fibre Channel	3.50%
55.	Hard Disks IDE/ATA/S	2.75%
56.	Hard Disks Notebook	2.75%
57.	Hard Disks SCSI	2.75%
58.	Networking Accessories	2.75%
59.	Optical Drives CD-RO	2.75%
60.	Optical Drives CD-RW	2.75%
61.	Optical Drives DVD/C	2.75%
62.	Optical Drives DVD-R	2.75%
63.	Storage Accessories	2.75%
64.	Storage NAS	3.50%
65.	Storage SAN	3.50%
66.	Tape Autoloaders AIT	3.50%
67.	Tape Autoloaders DAT	3.50%
68.	Tape Autoloaders DLT	3.50%
69.	Tape Autoloaders LTO	3.50%
70.	Tape Drives 4mm	3.50%
71.	Tape Drives 8mm/VXA	3.50%
72.	Tape Drives AIT	3.50%
73.	Tape Drives DAT	3.50%
74.	Tape Drives DLT	3.50%
75.	Tape Drives LTO/Ultrium	3.50%
76.	Tape Drives SDLT	3.50%
77.	Tape Drives Travan	3.50%

ITEM NO.	PRICING GROUP	DISCOUNT OFF VERIFIABLE PRICE INDEX
<b>Group 6 Network Equipment</b>		
78.	10/100 Hubs & Switch	2.75%
79.	Bridges and Routers	2.75%
80.	Gigabit Hubs & Switches	2.75%
81.	Concentrators and Multiplexers	2.75%
82.	Hardware Firewalls	2.75%
83.	Intrusion Detection	2.75%
84.	KVM	2.25%
85.	Modems	2.75%
86.	Network Test Equipment	2.75%
87.	Network Adapters	2.75%
88.	Network Cables	8.00%
89.	Network Accessories	2.75%
90.	Repeaters and Transceivers	3.25%
91.	Wireless LAN Accessories	2.75%
92.	Token Authentication	15.00%
93.	10G Fiber Optic Transceivers	3.25%
94.	1G Fiber Optic Transceivers	3.25%
<b>Group 7 Software</b>		
95.	Licensing Packages (i.e., Microsoft Open Value, Microsoft EES)	3.25%
96.	Licensing Backup	3.25%
97.	Licensing Barcode/OC	3.25%
98.	Licensing Business Application	3.25%
99.	Licensing CAD/CAM	3.25%
100.	Licensing Cloning	3.25%
101.	Licensing Computer Services	3.25%
102.	Licensing Database	3.25%
103.	Licensing Development	3.25%
104.	Licensing Entertainment	3.25%
105.	Licensing Financial	3.25%
106.	Licensing Flow Chart	3.25%
107.	Licensing Graphic Design	3.25%
108.	Licensing Handheld	3.25%
109.	Licensing Network OS	3.25%
110.	Licensing OS	3.25%
111.	Licensing Personal Organization	3.25%
112.	Licensing Presentation	3.25%
113.	Licensing Reference	3.25%
114.	Licensing Report Analysis	3.25%
115.	Licensing Spreadsheet	3.25%
116.	Licensing Utilities	3.25%
117.	Licensing Warranties	3.25%
118.	Licensing Web Development	3.25%
119.	Licensing Word Processing	3.25%
120.	Software Backup	3.25%
121.	Software Barcode/OCR	3.25%
122.	Software Business Application	3.25%
123.	Software CAD/CAM	3.25%
124.	Software Cloning	3.25%
125.	Software Computer Services	3.25%
126.	Software Database	3.25%

ITEM NO.	PRICING GROUP	DISCOUNT OFF VERIFIABLE PRICE INDEX
<b>Group 7 Software Continued</b>		
127.	Software Development	3.25%
128.	Software Entertainment	3.25%
129.	Software Financial	3.25%
130.	Software Flow Chart	3.25%
131.	Software Graphic Design	3.25%
132.	Software Handheld	3.25%
133.	Software OS	3.25%
134.	Software Personal Organization	3.25%
135.	Software Presentation	3.25%
136.	Software Reference	3.25%
137.	Software Report Analysis	3.25%
138.	Software Spreadsheet	3.25%
139.	Software Utilities	3.25%
140.	Software Warranties	3.25%
141.	Software Web Development	3.25%
142.	Software Word Processing	3.25%
<b>Group 8 Media Supplies</b>		3.75%
143.	Media 4mm Tape	3.75%
144.	Media AIT Tape	3.75%
145.	Media DAT Tape	3.75%
146.	Media DLT Tape	3.75%
147.	Media LTO/Ultrium Tape Drive	3.75%
148.	Media Magneto-Optical	3.75%
149.	Media Optical	3.75%
150.	Media SLR Tape	3.75%
151.	Media Travan Tape	3.75%
152.	Media VXA Tape	3.75%
153.	Media Zip	3.75%
<b>Group 9 Collaboration and IP Telephony</b>		
154.	IP Phones	2.75%
155.	Video Conferencing products	2.75%
156.	Voice Gateways/Servers	2.75%
157.	Headsets	2.75%
158.	Audio conferencing products	2.75%
159.	Analog phones	2.75%
160.	accessories	2.75%
<b>Group 10 Other</b>		
161.	Advanced Integration	2.00%
162.	Asset Disposal	2.00%
163.	Asset Management	5.00%
164.	Cables	8.00%
165.	Cables Custom	8.00%
166.	Cables Printer	8.00%
167.	Complex Warranties	2.00%
168.	Desktop Accessories	5.00%
169.	Display Accessories	3.25%
170.	Electronic Services	N/A%
171.	Handheld Accessories	5.00%
172.	Imaging Accessories	3.75%

ITEM NO.	PRICING GROUP	DISCOUNT OFF VERIFIABLE PRICE INDEX
<b>Group 10 Other continued</b>		
173.	Imaging Camcorders	3.75%
174.	Imaging Digital Cameras	3.75%
175.	Internal Lab Service	N/A%
176.	Lab Fees	2.00%
177.	Managed Services	2.00%
178.	Miscellaneous Solutions	N/A%
179.	Mounting hardware for vehicles	4.00%
180.	Networking Warranties	2.00%
181.	Notebook Accessories	4.00%
182.	Notebook Batteries	3.75%
183.	PC Lab Order Services	N/A%
184.	POS Accessories	3.50%
185.	POS Displays	3.25%
186.	Power Accessories	2.25%
187.	Power Surge Protection	4.00%
188.	Power UPS	2.25%
189.	Server Accessories	2.25%
190.	Service charge	N/A%
191.	System Components	4.25%
192.	Training Courses	2.00%
193.	Training Reference Manuals	2.00%
194.	Warranties Electronic	2.00%

**Group 10 Additional Proposed Categories**

202	iPad/Tablet Stylus	5.000%
203	Mouse/Wrist Pads	5.000%
204	Security Locks and Hardware	20.000%
205	Tools	5.000%
206	Document Scanner Accessories	3.750%
207	Flatbed Scanners	3.750%
208	Mobile Scanners	3.750%
209	Network Scanners	3.750%
210	Sheetfed Scanners	3.750%
211	Wide Format Scanners	3.750%
212	Workgroup/Departmental Scanner	4.500%
213	Build to Order Desktops	2.250%
214	Nettop	2.250%
215	Point of Sale	2.250%
216	Ultra Small Form Factor	2.250%
217	Apple Mac Memory Upgrades	4.250%
218	Chips/SIMMs/SIPPs/ROMs	4.250%
219	Computer Cases	4.250%
220	CPUs/Fans	4.250%
221	Memory Accessories	4.250%
222	Motherboards/Chassis	2.750%
223	1-2 Port Serial Boards	2.750%

224	3+ Port Serial Boards	2.750%
225	Console Server	2.750%
226	Device Server	4.000%
227	Terminal Servers	2.750%
228	Content Management	2.750%
229	Firewall/VPN Appliances	2.750%
230	Multifunction Security Applian	2.750%
231	Network Camera Accessories	2.750%
232	Network Cameras	2.750%
233	Physical/Environment Security	2.750%
234	Security Appliance Accessories	15.000%
235	Security Tokens	2.750%
236	Unified Threat Management	2.750%
237	2-Way Radios/Walkie Talkies	3.500%
238	Apple Notebooks	2.250%
239	Convertible PCs/Slate PCs/iPAD	2.250%
240	iPAD	2.000%
241	Slate Tablet Computers	2.000%
242	GPS/PDA	4.250%
243	Wireless Communication Devices	3.000%
244	Batteries	3.750%
245	Power Supplies/Adapters	2.250%
246	Rackmounting Equipment	2.250%
247	Remote Power Management	2.250%
248	Surge Suppressors	4.000%
249	UPS/Battery Backup	2.250%
250	14" & Smaller LCD Display	3.250%
251	15-19" LCD Display	3.250%
252	15-19" Wide LCD Display	3.250%
253	15-19" Wide LED Display	3.250%
254	20-30" LCD Display	6.000%
255	20-30" Wide LCD Display	3.500%
256	20-30" Wide LED Display	3.250%
257	PCoIP and Zero Client Displays	3.250%
258	Arm Mounts	3.250%
259	Ceiling Mounts	3.250%
260	Combo Mounts	3.250%
261	Desktop Stands/Risers	3.250%
262	Flat Wall Mounts	3.250%
263	Mount Accessories	3.250%
264	Pole Display	3.250%
265	Stands/Carts/Feet	3.500%
266	Tilt Wall Mounts	3.250%

**Group 11 Services – Offerors may offer a discount off list price or an hourly rate. Pricing may vary by manufacturer and by region of the country. Offerors should indicate any manufacturer and regional variances.**

195.	Design and Analysis		%
196.	Configuration		%
197.	Implementation	Please see below for our services offering	%
198.	Installation		%
199.	Training		%
200.	Maintenance and Support		%
201.	Additional Services Offered		%
	(On a separate page list the additional services offered and their applicable discount)		



**Additional Services**

<b>Service</b>	<b>Standard Rate</b>	<b>Discount from Standard Rate</b>
<b>Converged Infrastructure Services Rates</b>		
<b><u>UCCe, Telepresence, Video, Webex Services Rates</u></b>		
Project Manager	\$ 185.00	1%
Architect	\$ 250.00	1%
Senior Consultant	\$ 225.00	1%
Consultant	\$ 200.00	1%
<b>UCCx, UC, Unity, CME Services Rates</b>		
Project Manager	\$ 185.00	1%
Architect	\$ 225.00	1%
Senior Consultant	\$ 200.00	1%
Consultant	\$ 175.00	1%
<b><u>Wireless, DLP, Physical Security Services Rates</u></b>		
Project Manager	\$ 185.00	1%
Architect	\$ 225.00	1%
Senior Consultant	\$ 200.00	1%
Consultant	\$ 175.00	1%
<b><u>R/S, UCS, Nexus, Security Services Rates</u></b>		
Project Manager	\$ 185.00	1%
Architect	\$ 225.00	1%
Senior Consultant	\$ 200.00	1%
Consultant	\$ 175.00	1%
<b><u>Cross Practice Services Rates</u></b>		
Program Manager	\$ 225.00	1%
Technical Writer	\$ 75.00	1%
Trainer	\$ 175.00	1%
Associate	\$ 160.00	1%
Travel Rate	Hourly Uplift \$ 35.00	1%
<b><u>MS Unified Communications Services Rates</u></b>		
Project Manager	\$ 185.00	1%
Architect	\$ 200.00	1%
Senior Consultant	\$ 185.00	1%
Consultant	\$ 175.00	1%
<b><u>MS Information Worker Services Rates</u></b>		
Project Manager	\$ 185.00	1%
Architect	\$ 195.00	1%
Senior Consultant	\$ 185.00	1%
Consultant	\$ 175.00	1%
<b><u>MS Server and Security Services Rates</u></b>		
Project Manager	\$ 185.00	1%
Architect	\$ 200.00	1%

Senior Consultant	\$ 180.00	1%
Consultant	\$ 165.00	1%
<b><u>MS Monitoring and Management Services Rates</u></b>		
Project Manager	\$ 185.00	1%
Architect	\$ 200.00	1%
Senior Consultant	\$ 180.00	1%
Consultant	\$ 165.00	1%
<b><u>Citrix/VMware Services Rates</u></b>		
Project Manager	\$ 185.00	1%
Architect	\$ 225.00	1%
Senior Consultant	\$ 200.00	1%
Consultant	\$ 180.00	1%
<b><u>NetApp/EMC Services Rates</u></b>		
Project Manager	\$ 185.00	1%
Architect	\$ 250.00	1%
Senior Consultant	\$ 225.00	1%
Consultant	\$ 200.00	1%
<b><u>IBM I, P, Z, TSM Service Rates</u></b>		
Project Manager	\$ 185.00	1%
Architect	\$ 250.00	1%
Senior Consultant	\$ 225.00	1%
Consultant	\$ 200.00	1%
<b><u>Lotus/WebSphere Services Rates</u></b>		
Project Manager	\$ 185.00	1%
Architect	\$ 190.00	1%
Senior Consultant	\$ 180.00	1%
Consultant	\$ 165.00	1%
Other Manufacturer Solutions		
Project Manager	\$ 225.00	1%
Architect	\$ 250.00	1%
Senior Consultant	\$ 225.00	1%
Consultant	\$ 175.00	1%



## Legislation Description

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**File #: 16-469, Version: 1**

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**AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH VERTECH INDUSTRIAL SYSTEMS, LLC, AND APPROVE THE EXPENDITURE OF FUNDS FOR ON-CALL INSTRUMENTATION AND CONTROL DESIGN AND PROGRAMMING SERVICES FOR THE SUPERVISORY CONTROL AND DATA ACQUISITION SYSTEM**

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

### **Purpose and Recommended Action**

This is a request for City Council to authorize the City Manager to enter into a linking agreement with Vertech Industrial Systems, LLC, (Vertech) for on-call instrumentation and control design, and programming services for the Supervisory Control and Data Acquisition System (SCADA) and approve the expenditure of funds in an amount not to exceed \$150,000 for the initial term; and authorize the City Manager, at his discretion, to extend the agreement for one additional one-year term, in an amount not to exceed \$300,000 for the entire term of the agreement. This cooperative purchase is available through an agreement between the City of Peoria and Vertech, contract ACON27513, and can be extended through July 31, 2018.

### **Background**

Water Services SCADA system provides real-time data of operational performance to monitor and evaluate the operation of the water treatment plants, wastewater reclamation facilities, and remote sites for both the water distribution and wastewater collection systems. The complexity of these systems requires that internal and external resources be maintained that can quickly and effectively respond to any issues.

### **Analysis**

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

On July 3, 2013, the City of Peoria awarded Contract No. ACON27513 to Vertech for on-call instrumentation and control design, and programming services. The contract expires on July 31, 2017 with one additional one-year renewal option. Materials Management has reviewed and approved the utilization of the cooperative purchasing agreement from Peoria for the defined services, and concurs it is in the best interest of the city.

### **Previous Related Council Action**

On November 24, 2014, Council approved the linking agreement with Vertech and expenditure of funds for on-call instrumentation and control design, and programming services.

**Community Benefit/Public Involvement**

The SCADA system ensures system integrity and security to aid staff in the production and delivery of high-quality water services to residents and businesses in Glendale. Process control systems are an essential component of the water and wastewater infrastructure.

**Budget and Financial Impacts**

Funding is available in the Fiscal Year 2016-17 Water Services operating budget. Annual budget appropriation thereafter is contingent upon council approval.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$150,000</b>	<b>2360-17160-518200, Arrowhead Reclamation Plant</b>
	<b>2360-17170-518200, West Area Plant</b>
	<b>2360-17120-518200, Information Management</b>
	<b>2400-17240-518200, Central System Control</b>
	<b>2400-17250-518200, Pyramid Peak Plant</b>
	<b>2400-17260-518200, Cholla Treatment Plant</b>
	<b>2400-17310-518200, Oasis Surface WTP</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  
VERTECH INDUSTRIAL SYSTEMS, 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 Vertech Industrial Systems, LLC, a Arizona limited liability company ("Contractor"), collectively, the "Parties."

**RECITALS**

- A. On July 3, 2013, under the S.A.V.E. Cooperative Purchasing Agreement, the City of Peoria entered into a contract with Contractor to purchase the goods and services described in the Instrumentation and Control Design and Programming Services Contract ACON27513 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

**AGREEMENT**

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

- 1. **Term of Agreement.** The City is purchasing the supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement purchases can be made by governmental entities from the date of award, which was July 3, 2013, until the date the contract expires on July 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 be extended beyond July 31, 2018. The initial period of this Agreement, therefore, is the period

from the Effective Date of this Agreement until July 31, 2017. The City Manager or designee, however, may renew the term of this Agreement for one (1) one-year periods until the Cooperative Purchasing Agreement expires on July 31, 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 renewal.

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

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

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed one hundred fifty thousand dollars (\$150,000) annually or three hundred thousand dollars (\$300,000) for the entire term of the Agreement (initial term plus any renewals).

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

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

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

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

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

9. 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

Vertech Industrial Systems, LLC  
c/o Michelle Hammer  
4409 E Baseline Rd, #127  
Phoenix, AZ 85042

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

Vertech Industrial Systems, LLC,  
an Arizona limited liability company

By:

\_\_\_\_\_  
Kevin R. Phelps  
City Manager

By:

Titus Crabb  
Name: Titus Crabb  
Title: President

ATTEST:

\_\_\_\_\_  
Julie K. Bower (SEAL)  
City Clerk

APPROVED AS TO FORM:

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

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
VERTECH INDUSTRIAL SYSTEMS, LLC**

**EXHIBIT A**

Instrumentation and Control Design and Programming Services Contract ACON27513





**City of Peoria, Arizona  
Notice of Request for Proposal  
for Professional Services**



Request for Proposal No: **P13-0071** Proposal Due Date: **May 13, 2013**  
 Services: **Instrumentation and Control Design and Programming Services** Proposal Time: **5:00 P.M. AZ Time**  
 Project No: \_\_\_\_\_ Purchasing Agent: **Jennifer Miller**  
 Location: **City of Peoria, Materials Management** Phone: **(623) 773-7115**  
 Mailing Address: **9875 N. 85<sup>th</sup> Avenue, 2<sup>nd</sup> Floor, Peoria, AZ 85345**

In accordance with City of Peoria Procurement Code, competitive sealed proposals for the services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Proposals shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late proposals will not be considered, except as provided in the City of Peoria Procurement Code. **Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope.** All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the **entire** Request for Proposal Package.

**OFFER**

To the City of Peoria: The undersigned, on behalf of the entity, firm, company, partnership, or other legal entity listed below, offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with Paragraph 1 of the **City of Peoria Standard Terms and Conditions** (form COP 202) contained in the Request for Proposal package issued by the City.

For clarification of this offer contact:

Telephone: **480-756-2200** Fax: **877-387-0277**

Name: Michelle Hammer  
Vertech Industrial Systems, LLC  
 Company Name

Email: mhammer@vertch.com  
  
 Authorized Signature for Offer

4409 E Baseline Rd., #127  
 Address  
Phoenix AZ 85042  
 City State Zip Code

Michelle Hammer  
 Printed Name  
Account Executive  
 Title

**ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)**

Your offer is accepted by the City, subject to approval of each written exception that your proposal contained. The contract consists of the following documents: 1.) Request for Proposal issued by the City; 2.) Your offer in Response to the City's Request for Proposal; and 3.) This written acceptance and contract award.

As the awarded professional service provider, you are now legally bound to provide the services listed by the attached award notice, based on the solicitation of proposals, including all terms, conditions, specifications, amendments and your offer as now accepted by the City. The professional service provider shall not commence any billable work or provide any services under this contract until the professional service provider receives an executed Purchase Order or a Notice to Proceed.

Attested by: Rhonda Geriminsky  
 Rhonda Geriminsky, City Clerk

City of Peoria, Arizona. Effective Date: July 3, 2013

Approved as to form: Stephen M. Kemp  
 Stephen M. Kemp, City Attorney



CC: \_\_\_\_\_  
 Contract Number: ACON 27513  
 Official File: \_\_\_\_\_

Contract Awarded Date: July 2, 2013  
Dan Zenko  
 Dan Zenko, Materials Manager

**A CON 27513**



**Scheduled Services**

Control system consulting or repair services scheduled more than one week in advance are considered scheduled services.

**High Priority Services**

For High Priority services, if control system consulting or repair services are required with less than one week advance notice, a minimum 48 hour notice is required.

**Emergency Services**

Occasionally circumstances such as plant outages or equipment failures require a rapid response. For emergency services, a minimum four (4) hour notice is required.

**High Priority and Emergency Rates**

The rates presented below are for scheduled services. For High Priority and Emergency services, clients may be invoiced at overtime rates at Vertech's sole discretion.

**Engineering / Programming:**

Type	Rate*	Example
Programmer 3	\$130.00/hour	John Wolnisty, Steven Gontarz (Category 3)
Programmer 2	\$120.00/hour	John James, Kris Grindstaff (Category 2)
Programmer 1	\$110.00/hour	Jesse Wilson, Chad Charman (Category 1)

**Technicians, Level 1, 2, 3:**

Type	Rate*
Level 3	\$90.00/hour
Level 2	\$75.00/hour
Level 1	\$65.00/hour

**Travel and Expenses**

Travel time is charged from the time our personnel leave the office to the time they arrive on the job site. Travel time is billed at half the applicable rate as defined above. Travel expenses are charged as follows:

Cost	Charge
Mileage	GSA Mileage
Materials	Cost plus 20%

\* Overtime will be invoiced at 1 ½ times the standard rate on any time accrued over 40 hours per week.



4409 East Baseline Road, Suite 127  
Phoenix, AZ 85042  
480-756-2300 | 877-387-0277 FAX

Ms. Jennifer Miller  
**CITY OF PEORIA**  
9875 N. 85<sup>th</sup> Avenue, 2<sup>nd</sup> Floor  
Peoria, AZ 85345

RE: **RFP P13-0071**  
**Instrumentation and Control Design and Programming Services**

Dear Ms. Miller:

This proposal pertains to the **Instrumentation and Control Design and Programming Services, RFP P13-0071**. We are in integration firm that specializes in these services. We are interested and qualified to provide these services for the City of Peoria, Arizona.

On following pages, I will provide more detail on our unique qualifications:

- ⇒ A comprehensive software and project approach with a proven record of success
- ⇒ A strong record of client satisfaction and superior service
- ⇒ Our SCADA software standards development experience and certifications
- ⇒ In depth knowledge of PLC programming software
- ⇒ A reliable system in place for emergency coverage: 24 hours a day, 7 days a week, 365 days of the year

Thank you for this opportunity. I look forward to meeting with you discuss why Vertech is your best choice for **Instrumentation and Control Design and Programming Services**.

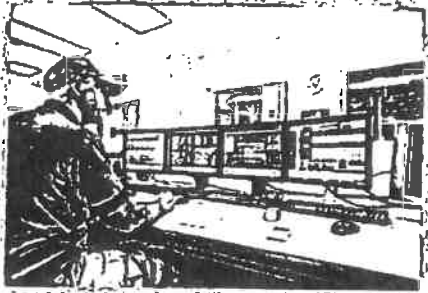
Sincerely,

A handwritten signature in black ink, appearing to read "Michelle Hammer".

Michelle Hammer  
Executive Account Manager



**GENERAL FIRM INFORMATION**



Vertech is an Industrial Control Systems Integration Firm providing complete control system solutions for water/wastewater, airport baggage handling, and mining industries. Our team is highly skilled and specializes in these business segments enabling us to provide a more efficient and comprehensive control system strategy. This specialization has made us an industry leader with a proven track record of outstanding customer satisfaction.

Vertech is based in Phoenix and has been in Arizona for over nine years. Vertech's staff of 36 employees provides comprehensive **engineering** services that include electrical, instrumentation and control design, start up and commissioning services, project specifications, radio surveys, and control panel design. Our **programming** services provided include SCADA, PLC, .NET and SQL programming. Our **technical services** include UL508a panel building, instrument calibration and system troubleshooting and service. As you will see, we've assembled a talented staff of engineers - positioning us as one of the largest and most accomplished integration firms based in Phoenix.

We provide comprehensive technical solutions regarding all aspects of automation. We are dedicated to designing and programming to current industry standards and provide fully accessible programs. As you will see on the following pages, Vertech has a strong focus in the Water and Wastewater industry. **Our ultimate goal is client satisfaction!**

**Credentials:**

- Arizona Board of Technical Registration #: 15925-0
- UL508a Certification #: E311222
- L-11 AZ ROC#: 275795
- CSIA Certified: Since September, 2011

CSIA certification requires an independent, third-party audit of members on 76 criteria covering all aspects of business performance, including general management, financial management, project management, quality management, supporting systems, human resources and more. At Vertech, we've put the standards and procedures in place to give you quality, performance, and long-term support for your automation systems.





**Legal Organization of Vertech:**

Vertech Industrial Systems is a Limited Liability Corporation, LLC. The owners are Titus Crabb and Robert Morris – each owning 50% of the company. Titus Crabb is the President and Robert Morris is the Vice President.

Any questions regarding this proposal can be directed to:

**Michelle Hammer**  
Executive Account Manager  
mhammer@verttech.com  
480-231-9062

**Offer Form:**

The form is attached, along with Addenda 1 acknowledgement in the Appendix.

**1) TECHNICAL PROPOSAL CONTENT**

**a. PROJECT UNDERSTANDING AND PROJECT APPROACH**

**i. Understanding of scope of work (1 page)**

Vertech is well-equipped to provide **On-Call Instrumentation and Control Design and Programming Services** for Water and Wastewater Engineering relating to Electrical and Control Systems. We have the depth, capacity, and technical expertise of personnel required to provide outstanding support for many years to come. The water/wastewater industry is one of our specialties – we understand the processes involved and how the controls relate to these processes. Vertech is capable of providing instrumentation and control design, including P&ID's as well as control system and equipment specifications. Vertech can design and program SCADA systems, perform PLC programming, and design, test and troubleshoot radio telemetry systems. Vertech can assist IT in network configuration as it relates to SCADA perform all levels of Electrical Design, troubleshooting and testing, and provide emergency callout services.

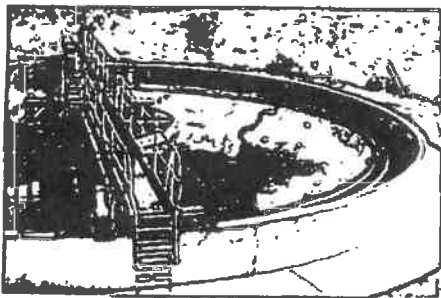
Non-critical support services are scheduled and tended to on an as-needed basis. These services may include new programming projects, code rework, or specification writing. These will be scheduled, and will include a kickoff meeting with the Project Manager and key technical staff. The project manager will provide scheduled (weekly, bi-weekly, or monthly) communication updates, as well as strict schedule and budget management.



In addition, Vertech is experienced providing 24-hour SCADA support, and has been doing so since opening in 2004. The proposed key staff and backup engineers are fully capable and qualified to provide not only design services – but also to get your system up and running after power outages, lightning strikes, down servers and equipment, safety issues, and other catastrophic events. It is our goal to get you up and running at full capacity as soon as possible to prevent further problems that can arise from down equipment in a Water or Wastewater Plant. Vertech's fast response and experienced personnel are the winning combination to achieve this goal.

Vertech's SCADA support is available 24 hours a day, 7 days a week, 365 days of the year. Upon receipt of this contract, Peoria personnel will be given access to our 800 number utilized for emergency support. You can expect a phone call within one hour and a four hour on-site response, if necessary. In addition to the 800 number, you will be given 2-3 backup cell phone numbers for each of the key personnel for the project.

**ii. Plan and method of approach to accomplish the scope of work**



Good communication with the client has always been the key to our success. It is our belief that the system should begin with a significant amount of up-front system level design and documentation prior to performing any actual programming.

Through a systematic process of design and review, both internally and involving the client through informal discussions, the design will progress from a big picture to a complete, detailed, and functional system. Our approach assures that the design will be comprehensive and well

documented with the added benefit of minimal rework.

This up-front effort pays off with reduced time required during the coding of the specific functions for each of the components of the system. The result of this approach will be a well thought-out, highly functional, and user-friendly control system.

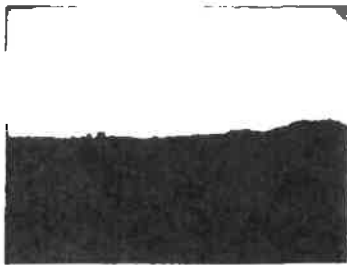


### ***Adherence to IEC61131-3 Standards***

Vertech programmers use IEC61131-3 standards for programming. In the past we have used data function block, structured text, and straight ladder logic instructions. The language of choice for each project is determined by the programmer with consideration for the process being automated and the standards already in use by the client.

Vertech's use of this industry standard benefits the City of Peoria by allowing anyone skilled in programming to follow the code we've written and to make necessary changes. The use of this industry standard saves the City of Peoria in programming time, and does not tie the City to one Firm or Programmer. Code is open, well documented, and can be easily modified, if necessary.

### ***Integrating Information Technology (IT) With Control Systems***



Where Information Technology is concerned, SCADA and Control Systems need special consideration. Control systems require special treatment from the IT department and are often maintained separately to avoid common problems that can occur when IT manages such items as virus software, IP addresses, and software updates. Vertech has numerous engineers with extensive IT experience that know how to maintain the system with security and relevancy in mind – and what a control system can tolerate.

In addition, virtually every SCADA installation requires network configuration. When needed, Vertech works closely with the IT department to ensure all aspects of the installation are considered and the network is configured properly. When an IT department is not available, Vertech can provide these services. Vertech has successfully configured hundreds of networks for SCADA installations.

Vertech has experience integrating across most mediums: fiber, wireless, DSL and 4G. Vertech also has the depth and expertise to provide such services as data mining, analysis and reporting on process controls. Reporting systems can be configured for almost any process, and can be configured to work in conjunction with the City's business network. Vertech can also provide Cyber Security audits and make recommendations for a more secure system (See Kris Grindstaff bio.) Vertech would self-perform all of these services.



*Vertech's detailed Internal Project Approach Methodology is detailed here:*

#### **SCOPE DEFINITION**

This phase is used to determine and define the system wide definition and functionality in the end user's terms in as much detailed as possible. Precision is required in this phase in order to understand what needs to be done. The project manager must first fully understand what the end user's goal is and then determine the best way to solve the problem abstractly, and then translate that solution back into its real life equivalent. This phase also helps the end user to better understand the system. The project manager will interface with the customer by either an on-site meeting or a phone conference that defines the system's solution in terms of the end user's objectives and major constraints. This meeting agenda will be derived from the any or all of the following:

- Customer specification.
- Proposal scope definition.
- Project discussions with customer.

#### **REQUIREMENT ANALYSIS**

Once the system has been thoroughly defined, the requirements and overall feasibility of the solution must be determined. This phase is used to determine the characteristics of an acceptable solution and the tools and personal available for developing a solution.

Requirement analysis has three major objectives.

- A clear understanding should exist between the end users and the developer of what the solution should provide.
- There should be an agreement on the range of acceptability and possible trade-offs, resulting in a set of acceptance criteria based on objectives and constraints.
- A project plan shall be made to implement the hardware and software design with a schedule, budget and requirements as to what will be delivered at the end of each phase.

Other considerations for this document are an evaluation of the end users site (power infrastructure, existing network infrastructure, environmental conditions, and technology available). Vertech's "industry expert" would be used as a resource to help set the direction and avoid any pitfalls.

The typical result of this phase is the cut sheet submittals. Components should be selected where possible from Verspec.doc and Vertech standard cut sheets should be used for the submittal.





Additionally if there are any issues with mechanical design they will be addressed formally with the client.

The results of the phase shall be reviewed by the project team. The project engineer will be expected to present objective reasons for decisions made in this phase.

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## SYSTEM ENGINEERING

The system engineering phase is to describe what the solution is to look like:

- *Hardware Design*
  - ✓ Power design (480VAC, 120 VAC, 24 VDC, etc.) single line.
  - ✓ Network design (Industrial network, Ethernet, etc.)
  - ✓ Field device location design.
  - ✓ Develop system I/O list.
- *Compare to Requirements Analysis*
  - ✓ If the specified system meets the requirements and whether its' further development conforms to the project plan or whether the project plan must be altered.

The actual degree of detail and formality depends on the complexity of the system, the size of the development group and other quality constraints. The specifications will describe what the solution looks like, what the system will do, the way it will accept and process data. It will not describe how it will do all of that. A review of the resultant document and drawings will be done by Vertech's "Industry Expert" to ensure that the design fulfills the requirements of the system definition.

The design package shall be submitted to the customer for review and comments.

A Factory Acceptance Test and Site Acceptance Test documents will be started from the specification document to be used during the pre-startup and startup phase to ensure system functionality.

The results of the phase shall be reviewed by the project team. The project engineer will be expected to present objective reasons for decisions made in this phase.

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## ELECTRICAL DESIGN & SOFTWARE DESIGN

Electrical Design:

The electrical design will detail out the panel design and develop the electrical and physical layout drawings. The engineer shall design in accordance with customer supplied specifications and local and national electrical and safety code, such as NEC, UL508a, etc. In the absence of customer supplied



specifications, the engineer shall follow Verspec.doc. The Bill of Material (BOM) shall be completed and verified against the design. An I/O checkout test document shall be completed once the design is completed.

#### Software Design:

While the system engineering phase describes *what* the solution will do, the software design describes *how* the solution will be implemented. In this phase the system will be broken down into its logical and functional cohesive parts or modules. It also selects proper data structures and algorithms for the implementation of the input and output data as well as the system functions. The Sequence of Operation (SOO) design documents are the deliverables in this phase. The programmer shall identify all functions (DFB/AOI) that will be required for the project. The list of existing Vertech DFB's/AOI's shall be reviewed and checked to see if they already exist and a list of new ones shall be identified. The engineer shall follow the Programming and Reuse Policy.docx.

The SOO will be reviewed by Vertech's "Industry Expert" for functionality.

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#### PANEL BUILD & CODING

##### Panel Build:

The purchasing person (purchasing department or shop manager) shall order the parts that are on the BOM and collect all confirmation notices and note any parts that may delay the project. If there are any parts that will affect the schedule, the project manager shall be notified and check to see if there are any alternate parts that may be used. The purchasing person shall monitor the status on delivery of parts and shall contact vendors on any parts that are late. They shall inform the project manager of any part delivery issues and how they will impact schedule.

The techs shall follow Shop\_Procedures.docx for the process of building panels.

##### Coding:

The object of the coding phase is to convert the solution into actual code. Ideally, no code should be written until the design for that part of the software system has been completed. The exception for this is that some experimental code may be needed to evaluate the crucial point of a candidate design. The coding phase is complete when all code is written and documented, compiles error-free (where applicable), and follows any and all coding rules and standards for the project. Phase test for the coding phase involves code reviewing alone and in groups. Test cases are manually traced through the code. The FAT and SAT plan must be completed at the end of the coding phase, and it describes how and when to test the system. Both the FAT and the SAT shall be submitted to the customer for review and signoff.



## TESTING & SHIPPING

### Testing:

The testing phase is comprised of five steps. The first step of testing that should occur is called the *unit test*. This type will test the individual pieces or functions/modules of code. This is done in isolation of other parts of the system. This testing should be conducted during the coding cycle. Depending on the complexity of the system the testing should be completed by someone other than the engineer who wrote the code.

Once the unit testing is complete, the next step is the *integration test*. This shall test in interoperations of the functions to ensure they operate as expected. Depending on the complexity of the system the testing should be completed by someone other than the engineer who wrote the code.

When the integration test is complete, the *FAT* will be done. This should be done with the equipment that will be used on the final system. This will test each component of the system (i.e. PLC, SCADA, Database, etc). The client shall be invited and witness this test. This test will follow the FAT test procedure that was developed in the Coding phase. Once completed the project manager shall have the customer sign off that the test was completed as prescribed.

Upon completion of the FAT test, the *Installation test* shall be done. This test will begin once all of the equipment is installed on site. A complete check of the I/O using the I/O checkout test procedure document shall be completed. A copy of this completed test shall be submitted to the customer. The engineer shall also complete the network check to ensure that all equipment is communicating and functioning as required.

Upon completion of the Installation test the *SAT* test shall be done. This will begin once all of the equipment is installed on site and the hardware checks have been completed. A complete test of system shall be completed and verified by the site engineer and/or team. This test shall be submitted to the customer once completed for signoff. This test shall be conducted in the presence of the customer ensure that the system meets all of the requirements and functionality.

Ultimately, the software must meet the end user's requirements. An acceptance test shall be done to determine whether is convinced that their requirements are met. All users may not be involved in the acceptance test. Rather, the software is tested in a controlled environment by some users with the developers present.

**Shipping:** Any equipment that is sent to the customer's site shall include a completed packing list. Depending on number of item, either the Packing List Long Form.docx or the Packing List Short Form.docx shall be used. The signed Packing List shall be placed in the project folder. Any documents



(i.e. Drawings, Manuals, Cut Sheets, etc.) shall be sent with a completed Letter of Transmittal.docx, which shall be place in the project folder.

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#### **DOCUMENTATION**

After the testing phase is complete, the final versions of all documentation are prepared and evaluated for consistency and correctness. The set of documentation includes training manuals, system manuals, maintenance manuals and reference materials. These documents shall be handed over to the customer.

Once the project is complete, the project methodology document shall be completed or modified as needed if one exists. This project methodology shall contain a list of all deliverables, times and types of personnel required to complete the various phases, list of functions (DFB's, AOI, templates, etc.) that were used, manuals, and engineers and what task they performed on the project. This document shall be developed along the way.

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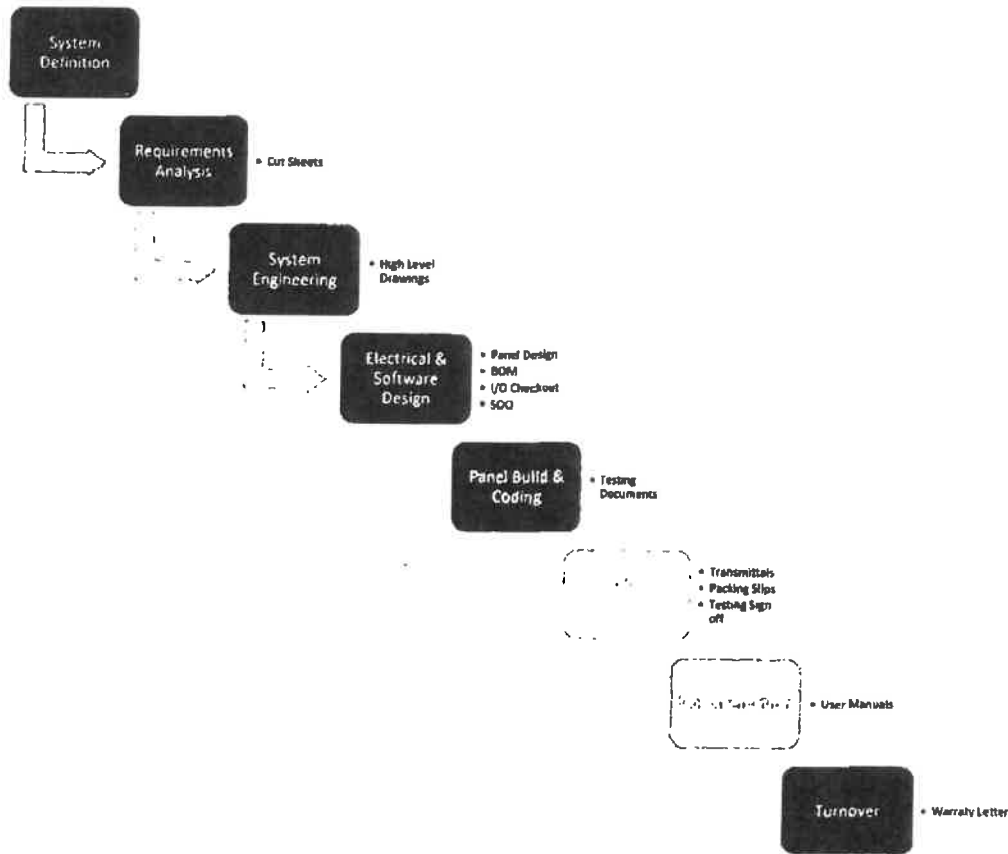
#### **TURNOVER**

This is the final phase of the software development life cycle. Only after the documentation has been completed, can it be turned over to the end user. Once all of the steps of testing are complete, the system can be turned over to the end user. A final sign-off from the customer on all documentation and acceptance test is obtained.



iii. **Work plan and task schedule to accomplish the scope of work**

Vertech's typical Project Development Phases are detailed below:



iv. **Overall firm and staff projected work load**

While many local system integration firms have downsized over the past several years, Vertech has grown exponentially. The consistent quality of our project and service performance and our ability to attract top-notch, programming talent have resulted in growth that makes Vertech the largest control systems engineering and integration firm headquartered in the State of Arizona. With a full-time staff of 36, 29 of which are technical resources, we are fully capable of providing the responsive attention and quality service that the City of Peoria deserves.



**Instrumentation and Control Design and Programming Services, RFP13-0071**

At current staffing levels, Vertech is able to manage an annual workload of approximately \$8.0M. Our existing 9 month backlog of \$4.2M provides plenty of bandwidth to fulfill the requirements stated by the City of Peoria in the current RFP. The staff proposed for this work, have a projected utilization rate of approximately 80% over the next 4 months, dropping below 65% after that time, indicating that the proposed staff are more than capable of providing the required services.

**v. Location of work**

All work and resources for this contract will be staffed from Vertech's main office in Phoenix. Vertech will self-perform all of the scope items defined in this contract, no subcontractors will be used.

**Vertech Industrial Systems, LLC**  
4409 East Baseline Road, Suite 127  
Phoenix, AZ 85042  
480-756-2300 | FAX 877-387-0277

**vi. Anticipated city involvement for successful completion of scope of work**

For general services: City of Peoria Staff would need to communicate the anomaly or problem. From there, Vertech would troubleshoot the issue and fix the problem. City of Peoria staff would then test the system again with Vertech staff to ensure the problem has been properly addressed.

For projects including Design Services, Programming Services, or Standards Development, a project manager will be assigned. Vertech would have a kickoff meeting with Peoria staff to properly understand the goals of the project. Vertech would request additional information, if necessary, then continue through our standard process (as documented earlier in this proposal.) As determined in the kickoff, Vertech would provide proper communication with Peoria staff throughout the execution with regular project updates (weekly, biweekly, or monthly.) Peoria staff may be required to provide design reviews (30%, 60%, 90%, or 100%) and would come together in the end again to ensure all project goals and design criteria had been met. This would include a proper FAT testing procedure or project sign off – as determined in the kickoff with Vertech and Peoria staff.



**b. Firm's Experience / Similar Projects (Max 5 Pages)**

**i. Firm's list of similar projects completed within the last five years**

**PROJECT EXPERIENCE**

**FREEMPORT MCMORAN, INC. - SIERRITA MINE, HYDROMET PRELIMINARY ENGINEERING**

<b>Dates:</b>	<b>Completed September 2012</b>
<b>Contract Amount:</b>	<b>\$123K</b>
<b>Client / Owner:</b>	<b>Freeport McMoRan, Inc.</b>
<b>Reference:</b>	<b>Henry Young</b> <b>Electrical &amp; Instrumentation Superintendent</b> <b>6200 West Duval Mine Road</b> <b>Green Valley AZ 85622-0527</b> <b>520-235-7748</b> <b>henry_young@fmi.com</b>



This was an instrumentation and control design project for approximately 11 sites. The goal was to replace the outdated field controllers and update the overall control architecture of the system which was outdated and obsolete and posed a maintenance liability to FMI as replacement components could no longer be purchased.

Vertech had recently completed controls upgrades with similar scopes at the Sierrita location. Vertech approached this project with the same design criteria and control standards in mind for a streamlined and standardized final product. Vertech's scope included an upgrade design to replace the obsolete controls with FMI Sierrita standard control hardware and software. In addition, Vertech designed a new mesh communication network (with fiber communications, if necessary) and provided a radio telemetry survey. The technologies specified for this project were Allen Bradley CompactLogix and Wonderware System Platform HMI with Historian.

Vertech provided detailed drawings for new ten (10) control panels, a software specification and written control strategy, and Process and Instrumentation Diagrams (P&IDs) to show all mechanical and electrical equipment being controlled and monitored. This work included a Network Architecture design and scheduling and cost estimates for the construction phase (Phase II) of the project. Vertech is currently under contract for Phase II of this project - which implements our design.



**CITY OF KINGMAN - DOWNTOWN WWTP PROGRAMMING SERVICES**

**Dates:** Completed September 2012  
**Contract Amount:** \$126K  
**Owner / Client:** City of Kingman  
**Reference:** Phil Allred, Assistant City Engineer  
Also: Greg Henry, City Engineer  
220 N 4th Street  
Kingman AZ 86401  
(928) 753-8124  
pallred@cityofkingman.gov

Vertech's scope for this project was to provide PLC, OIT and HMI programming services for the entire wastewater treatment plant. This was a greenfield membrane technology wastewater treatment plant and Vertech provided programming services to Kingman's existing programming standards. Vertech's scope included all aspects of the plant including all pumping procedures, power monitoring, odor control, aeration basins, biofilters, blowers, chemical cleaning, and UV disinfection. Vertech also integrated vendor packages as a part of the overall system. The technology platforms specified on this project were Allen Bradley ControlLogix PLCs and Panelview OITs paired with Wonderware System Platform with Historian HMI. Vertech's contract was directly with the City of Kingman.

**CITY OF AVONDALE - WELL SITES 20 AND 24 DISINFECTION**

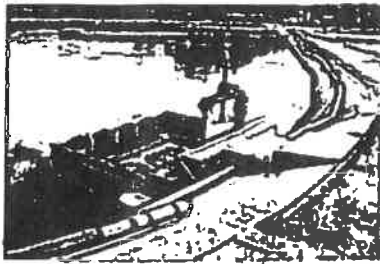
**Dates:** March to June 2011  
**Contract Amount:** \$10,000  
**Owner / Client:** City of Avondale / Felix Construction  
David Glanetto, Division Manager  
309 E. 10th Drive, Mesa, AZ 85210  
602-625-4811  
davidg@felixconstruction.com

Vertech's scope for this project was to provide PLC, OIT and HMI programming for integration of disinfection systems. Vertech also provided configuration of alarms, startup assistance and coordination with Felix and disinfection system supplier. The technologies used on this project were Magelis OIT, Modicon M340 PLC with Unity software, and Wonderware System Platform screen development.





**LOS ALISOS WATER RECLAMATION PLANT - 6MGD (PLANT RETROFIT)**



**Dates:** October 2007 - December 2008  
**Contract Amount:** \$680,000  
**Client / Owner:** Irvine Ranch Water District  
**Reference:** Dave Mazarella, Senior Engineer  
15600 Sand Canyon Avenue  
Irvine CA 92619-7000  
949-466-4020  
mazzare@lrwd.com

Vertech's scope for this project included PLC programming for a five pond treatment plant with tertiary treatment and six reclaim water pumping stations. Vertech also provided the SCADA system programming, and was responsible for the design, purchase and assembly of a server rack with seven servers, three managed switches and a fiber termination panel. Vertech provided custom VB.net equipment notes software, coordinated and programmed communication between 11 Modicon Quantum PLCs and 7 Modicon M340 PLCs, and performed all system startup and functional testing.

The treatment technologies include aeration, settling and clarification basins, tertiary treatment with flocculation and sand filters, chlorine disinfection, multi-pump pump stations with level control in remote reservoirs. Software: Wonderware System Platform (Archestra) with redundant servers, and standalone GRNode server, and domain controller server, Wonderware InTouch running on terminal server and seven view clients, ScadAlarm running on redundant alarm dialer servers, Active Factory with remote Historian, Indusoft on CE.Net OIT for pump station local displays. Hardware: Modicon Quantum PLCs using Modicon Unity Pro programming software (function block style), redundant ring Ethernet communication for on-site inter-processor communication, and MDS radio telemetry for off-site inter-processor communication.



**FREEMPORT MCMORAN, INC. – SIERRITA MINE, 2011 WATER CONTROLS UPGRADE**

**Dates:** August 2011 – March 2012  
**Contract Amount:** \$2.8M  
**Client / Owner:** Freeport McMoRan, Inc.  
**Reference:** Henry Young  
Electrical & Instrumentation Superintendent  
6200 West Duval Mine Road  
Green Valley AZ 85622-0527  
520-235-7748  
henry\_young@fmi.com



This was a Design Build project for approximately 45 sites. Vertech's team was responsible for Project Management, overseeing the installation of a new fiber infrastructure, design documents and fabrication of all PLC and I/O hardware to the Allen Bradley CompactLogix Platform, upgrade of mill room HMI, and to provide current, accurate design documentation of each control system at each site.

This project involved the upgrade of 30 well sites, 4 Booster stations, 5 storage tanks, and additional ancillary systems. A new fiber communication backbone was installed to replace existing radios and CompactLogix PLCs were installed at each site for reliable local control. Vertech performed as the primary contractor on the project and self-performed all PLC and SCADA tasks – including control panel design and fabrication, PLC and OIT (Rockwell FactoryTalk) programming, and commissioning and cutover to the new controls. Design documents included P&IDs, network architecture drawing, control panel elevation drawings with BOM, electrical schematics, and management of all redlined drawings from the field installation.

As Project Manager, Vertech was responsible for two subcontractors: an electrical contractor and a DCS programmer. The project involved a close collaboration with both parties for scheduling purposes and to deliver the project on time, on budget. This project was fast-tracked and completed within 9 months of contract. This project also had simultaneous design, as-built and construction phases going on at the same time for multiple locations.



**CITY OF AVONDALE - WELL SITE 25**

**Dates:** Completed October 2008  
**Contract Amount:** \$35K  
**Owner / Client:** City of Avondale / Weber Group  
**Reference:** Lisa Johnson, Utilities Reliability Manager  
399 E Lower Buckeye  
Avondale, AZ 85323  
623-333-5016,  
ljohnson@avondale.org

Vertech's scope for this project was to provide PLC, OIT and HMI programming for overall operations and integration of the well site to Avondale's SCADA. Vertech also provided configuration of alarms, startup assistance and coordination with the general contractor and disinfection system supplier. The technologies used on this project were Magelis OIT, Modicon M340 PLC with Unity software, and Wonderware System Platform screen development.

**FREESCALE SEMICONDUCTOR - ULTRA PURE WATER (UPW) SCADA UPGRADE**

**Dates:** April 2009 through January 2010  
**Contract Amount:** \$250,000  
**Client /Owner:** Freescale Semiconductor  
Tim Loper, Staff Facilities Engineer  
1300 N. Alma School Rd., MD: CH 335  
Chandler Az, 85224  
480-586-5770  
rp4022@freescale.com



This project consisted of upgrading an outdated SCADA system for an Ultra-Pure Water Plant from Intellution Fix32 to Wonderware Industrial Application Server. The cutover to the new system was live - without any downtime. Vertech provided SCADA system programming – approximately 85 screens with 9600 tags, and 50 trend charts, configured 2500 tag alarming system and history database, and provided complete documentation including component cut-sheets, network drawings (Ethernet, DH+, and ControlNet) and system operations and maintenance manuals.

The plant processes included reverse osmosis, electronic deionizers, ultrapure filtration, mix bed regeneration, and chemical injection. Vertech provided all programming Wonderware Industrial Application Server (System Platform), provided the interface to five Allen Bradley PLC 5's, and configured all Ethernet and ControlNet Communication protocols – including network configurations.



**c. Staff Capabilities And Assignments (Max 8 Pages)**

**i. Staff assignments for this project**

**KEY STAFF**

**TITUS CRABB, PE**



Titus Crabb is the **President** of Vertech and has over 18 years of experience in the Industrial Automation industry. He obtained a BSEE in 1993, and since then has managed a wide assortment projects from start to completion with great success. He has been the engineering lead for both electrical design and programming on a wide variety of projects in multiple industries including semiconductor, municipal water treatment, food and beverage and durable goods manufacturing. Titus has been active in developing SCADA and PLC programming standards for clients like Irvine Ranch Water District.

As President of Vertech, Titus is responsible for directing day-to-day operations, but maintains active involvement in the technical execution of projects through project management, standards creation and system architecture development. Mr. Crabb's role on this project would be to review and stamp engineered drawings and specification – including I&C designs, P&IDs and standards specifications.

**STEPHEN GONTARZ – SERVICE MANAGER, LEAD PROJECT MANAGER**



Mr. Gontarz joined Vertech in July of 2011, and he holds the position of Service Manager for Vertech. Steve is client focused, with over 15 years of direct programming experience with Allen-Bradley and Modicon PLC's, and many different versions and brands of HMI (SCADA) software including GE Proficy iFix, Wonderware and Rockwell's Factorytalk. Steve has been active in development of software methods and managing a team of engineers.

Steve is skilled at training new programmers, and developing them into field efficient individuals ready to take on all situations in the field. Steve specializes in the Allen Bradley product line and automation and control systems for well sites, water & wastewater plants, booster stations, lift stations, recharge and injection wells, arsenic removal facilities, as well as chemical injection, thermal heat-treat, injection molding, and ultra-pure chemical.

Steve's role on this project, as Project Manager, will be to support and coordinate the efforts of the field engineers required for project execution, emergency services and standards development. If additional resources are required, Steve will assign them. Chad Charman also assists Steve with Project Execution when required.



**JOHN JAMES, EIT – MODICON AND RADIO DATA COMMUNICATIONS EXPERT**



John James joined Vertech in September 2010, and he's done nothing but exceed our clients' expectations from the beginning. John James earned a Bachelor of Science degree in Electrical Engineering from Arizona State University, and is an Engineer In Training (EIT). John holds the position of **Senior Control Systems Engineer**, and has twelve years' experience in PLC programming, process control and systems integration/automation. John possesses a broad knowledge of radio communications systems and their usage in SCADA environments.

John is an extremely client-focused individual with excellent communication and diagnosis skills. Controls engineers with John's combination of technical expertise, interpersonal skills and desire to satisfy the client are an extremely rare combination, and he is a true asset to the Vertech team. On this project, John will be a lead programmer for PLCs.

**JESSE WILSON – FIELD ENGINEER / IFIX SPECIALIST**



Jesse is an Electrical Engineer and joined Vertech in October 2010 as a **Control Systems Integrator II**. Jesse is a degreed Electrical Engineer from Arizona State University. He has in depth knowledge of PLC, OIT, and SCADA Programming with is experienced with Modicon PLC hardware, and GE Proficy iFix and Wonderware HMI software. He has over seven years' experience in panel design, building, and testing as well as instrument calibration and startup. His strengths include troubleshooting PLCs, control panels, field wiring and instruments. On this project, Jesse will be a lead PLC, OIT, and HMI programmer.

**ADDITIONAL SUPPORT STAFF**

**RON SMITH – SR. CONTROLS ENGINEER / IFIX SPECIALIST**



Ron has been with Vertech 5 years, and he is a Senior Control Systems Integrator with Vertech and has over 20 years' experience in the Automation Industry. He is a senior level PLC programmer, as well as a Design Engineer. He has 10 years of experience with the Modicon PLC line, Rockwell Automation ControlLogix platform, and experience with a wide range of PLC's and SCADA software packages including GE Proficy's iFix. Ron has experience with **GE Proficy Historian and report configuration**. Ron has in-depth knowledge of RO, UPW, and various microfiltration systems, and is responsible for the programming and controls of many of these systems in various FABs and water treatment facilities across the southwest. Ron is a Wonderware System Platform Certified Developer. Ron is available for standards development or programming services as needed for PLC, HMI, or OIT programming.



**MARK SZYMANSKI – ELECTRICAL DESIGNER**



Mark Szymanski joined Vertech in March of 2011, and has over 13 years of CAD and design experience. Mark is an **Electrical Designer** for Vertech, his technical experience includes electrical design, multi-layer PCB circuit boards for embedded systems, control panel and MCC design. Mark has in-depth understanding of UL508a standards and has completed hundreds of successful electrical designs. Mark also provides P&ID design drawings. Since entering the industrial controls field, Mark has worked in a variety of industries including water and waste water, industrial process control, aerospace and manufacturing. Mark is experienced with AutoCAD, AutoCAD Electrical and Promise-E and would be a the lead electrical designer on this project.

**KRIS GRINDSTAFF – CYBER SECURITY EXPERT**



Mr. Grindstaff joined Vertech in July of 2011, and he holds the position of Industrial Programmer for Vertech. Kris has extensive experience and skill in designing, programming, testing, and servicing complete automation solutions. Kris' experience includes everything from servo and motion control drives, to PLC's to plant wide SCADA and cell monitoring systems. Kris is proficient with Historians and report configuration. Kris has vision systems experience, as well as design and implementation of numerous robotic systems. Kris' skill set includes proficiency in Information Technology area including site management, server administration, and network configuration.

In addition, Kris is our **Cyber Security** expert, and has completed all three levels of the Homeland Securities online courses. Kris is a member of the ICSJWG [http://www.us-cert.gov/control\\_systems/icsjwg/](http://www.us-cert.gov/control_systems/icsjwg/) and participates in monthly teleconference meetings to discuss current security issues and the development of nationwide security standards for vendors where cyber security is concerned. Kris is available as a project consultant, if needed for design assistance, standards development, or specification writing – or programming at any level.

**JOHN WOLNISTY – NETWORK AND DATABASE ENGINEER**



Mr. Wolnisty joined Vertech in December 2010 and is a **Senior Control Systems Programmer**. John has thirty-two years experience programming using a variety of platforms, tools and environments including .NET and SQL. His industry knowledge includes process control, manufacturing, warehousing and distribution, real-time payment processing and eCommerce. He also has an extensive background in systems administration, network and database design.



**CHAD CHARMAN – PROJECT MANAGER**



Chad joined Vertech in March of 2010 as a **Control Systems Integrator II** and brings 9 years of experience in the controls industry and 14 years total technical experience to our team. Chad's technical experience includes electrical design, HMI development, PLC programming and instrumentation calibration. Since entering the industrial controls field, Chad has worked in a variety of industries including water and waste water, industrial process control, mining and material handling. Chad has a determined personality and puts great effort into client satisfaction. Chad would be available for backup support, if required – both in project management and startup assistance.

**KEVIN WANG – CONTROLS ENGINEER**



Mr. Wang joined Vertech in December of 2012 as a Controls Engineer. Kevin graduated from Wayne State University in December of 2007 with a Master's degree in Electrical Engineering. Kevin has five years' experience in PLC programming, HMI programming, control system design and project management. Kevin has extensive experience with Historians and report configuration. Kevin also has experience in the Pharmaceutical, Food and Beverage and Mining. Kevin is another resource for support in PLC, HMI, or OIT programming.

**JOE KAUFMAN – DIRECTOR OF ENGINEERING**



Joe joined Vertech in March of 2009, and functions as a Engineering Manager. Joe has 12 years of hands-on experience in the controls industry, an Electrical Technology degree, and has specialized in hardware applications and design. In addition to Joe's project management role at Vertech, he also assists in business development and estimations and in design, programming and field work as needed. Joe has expertise in the implementation of technology including: programmable logic controllers, variable frequency drives, HMIs, instrumentation, and telemetry. Joe's knowledge is an asset in system design, installation on system startups. Joe has gone above and beyond on numerous water and wastewater treatment plant startups, and is equipped to handle technical outages on any level. Joe's role on this project would be to assist in managing resources and startup assistance if required.

*ii. 1 page resumes of key staff are included in the Appendix. Resumes for Additional Support Staff are also available upon request (they not included here due to page restrictions).*



**d. References For Similar Projects (Max 3 Pages)**

**ii. References from 3 projects of similar size and scope. Must be completed projects. Must include project description and services performed, final cost and specific contact information including name, title, phone number and address.**

While Vertech is largely a project-oriented company, approximately 25% of our revenue is comprised of professional services for design and programming services direct with the end user (mostly municipalities around Arizona.) We strongly encourage you to call these references.

The following organizations have similar contracts in place with Vertech:

**1. CITY OF AVONDALE**

399 E Lower Buckeye Rd  
Avondale, AZ 85323  
**Lisa Johnson, Utilities Reliability Manager**  
623-333-5016, 623-333-4000  
ljohnson@avondale.org

333  
4455



Technology: Programming services Wonderware InTouch, Modicon PLC's, and MDS 9810 Serial Radios. In 2011, Vertech was the sole firm awarded with SCADA support services for both the Water and Wastewater utilities. The contract has been renewed and can be renewed for three additional years.

**2. YUMA MARINE CORPS AIR STATION**

BSD 328W Spears Street  
Yuma, AZ 85369  
**Mike Harris, Procurement Supervisor, 928-503-2425**  
michael.harris@usmc.mil

Technology: Support for Wonderware InTouch, Modicon Quantum and Momentum PLC's, and MDS iNet II's for their Water Treatment Plant and Waste Collection System.

**3. TOWN OF PRESCOTT VALLEY / CH2MHill**

8434 Long Mesa Drive  
Prescott Valley, Arizona 86314  
**Jeremiah Mecham, Project Manager**  
928-775-3377  
Jeremiah.Mecham@ch2m.com

Technology: Programming services of Wonderware InTouch and Allen Bradley CompactLogix and 5/03, Modicon Momentum, and Koyo PLC's, MDS and Phoenix Contract Radios – support of water and wastewater treatment systems and code rework where required.





**4. TOWN OF BUCKEYE WATER SERVICES**

423 Arizona Eastern Ave.  
Buckeye, Arizona 85326  
Arnold Coronado, Water Utilities Supervisor  
623-349-6104  
acoronado@buckeye.gov

Technology: Programming services for Wonderware InTouch and Allen Bradley PLC's, Support of all Water Treatment Plants and approximately five remote sites. Vertech also provides support of all of Buckeye's Wastewater Treatment Facilities.

**5. FREESCALE SEMICONDUCTOR**

Chandler Facility:  
1300 North Alma School Road  
Chandler, Arizona 85224  
Tim Loper, Fac. Engineer 480-586-5770  
rp4022@freescale.com

Tempe Facility:  
2100 East Elliot Road  
Tempe, AZ 85284  
Sami Baig, Fac. Engineer 480-413-6082  
R33685@freescale.com

Technology: Support of Wonderware System Platform and Allen Bradley PLC's – support and upgrades of facilities water and wastewater treatment systems. Win 911 Alarming software.

**6. TOWN OF QUEEN CREEK**

22358 S. Ellsworth Road  
Queen Creek AZ 85142  
Greg Homol, Water Utilities Supervisor  
480-797-2991  
greg.homol@queencreek.org

Technology: Support and programming services for Rockwell FactoryTalk HMI, AB CompactLogix PLCs and GE MDS iNet radios.

In addition to the clients listed above, Vertech provides programming and design services to the following:

- ✓ Avra Water Co-Op, Tucson, Arizona
- ✓ Town of Eloy, Arizona
- ✓ City of Phoenix, Sky Harbor Airport for Baggage Handling
- ✓ APS Sundance Power Station, Coolidge, Arizona\*
- ✓ APS Palo Verde Nuclear Facility, Wintersburg, Arizona\*
- ✓ Hexcel Corporation, Casa Grande, Arizona
- ✓ Microchip Semiconductor, Chandler, Arizona\*

\* Client is equipped with either Modicon Hardware and / or iFix Software.



**CONFORMANCE TO RFP T&C'S**

Vertech conforms to all the requirements in this proposal. No exceptions taken.

# APPENDIX

**TITUS CRABB, PE**  
**PRESIDENT, ELECTRICAL ENGINEER**



**Education:**

Bachelor of Science in Engineering  
(Electrical Concentration)  
LeTourneau University - 1993

**Registrations:**

Professional Engineer - Electrical  
Arizona #49959, 2009

**Certifications:**

Certified Orchestra Developer

**Professional Memberships:**

- International Society of Automation (ISA)
  - >Executive Board President 2008-2009
  - >Executive Board VP 2007-2008
  - >Executive Board Secretary 2005-2006
- Institute of Electrical and Electronics Engineers (IEEE)
- American Water Works Association (AWWA)

**Technology Experience:**

- Modicon Concept and Unity Pro with Quantum, M340 and Momentum
- Wonderware System Platform
- Wonderware InTouch
- Rockwell Software RSLogix 5, 500 and 5000 programming software
- Intellution FIX32 and iFIX
- GE Cimplicity Machine Edition with Versamax and 90-30
- Allen-Bradley, ABB, Toshiba, and other VFDs
- Various analytical and process instrumentation
- Various Industrial control networks

Titus serves as the President and Engineering Manager for Vertech. Titus has 16 years of experience in many industries with a recent focus in Water/Wastewater applications. Examples of his experience include UPW systems, water reclamation facilities, lift stations, chlorine injection systems, and pump stations. Titus holds multiple vendor certifications for both SCADA and PLC applications and has designed numerous control systems using each vendor's product. Titus became a registered Professional Engineer in 2009.

**Recent Project Experience:**

**Irvine Ranch Water District Los Alisos Water Reclamation Plant**  
*Irvine, CA*

Project scope included design of the entire campus control system and SCADA. Vertech established and documented the standards for PLC and SCADA programming and SCADA implementation that will be used on all future projects at Irvine Ranch Water District. Titus managed this project and wrote most of the standardized PLC code.

**US Marine Corp Air Station Telemetry System**  
*Yuma, AZ*

Titus' responsibility on this project included the implementation of a sodium hypochlorite injection system and the implementation of a base-wide radio telemetry system for remote monitoring of lift stations, pump stations and reservoirs. Titus managed this project and performed system level design.

**US Marine Corp Air Station Plant Upgrades**  
*Yuma, AZ*

Titus' replaced an aging control system for three gravity sand filters with a Modicon Quantum and Wonderware SCADA system. Two new VFD controlled distribution pumps were added as well to automatically control reservoir level. Titus managed this project and performed PLC, SCADA programming and system commissioning.

**City of San Francisco Air Cargo Explosive Detection System**  
*San Francisco, CA*

Titus' designed and programmed the control system for an automated air cargo explosive detection system. The Wonderware System Platform and Allen-Bradley ControlLogix S500 based system controlled approximately 90 conveyors and interfaced with several third party systems. Titus performed all electrical engineering for this project.

**Irvine Ranch Water District Irvine Desalter Project**  
*Irvine, CA*

Titus' performed Wonderware InTouch, Modicon Concept and Maples OIT programming tasks for five wells, two air stripping facilities and a SMGD groundwater desalting facility. The groundwater desalting facility was controlled with five Modicon Quantum PLCs and required the use of the client's standardized PLC code. Titus performed all programming and field commissioning tasks for this project.

## STEPHEN GONTARZ SERVICE MANAGER



### **Education:**

US Navy, 1986-1996  
West Chester State University -  
General Studies, 1993

### **Professional Affiliations:**

ISA – Instrumentation Society of  
America

### **Technology Experience:**

- Rockwell Software RSLogix 5,  
500 and 5000 programming  
software
- Allen Bradley ControlLogix  
5000, SLC500, PLC5,  
Micrologix, CompactLogix
- Modicon ProWorks Nxt,  
Concept with Quantum, and  
Momentum
- Wonderware System Platform
- Wonderware InTouch
- GE Proficy iFIX - Intellution  
FIX32
- Longwatch Security Software
- Various analytical and process  
instrumentation
- Various industrial control  
networks including: Control  
Net, Ethernet & Device Net

Mr. Gontarz joined Vertech in July of 2011, and he holds the position of Integration Manager and Project Manager for Vertech. Steve is an extremely client-focused engineer, with over 15 years of direct programming experience with Allen-Bradley and Modicon PLC's, and many different versions and brands of HMI (SCADA) software. Steve has been active in development of software methods and also managing a team of engineers. Steve is skilled at training new programmers, and developing them into field efficient individuals ready to take on all situations in the field. Steve specializes in the Allen Bradley product line and automation and control systems for well sites, water & wastewater plants, booster stations, lift stations, recharge and injection wells, arsenic removal facilities, as well as chemical injection, thermal heat-treat, injection molding, and ultra-pure chemical (semiconductor.)

### **Recent Project Experience:**

#### **Prescott Valley Advanced Treatment Plant SCADA Master Replacement Prescott, Arizona**

Steve was the lead programmer on this project, responsible for specifying, purchasing, configuring, and programming the new SCADA Master utilizing Wonderware InTouch HMI software, to replace an existing ICOM HMI system.

#### **Town of Gilbert – San Tan Vista Water Treatment\* Gilbert, Arizona**

Steve performed the duties as the Project Manager for this job. Perform an extensive QA/QC review ensuring that the system was ready prior to the field installation enabling the client a seamless installation.

#### **Anthem Water Campus\* Anthem, Arizona**

Steve was the lead programmer on multiple projects at this site, and has been responsible for the majority of the PLC and HMI programming at this site since 2000. Steve programmed and planned the plant SCADA systems for every expansion project to date - from a one (1) MGD plant to a plant capable of over seven (7) MGD. Steve also has performed all of the programming for the Wastewater Plant including the integration of the Xenon packaged systems.

#### **Fat Chance Well Site\* Prescott, Arizona**

Steve programmed and performed the start-up of the Prescott Valley Fat Chance Well. Operation of this 900 HP Well Pump was based on pressure and involved numerous safety interlocks due to the size of the pump and motor. The site consists of Allen Bradley MicroLogix PLC and Wonderware InTouch.

#### **Arsenic Removal Facilities Buckeye, Arizona**

Steve performed the programming duties as the town of Buckeye's maintenance and service programmer ensuring operational readiness of the all package system for them. The system consists of Allen Bradley Control Logix 5000, Wonderware InTouch and Longwatch security software.

#### **Verrado-Water System Verrado, Arizona**

Steve performed the duties as the system programmer for the two (2) booster stations and the four (4) wells. Three of the wells were off-site RTU's Remote telemetry units that communicated via spread spectrum radios. Allen Bradley SLC PLC's, Panelview OIT's, and Wonderware InTouch.

\*This project experience was gained while Steve was with a previous employer. This was not a Vertech project.

**JOHN JAMES**  
**SENIOR CONTROL SYSTEMS ENGINEER**



**Education:**

BSE, Electrical Engineering, Arizona State University - 2001

**Technology Experience:**

- SCADA Interface Toolkits:  
Wonderware v7.0 through v10.0  
– InTouch, InSQL, ActiveFactory, Proficy HMI/SCADA - CIMplicity
- OIT Programming: Vijeo Designer, XBT-L1000, PanelView, Quickpanel
- PLC Interface Toolkits: Modicon – Unity, Concept v2.5-2.6, Proworx 32, Proworx NxT
- GE Fanuc – Proficy Machine Edlton, VersaPro, Logic Master
- Allen-Bradley – RSLogix 500, 5000
- PLC systems: Modicon - M340, Quantum, Momentum, Compact 984, 984, Micro A120
- GE/Fanuc – 90/70, 90/30, VersaMax
- Radio systems: GE/MDS – iNET 900, INET II 900, TransNet, entraNet, 9710, 9810
- Other: DataRadio (EF Johnson), Data-Linc, Esteem, FreeWave, AvaLan, Phoenix Contact, El-Pro Technologies
- Radio system design & planning,
- Calculated and Physical Radio Surveys, Antenna Systems
- Process Instrumentation: Process Integration, Field Wiring, Configuration, Calibration, Integration, and Troubleshooting
- Other specialty knowledge: Inter-PLC Data Communications (wired and wireless), Power Monitoring, Protocol Conversion, Store & forward systems, TDR Metallic Cable Integrity Testing (up to 50,000ft)

**Certifications:**

- F.E./Engineer in Training – Arizona Certification # 08683
- Wonderware InTouch 10.0 Certified – # SI307960

Mr. James joined Vertech in October 2010 and is a Senior Control Systems Engineer. John has eleven years experience in PLC programming, process control, and systems integration/automation and possesses a broad knowledge of radio communications systems and their usage in SCADA environments.

**Recent Project Experience:**

**City of Phoenix – Val Vista WTP**

*Mesa, Arizona*

Provide GAC System PLC program development (Modicon Quantum) for five PLC's. John provided PLC programming in Concept V2.6, FAT testing, and startup assistance for four different areas. Coordination with subcontractors to streamline integration.

**Aztech Chemical Blend Control Unit**

*Chandler, Arizona*

Vertech's scope included design, specify, fabricate, and program a control unit to be housed on a wafer polisher for Intel within a very small footprint. John performed PLC Programming to deliver a chemical blend to a pre-determined percentage and overall flow rate and HMI Programming for monitoring and set point control, and provided start up assistance.

**City of Avondale Water Resources Division**

*Avondale, Arizona*

Process analysis, troubleshooting, upgrades, and PLC code optimization at multiple sites in both freshwater and wastewater systems (Modicon M340, Quantum, Compact, Micro, MDS 9810), and provide ongoing support for PLC and HMI.

**APS Sundance Power Station**

*Casa Grande, Arizona*

Natural Gas Monitoring system for Transwestern gas pipeline addition (GE/Fanuc 90/70, GE/Fanuc 90/30, CIMplicity), Ongoing PLC maintenance

**City of Peoria Utilities**

*Peoria Arizona\**

Design and upgrade of 60+ remote sites to Ethernet radio (Modicon Compact, MDS iNET II 900)

**Entegra Power/Gila River Power Station**

*Gila River, Arizona\**

Natural gas monitoring and long distance data relay system for Transwestern gas pipeline addition (Modicon Momentum, Quantum, Freewave FGR-115H, MDS Transnet)

**Valley Center Municipal Water Department**

*Valley Center, California\**

2.4GHz physical radio survey of 67 remote sites (Esteem 192c)

**Salt River Project**

*Peoria, Arizona\**

Perkins 600kV Switchyard HMI development (Iconics Genesis)

**City of Phoenix – Cave Creek WRF**

*Phoenix, Arizona \**

Development and implementation of DCS Control System (GE XL/SCADA, Solaris/UNIX)

\*This project experience was gained while John was with a previous employer. This was not a Vertech project.

## JESSE WILSON CONTROL SYSTEMS INTEGRATOR II

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### **Education:**

BSE, Electrical Engineering,  
Arizona State University - 2006

### **Technology Experience:**

- Rockwell RSLogix5000, RSLogix500
- Modicon Unity, Concept, Proworx NXT
- Rockwell FactoryTalk View
- Vijeo Designer
- Wonderware
- Intellution
- GE Proficy iFix
- Control Microsystems TelePACE

Mr. Wilson is a **Control Systems Integrator II**. Jesse has in depth knowledge of PLC, OIT, and SCADA Programming with an emphasis on Allen Bradley automation hardware. He is experienced in panel design, building, and testing as well as instrument calibration and startup. His strengths include troubleshooting PLCs, control panels, field wiring and instruments. Jesse has over seven years of experience in PLC programming and field experience.

### **Recent Project Experience:**

#### **Palo Verde Nuclear Facility**

*Wintersburg, Arizona*

Project scope included PLC and SCADA programming and integration for new construction for the addition of a transformer and associated equipment. Jesse performed Modicon Quantum (Concept) programming and screen development in Intellution iFix. The project also included startup and commissioning phases for three different units. The scope included modifications to five Modicon Quantum PLCs and six different SCADA servers. Jesse provides ongoing support at Palo Verde.

#### **GE Water**

*Phoenix, Arizona*

Jesse provides ongoing support for GE Water's Phoenix site including instrumentation, troubleshooting, instrumentation calibration and startup, and troubleshooting for field devices.

#### **Avra Water Co-op**

*Tucson, Arizona*

Project scope included addition of flow totalizations and pump start time tracking. Jesse programmed seven SCADAPack PLCs, two DirectLogic PLCs and their main Wonderware InTouch server to integrate this data. Jesse also programmed daily reports for ten sites and a yearly report for flow total and pump run times using HMI reports.

#### **Kingman Downtown WWTP**

*City of Kingman, Arizona*

Programming of AB ControlLogix PLC, OIT, and Wonderware System Platform with Historian development. Programming and development to standards provided for all aspects of the plant including all pumping procedures, power monitoring, odor control, aeration basins, biofilters, blowers, chemical cleaning, and UV disinfection.

#### **El Mirage WWTP**

*City of El Mirage, Arizona*

PLC replacement involved converting from Data Highway to Remote I/O over Controlnet for PLC-A including replacement of SLC-500 rack to ControlLogix 5000 rack.

#### **Goodyear Injection Wells Expansion**

*City of Goodyear, Arizona*

Addition of three new injection wells including RSLogix 500 programming (MicroLogix), radio path survey, panel design, field wiring, instrument calibration, startup, and ongoing support.

#### **City of Avondale On-Call Support**

*City of Avondale, Arizona*

On-Call Support service including code modifications to vendor packages (MicroLogix)



SOLICITATION AMENDMENT

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No: P13-0071
Description: Instrumentation and Control Design
Programming Services
Amendment No: One (1)
Solicitation Due Date: May 13, 2013
Solicitation Due Time: 5:00 p.m.

Buyer: Jennifer Miller

A signed copy of this Amendment shall be received by the City of Peoria, Materials Management no later than the Solicitation Due Date and Time.

The solicitation shall be amended to include the following items:

- Page 9 of 19, Item 10. 1. a., shall read: Project Understanding and Approach. (maximum 11 pages)
Current Standards Summary is attached
Sign-in sheet is attached

All other provisions of this Solicitation shall remain in their entirety.

Vendor hereby acknowledges receipt and agreement with the amendment.

Signature: [Handwritten Signature] Date: 5/13/2013

Michelle Hammer, Account Executive
Typed Name and Title

Ventech Industrial Systems, LLC
Company Name

4409 E Baseline Rd, #127
Address

Phoenix AZ 85042
City State Zip

The above referenced Solicitation Amendment is hereby Executed

April 30, 2013

at Peoria, Arizona

[Handwritten Signature: Jennifer Miller]





# SIGN-IN SHEET

Solicitation Number: P13-0071

Materials Management  
Procurement  
9875 N. 85<sup>th</sup> Avenue  
Peoria, Arizona 85345-6580  
Phone: (623) 773-7115  
Fax: (623) 773-7118

Date: 4/29/13

Time: 10:00 AM

Re: Instrumentation and Control Design and Programming Services

Location: Point of View Conference Room, 1<sup>st</sup> Floor

### PLEASE PRINT

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# SIGN-IN SHEET

Solicitation Number: P13-0071

Materials Management  
Procurement  
8875 N. 85<sup>th</sup> Avenue  
Peoria, Arizona 85345-6580  
Phone: (623) 773-7115  
Fax: (623) 773-7118

Date: 4/28/13

Time: 10:00 AM

Re: Instrumentation and Control Design and  
Programming Services

Location: Point of View Conference Room, 1<sup>st</sup> Floor

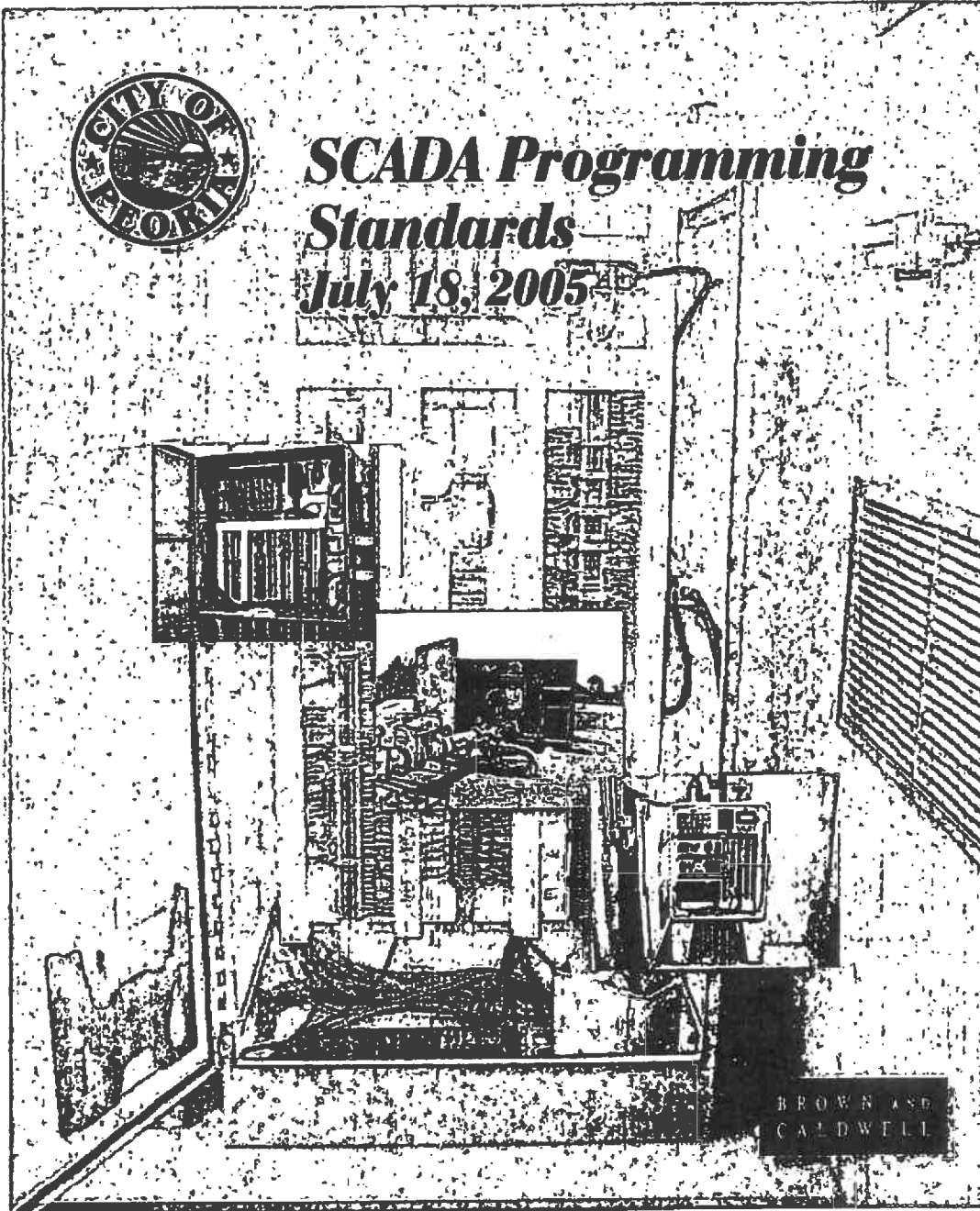
### PLEASE PRINT

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# *SCADA Programming Standards*

*July 18, 2005*



BROWN AND  
CALDWELL

**CITY OF PEORIA  
SCADA PROGRAMMING STANDARDS**

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**LIST OF ACRONYMS**

<b>CHAPTER 1 – OPERATIONS STANDARDS</b>	
A	Amperes
AC	Alternating Current
AI	Analog Input
AO	Analog Output
ATS	Automatic Transfer Switch
CV	Central Valve
DC	Direct Current
DI	Discrete Input
DO	Discrete Output
ES	Emergency Stop
Ft	Feet
GPM	Gallons Per Minute
H/O/A	Hand – Off – Automatic
HA	Hand / Auto
HMI	Human Machine Interface
HOR	Hand / Off / Remote
HP	Horse Power
I/O	Input/Output
KVA	Kilovolt Ampere
KVAR	Kilovolt Ampere Reactance
KW	Kilowatt
L/O/R	Local - Off - Remote
L-L	Line to Line
L-N	Line to Neutral
LR	Local / Remote
MA	Manual / Auto
MCC	Motor Control Center
MGD	Million Gallons Per Day
N/A	Not Applicable
NC	Normally Closed
N-G	Neutral to Ground
NO	Normally Open
O/C	Open / Close
OIT	Operator Interface Terminal
OO	On / Off
OOD	Out Of Range
PID	Proportional, Integral, Derivative
PLC	Programmable Logic Controller
PPM	Parts Per Million

**BROWN AND  
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**CITY OF PEORIA  
SSCADA PROGRAMMING STANDARDS**

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PRV	Pressure Reducing Valve
PSI	Pounds per Square Inch
PSV	Pressure Sustaining Valve
RMS	Root Mean Square
RTU	Remote Terminal Unit
SCADA	System Control and Data Acquisition
SES	Service Entrance Section
SS	Stop / Start
SSS	Solid-State Starter
THD	Total Harmonic Distortion
TVSS	Transient Voltage Surge Suppressor
VFD	Variable Frequency Drive
<b>CHAPTER 2 - HUMAN-MACHINE INTERFACE STANDARDS</b>	
ALM	Alarm
ALMLATCH	Analog or Discrete Alarm Latching
APP	Application
CL <sub>2</sub>	Chlorine
CPU	Central Processing Unit
CTS	Clear to Send
DFB	Digital Function Block
DTR	Data Terminal Ready
DTS	Data Set Ready
EU	Engineering Units
HMI	Human-Machine Interface
HTC	Historical Collect
HTR	Hardware Trouble Report
HTRDATA	Hardware Trouble Report Data
IP	Internet Protocol
MA	Milliampere
MBI	Modicon Modbus 1 Protocol
MHz	Mega Hertz
NLS	Network License Server
OIT	Operator Interface Terminal
PDB	Program Database
PIC	Processor Input Control
PLC	Programmable Logic Controller
RCC	Region/Remote Control Center,
RCM	Remote Control/Console Monitor
RTS	Ready to Send
RTU	Remote Telemetry Unit
SAC	Scan, Alarm and Control
SCADA	Supervisory Control and Data Acquisition

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SSCADA PROGRAMMING STANDARDS**

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SCU	System Configuration Utility
SPC	Software Process Control
SQL	Structured Query Language
VAC	Voltage Alternative Current
VDC	Voltage Direct Current
<b>CHAPTER 3 – APPLICATION DEVELOPMENT STANDARDS</b>	
AEG	AEG Schneider Automation International S.A.S
AI	Analog Input
AO	Analog Output
ASCII	American Standard Code for Information Exchange
BRV	Bypass Reservoir Valve
CD	Compact Disc
CHAR	Character
CRC	Cyclic Redundancy Check
CRLF	Carriage Return Line Feed
CSV	Comma Separated Value
DALM	Discrete Alarm Latching for Fail to Start
DCS	Distributed Control System
DFB	Distributed Feedback
DI	Digital Input
DO	Digital Output
IEEE	Institute of Electrical Engineers
IO	Input-Output
LRC	Longitudinal Redundancy Check
LSB	Least Significant Bit
MBUS	Modbus
MSB	Most Significant Bit
MTR	Motor
NC	Normally Closed
NO	Normally Open
P&ID	Piping and Instrument Diagram
PID	Proportional, Integral, Derivative
PLC	Programmable Logic Controller
PSI	Pounds per Square Inch
RPM	Revolutions per Minute
RTU	Remote Telemetry Unit
SCADA	Supervisory Control and Data Acquisition
TCP/IP	Transmission Control Protocol/Internet Protocol

**BROWN AND  
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**CITY OF PEORIA  
SCADA PROGRAMMING STANDARDS**

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**GLOSSARY**

<b>CHAPTER 1 – OPERATIONS STANDARDS</b>	
Back-Spin	Reverse direction of motor/pump generally due to reverse hydraulic flow
Educto	Venturi jet device that uses pressurized liquid to entrain, mix and pump
E-Stop	Emergency Stop push button
Hydraulic	Fluid pressure/control/flow
Interposing	To place in between i.e., a relay that permits the connection of different voltages
Intrusion	Reference to illicit security system entry
Mercoïd	Mercury Type Contact
<b>CHAPTER 2 – HUMAN-MACHINE INTERFACE STANDARDS</b>	
Failover	Automatic switching to an redundant or standby server, system, or network upon failure of the current system.
Node	End point or connecting point of a network
Phasing	Offsetting the processing of block information from the process database to the SAC
Polling	Data collection time interval
Redundancy	Duplication of components or processing in order to avoid failures and errors
<b>CHAPTER 3 – APPLICATION DEVELOPMENT STANDARDS</b>	
Algorithm	Mathematical procedure for performing a computational task
DAUTOMAN	Programming language providing the basis controls of placing a piece of equipment into DCS Auto/Manual mode of control
Ethernet	Networking technology for local area networks using coaxial cable
Hexadecimal	Number system having sixteen as its base
Hysteresis	The lagging or retardation of the effect
Trending	Graphic display of historic values



## STANDARD TERMS AND CONDITIONS

**Materials Management  
Procurement**  
9875 N. 85<sup>th</sup> Avenue  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Professional Services Provider, (Consultant), certifies:
  - a. The submission of the offer did not involve collusion or other anti-competitive practices.
  - b. The Consultant shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
  - c. The Consultant has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the Consultant may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Consultant, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled 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 Consultant the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is 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, building or transportation facility or improvement to real property.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.



## STANDARD TERMS AND CONDITIONS

### Materials Management Procurement

9875 N. 85<sup>th</sup> Avenue  
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This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, 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 of the contract.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Consultant shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Consultant in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Consultant, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Consultant's offer. The Solicitation shall govern in all other matters not affected by the written contract.
6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Consultant.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **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.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will 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 for any purpose whatsoever. The Consultant is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Consultant should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its



## STANDARD TERMS AND CONDITIONS

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Procurement**  
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Fax: (623) 773-7118

option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.

13. **SUBCONTRACTS:** No subcontract shall be entered into by the Consultant with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime Consultant shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime Consultant shall be approved by the City and any cost savings will be reduced from the prime Consultant's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Consultant referred to herein. The Consultant is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the Consultant's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Consultant from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees for costs or damages for which the Consultant is legally responsible or for which the City is vicariously liable on account of the Consultant's willful or negligent acts, error or omissions.

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.

16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Consultant hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; 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 force majeure 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 this Contract.

Force majeure shall not include the following occurrences:

- a. Last minute failure of office equipment is not force majeure.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party



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in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he 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 the Contract.
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City 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 made pursuant to Paragraph 3 above.
20. **RIGHT TO INSPECT:** The City may, at reasonable times, inspect the part of the place of business of a Consultant or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Consultant warrants that all services delivered under this contract shall conform to the specifications of this contract. Consultant warrants that all services shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All services are subject to final inspection and acceptance by the City. Services failing to conform to the specifications of this Contract will be held at Consultant's risk and may be returned to the Consultant. If so returned, all costs are the responsibility of the Consultant. The City may elect to do any or all:
  - a. Waive the non-conformance.
  - b. Stop the work immediately.
  - c. Bring material into compliance.This shall be accomplished by a written determination for the City.
23. **TITLE AND RISK OF LOSS:** The title and risk of loss of service shall not pass to the City until the City actually receives the service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Consultant shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
26. **LICENSES:** Consultant shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Consultant as applicable to this Contract.
27. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Consultant or any other person except with the prior written permission of the City.
28. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.



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29. **COST OF PROPOSAL PREPARATION:** The City shall 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.
30. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.
31. **ADVERTISING:** Consultant shall not advertise or publish information concerning this Contract, without prior written consent of the City.
32. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
33. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
34. **DISCLAIMER:** The City of Peoria, Arizona provides current and complete solicitation information for registered Plan Holders only. Updates, amendments and related information regarding the solicitation contained herein will be delivered only to registered Plan Holders. The City assumes no liability or duty to so update or send any update to persons who are not Plan Holders. Any person who acquires these documents from any source other than the City website or directly from the Materials Management Division, has no assurance that the solicitation is valid. No person may amend this document, nor may any person publish it without this disclaimer.
35. **PAYMENT:** A separate invoice shall be issued for each service performed, and no payment will be issued prior to receipt of services and correct invoice.
36. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.
37. **PROHIBITED POLITICAL CONTRIBUTION:** Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.





# SPECIAL TERMS AND CONDITIONS

Solicitation Number: P13-0071

## Materials Management Procurement

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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for SCADA Programming Services.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Consultant.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for sixty (60) days after the opening time and date.
4. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the use of all City of Peoria departments, agencies and boards.
5. **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.  
  
Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.
6. **Term of Contract:** The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
7. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.
8. **Affirmative Action:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products and services.
9. **Pre-Proposal Conference:** A conference will be held at the Municipal Office Complex, Materials Management Division:
 

**ADDRESS:** 9875 N. 85<sup>th</sup> Avenue  
Peoria, Arizona 85345  
Point of View Room

**DATE:** April 29, 2013

**TIME:** 10:00 a.m., Arizona Time

The purpose of this conference will be to clarify the contents of this Request For Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request For Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and issue a written amendment to the Request For Proposal. Oral statements or instructions shall not constitute an amendment to this Request For Proposal.
10. **Proposal Format:** Proposals shall be submitted in one (1) original and five (5) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 1/2" & 11" paper with the text on one side only. All



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submittal information must contain data for only the local office(s) which will be performing the work. The proposals should be submitted in the maximum length requirements as specified:

- 1) **Technical Proposal Content** - the following items shall be addressed in the technical proposal submission.
  - a. **Project Understanding and Project Approach. (maximum 10 pages)**
    - i. Understanding of the Scope of Work. (1 page)
    - ii. Plan and Method of approach to accomplish the Scope of Work. (6 pages)
    - iii. Work plan and task schedule to accomplish the required Scope of Work. (2 pages)
    - iv. Overall firm and staff projected workload. (1 page)
    - v. Location of Work (1/2 page)
    - vi. Anticipated City involvement for successful completion of the required Scope of Work. (1/2 page)
  - b. **Firm's Experience/Similar Projects. (maximum 5 pages)**
    - i. Firm's list of Similar Projects completed within the last five (5) years.
  - c. **Staff's Capabilities and Assignments. (maximum 8 pages)**
    - i. Staff assignments for this project
    - ii. 1 page resumes.
  - d. **References from Similar Projects. (maximum 3 pages)**
    - iii. References from 3 projects of similar size and scope. Must be completed projects. Must include project description and services performed, final cost and specific contact information including name, title, phone number, and address.
11. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance. The final list will consist of the top 3-5 scoring firms.
  - a. Project Understanding and Project Approach. (300 points)
  - b. Firm's Experience/Similar Projects. (300points)
  - c. Staff's Capabilities and Assignments. (350 points)
  - d. Conformance to Request for Technical Proposals. (50 points)
12. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.
13. **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 30 minutes for a question and answer session. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on behalf of the Consultant. If work involves a major sub-consultant, the firms Project/Team Manager's presence may also be requested (by the City) at the interview.
14. **Interviews:** If interviews are needed, the final selection scoring will start over and be based on the presentation and interview scores only. The final list will consist of the top 3-5 scoring firms.
  - a. Presentation (500 points)
  - b. Interview Questions and Answers (500 points)



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15. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. **PRICES SHALL NOT BE READ.** After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.
16. **Price Adjustment:** The City of Peoria Purchasing Office will review fully documented requests for price increases after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Peoria Materials Management Division will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.
17. **Performance Warranty:** This section does not relieve Consultant from its obligation to provide Work and Materials/Design Materials appropriate to the purposes of this Project. Nothing in this Agreement creates any contractual liability between the City of Peoria and any Subcontractor; however, the City of Peoria is an intended third-party beneficiary of all contracts for services, all Subcontracts, purchase orders and other agreements between the Consultant and third parties. The Consultant must incorporate the obligations of this Agreement into its respective Subcontracts, supply agreements and purchase orders.
18. **Permits and Approvals:** Consultant agrees and undertakes to obtain necessary permits and approvals, as per the scope of work, from all local, state and federal authorities for the project. In all other cases, the consultant agrees to assist the city to obtain all necessary permits and approvals from all local, state, and federal authorities for the project.
19. **Scope of Work Deliverable:** The successful Consultant shall prepare and provide a detailed Scope of Work for the project. The finalized Scope of Work shall include the agreed upon approach, method, format, and timing to complete the project.
20. **Inspection:** All work shall be subject to inspection, surveillance, and test by the City at reasonable times during the performance of the contract. The Consultant shall provide and maintain an inspection system which is acceptable to the City.
21. **Ownership of Documents:** All materials/design materials (hardcopy or electronic), drawings, specifications, reports, and other data developed by the Consultant, its assigned employees or subconsultants pursuant to this Agreement shall become the property of the City of Peoria as prepared, whether delivered to the City of Peoria or not. Unless otherwise provided herein, all such data shall be delivered to the City of Peoria or its designee upon completion of the agreement or at such other times as the City of Peoria or its designee may request.  

The City of Peoria shall indemnify and hold harmless the Consultant, its Subcontractors, Subconsultants, and their respective agents and employees from and against all claims, liabilities, demands, actions, costs and expenses (including attorneys' fees and costs) (collectively, "Claims") arising from any use by the City of Peoria, its successors or assigns of such Materials/Design Materials if reuse, modifications or amendments of any such materials/design materials are made without the prior consent and involvement of the Consultant.
22. **Use of Materials/Design Materials:** The City of Peoria shall have unlimited rights to copy and use in connection with the Project all Materials/Design Materials, including the right to use same on the Project at no additional cost to the City of Peoria, regardless of degree of completion, provided that said services performed have been fully paid for as required by the terms of this Agreement exclusive of amounts disputed by City of Peoria in good faith. The Consultant agrees to and does hereby grant to the City of Peoria and any assignee or successor of the City of Peoria as owner of the Project a royalty-free license to any such Materials/Design Materials as to which the Consultant may assert any rights under the patent or copyright laws. The Consultant hereby assigns outright and exclusively to the City of Peoria all copyrights of the Project. The Consultant, as part of its agreements with any Subcontractor or Subconsultant, will secure such license and use rights from each such entity, and shall defend, indemnify and hold the City of Peoria and any successors or assigns harmless from any claims from such for claims by such entities for copyright or patent infringement.
23. **Investigation of Conditions:** The Consultant warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which is performed and enters into this contract based upon the Consultants own investigation.



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24. **Compensation:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred in connection with the project; including but not limited to, telephone and other communications, reproduction of documents, special consultants (as approved by the City) and computer costs.
25. **Acceptance:** Determination of the acceptability of work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.
26. **Payments:** The City shall pay the Consultant monthly, based upon work performed and completion to date, and upon submission of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.
27. **Insurance Requirements:** The Consultant, at Consultant's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

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 the City, constitute a material breach of this Contract.

The Consultant's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Consultant's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Consultant shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Consultant to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and endorsements. The City shall not be obligated, however, to review same or to advise Consultant of any deficiencies in such policies and endorsements, and such receipt shall not relieve Consultant from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Consultant's obligations under this Contract.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

28. **Required Insurance Coverage:**

a. **Commercial General Liability**

Consultant shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011207 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.



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The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20370704, and shall include coverage for Consultant's operations and products and completed operations.

If required by this Contract the Consultant subletting any part of the work, services or operations awarded to the Consultant shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Consultant Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Consultant's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Consultant's Commercial General Liability insurance.

b. **Automobile Liability**

Consultant shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Consultant's any owned, hired, and non-owned vehicles assigned to or used in performance of the Consultant's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00010306, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards.

c. **Workers' Compensation**

The Consultant shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Consultant will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Consultant.

d. **Professional Liability**

The Consultant retained by the City to provide the work or service required by this Contract will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Consultant, or any person employed by the Consultant, with a limit of not less than \$1,000,000 each claim.

29. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Consultant shall furnish the City with Certificates of Insurance, and formal endorsements as required by the Contract, issued by Consultant's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

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 the Consultant's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid serial number and title. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

30. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed with respect to coverage or rating of carrier. All other changes shall be with thirty (30) days prior written notice to the City.

31. **Independent Contractor:**

a. **General**

- i. The Consultant acknowledges that all services provided under this Agreement are being provided by him as an independent Consultant, not as an employee or agent of the City Manager or the City of Peoria.



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ii. Both parties agree that this Agreement is nonexclusive and that Consultant is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. Liability

- i. The City of Peoria shall not be liable for any acts of Consultant outside the scope of authority granted under this Agreement or as the result of Consultant's acts, errors, misconduct, negligence, omissions and intentional acts.
- ii. To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees for costs or damages for which the Consultant is legally responsible or for which the City is vicariously liable on account of the Consultant's willful or negligent acts, errors or omissions.

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.

c. Other Benefits

The Consultant is an independent Consultant, therefore, the City Manager will not provide the Consultant with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Consultant acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Consultant.

32. **Key Personnel:** It is essential that the Consultant provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Consultant must agree to assign specific individuals to the key positions.

- a. The Consultant agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
- b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Consultant shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

33. **Confidential Information:**

- a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.
- b. The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
- c. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
- d. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.

34. **Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria's Identity Theft Program and to report to the Program Administrator



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: P13-0071

Materials Management  
Procurement  
9875 N. 85<sup>th</sup> Avenue  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:

- a. Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.
  - b. Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves the right to restrict the use of any non-secure websites under this contract.
  - c. Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contracts retention requirements.
  - d. Ensure that office computers are password protected and that computer screens lock after a set period of time.
  - e. Ensure that offices and workspaces containing customer information are secure.
  - f. Ensure that computer virus protection is up to date.
35. **Confidentiality of Records:** The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under the contract. These provisions shall not restrict the Design Professional from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction.
36. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific service awarded by the issuance of a purchase order to the appropriate Consultant. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded service that cites the correct contract number is the only document required for the department to order and the Consultant to deliver the service.
- Any attempt to represent any service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Consultant.
37. **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.
38. **Licenses:** Consultant shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Consultant as applicable to this Contract.
39. **City of Peoria Business License:** Peoria City Code requires that all persons conducting business in the City of Peoria must first obtain a license. This includes businesses within the Peoria city limits, or those outside the limits who conduct business or perform services within Peoria. For business license questions or to obtain a license, please contact the City of Peoria Sales Tax & License Division at (623) 773-7160 or via email at [salestax@peoriaAZ.gov](mailto:salestax@peoriaAZ.gov).
40. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the Consultant to carry out any obligation, term or condition of the contract. The City will issue written notice to the Consultant for acting or failing to act as in any of the following:
- a. The Consultant provides material that does not meet the specifications of the contract;
  - b. The Consultant fails to adequately perform the services set forth in the specifications of the contract;



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: P13-0071

**Materials Management  
Procurement**  
9875 N. 85<sup>th</sup> Avenue  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

- c. The Consultant fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
- d. The Consultant fails to make progress in the performance of the contract and/or gives the City reason to believe that the Consultant will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the Consultant shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the Consultant to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

- a. Cancel any 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 Consultant;
- 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 Consultant by:
  - i. Deduction from an unpaid balance;
  - ii. Or any other remedies as provided by law.

41. **Project Travel Reimbursable Expenses:** If travel expenses are allowed as part of the contract the reimbursable expenses will be as follows. All expenses will be billed to the City at cost without markup. Copies of bills for expenses are to be submitted with the invoice. Travel time to and from job site is excluded from this contract. There will be no allowances for parking or personal car mileage. No incidentals for travel of any kind are allowed under this contract.

The following is a list of allowable travel expenses under this contract agreement:

- a. Transportation:
  - i. Air Transportation – coach class fares, minimum 14 days advanced purchase, unless otherwise agreed upon.
  - ii. Car Rental – mid size car, gas for rental car (City assumes no liability regarding additional insurance costs).
- b. Lodging and Meals:
  - i. Meals – three meals per day, at the current federal per diem rate for Maricopa County.
  - ii. Lodging – not to exceed the current federal rate for Maricopa County. Vendors are encouraged to stay in hotels located within the City of Peoria when practical. A listing of accommodations within Peoria can be found on the following website: <http://www.peoriaaz.gov/NewSecondary.aspx?id=51353>

42. **Protest Policy and Procedures:** The City of Peoria protest policy and procedures are available for review at the following public websites as per ARS 34-603.C.2(f).

- a. The City of Peoria Protest Policy and Procedures are available online at <http://www.peoriaaz.gov/content2.aspx?ID=2071>

The policy is contained within the City of Peoria Procurement Code, Chapter 2- Administration, section 2-321. Procurement Code Protests; Informal and Formal.

- b. The specific protest procedures are contained in the Materials Management “Administrative Guidelines” and can be accessed at <http://www.peoriaaz.gov/content2.aspx?ID=2141> under the “Learn more About” box on the right side of the web page.





## SCOPE OF WORK

Solicitation Number: P13-0071

### Materials Management Procurement

9875 N. 85<sup>th</sup> Avenue  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

### BACKGROUND

The City of Peoria is searching for a qualified firm to provide on-call instrumentation and control design and programming services for existing and new Supervisory Control and Data Acquisition (SCADA) systems and equipment located at various water and wastewater facilities in Peoria, Arizona.

### GENERAL

This Scope of Work describes the type of services to be provided to the City by the selected firm (Consultant).

The services to be performed by the Consultant will vary in magnitude and complexity but could include any or all of the following elements:

1. Peoria Staff Coordination
2. Development of SCADA Programming Standards
3. Instrumentation and Control System Design
4. Equipment and System Programming
5. Record Drawings

### PEORIA STAFF COORDINATION

Coordinate with Peoria operations staff to understand the various SCADA equipment and software and their intended functions as used by the City. This includes:

- Programming Logic Controllers (PLC) utilizing various languages and communication protocols
- Panel mounted Operator Interface Terminals (OIT)
- Panel mounted HMI Touchscreen Computers
- PC Based Servers
- Various monitoring and control devices (flow meters, power quality monitors, level sensors, etc.)
- Various PLC and HMI software
- I-Historian Reports and Reporting

### SCADA PROGRAMMING STANDARDS

Research and obtain information about the City's standard SCADA operating procedures, equipment and software. Assist the City with preparation of a 'SCADA Programming Standards' document.

### INSTRUMENTATION AND CONTROL SYSTEM DESIGN

Consultant may be utilized to provide design services for plant and remote water/wastewater facility



## SCOPE OF WORK

Solicitation Number: **P13-0071**

### Materials Management Procurement

9875 N. 85<sup>th</sup> Avenue  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

instrumentation and control systems. This may include preparation of P&ID drawings.

### EQUIPMENT AND SYSTEM PROGRAMMING

Consultant will provide on-call programming services for various systems including, but not limited to, the items below:

- Implementation of Monitoring and Control System designs utilizing City Standards
- Existing PLC and HMI software troubleshooting, testing and debugging
- Software Development
- Database Management
- HMI Screen Management
- Trend Setup and Reports
- System Backups
- System Documentation

### RECORDS DRAWINGS

Consultant may be asked to provide as-built drawings of existing water/wastewater facility instrumentation and control systems.

### EXPECTED REQUIREMENTS

The selected consultant will have demonstrated the following qualifications and experience:

- Programming experience with major PLC products and languages
- Expertise in SCADA HMI programming packages and local operator displays
- Troubleshooting experience for this type of equipment and software
- Design of instrumentation and control systems



## QUESTIONNAIRE

Solicitation Number: P13-0071

**Materials Management  
Procurement**  
9875 N. 85<sup>th</sup> Avenue  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

**Offerors are to indicate below any exceptions they have taken to the Terms, Conditions, or Scope of Work:**

- No Exceptions.
- Offeror takes the following Exceptions:



## QUESTIONNAIRE

Solicitation Number: P13-0071

**Materials Management  
Procurement**  
9875 N. 85<sup>th</sup> Avenue  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes \_\_\_\_\_, No  \_\_\_\_\_.

If yes, please provide details and documentation of the certification.



# CONTRACT AMENDMENT

Solicitation No. P13-0071

Page 1 of 1

Description: Instrumentation and Control Design and Programming Services

Amendment No. One (1)

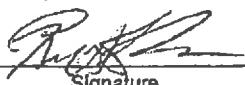
Date: 5/20/14

Materials Management  
Procurement  
9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, AZ 85345  
Telephone: (623) 773-7115  
Fax: (623) 773-7118  
Buyer: Jennifer Miller

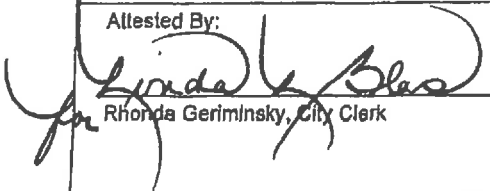
In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 7/31/14.

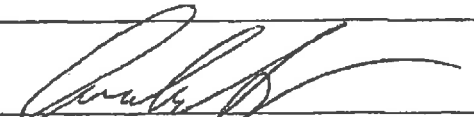
The New Contract Term: 8/1/14 to 7/31/15

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

 Signature	<u>6-9-14</u> Date	Robert Simpson Typed Name and Title	<u>Vertech Industrial Systems, LLC</u> Company Name
<u>4409 E. Baseline Rd., #127</u> Address	<u>Phoenix</u> City	<u>AZ</u> State	<u>85042</u> Zip Code

Attested By:

  
Rhonda Geriminsky, City Clerk

  
Director: Andrew Granger, Engineering Director

  
Project Manager: Daniel Kiel, Civil Engineer

Approved as to Form:

  
Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed:

June 12, 2014 at Peoria, Arizona

  
Dan Zenko, Materials Manager



City Seal  
Copyright 2003  
City of Peoria, Arizona



# CONTRACT AMENDMENT

Solicitation No. P13-0071

Page 1 of 1

Description: Instrumentation and Control Design and Programming Services

Amendment No. Two (2)

Date: 5/6/15

### Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, AZ 85345  
Telephone: (623) 773-7115  
Fax: (623) 773-7118

Buyer: Jennifer Miller

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 7/31/15. The New Contract Term is: 8/1/15 to 7/31/16

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

 6/04/15  
Signature Date

Robert Simpson  
Typed Name and Title

Vertech Industrial Systems, LLC  
Company Name

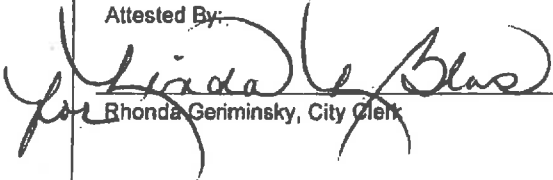
4409 E. Baseline Rd., #127  
Address

Phoenix  
City


AZ  
State

85042  
Zip Code

Attested By:

  
Rhonda Geriminsky, City Clerk

  
Director: Andrew Granger, Engineering Director

  
Project Manager: Daniel Kiel, Civil Engineer

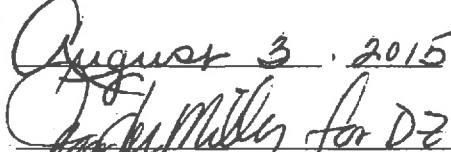
Approved as to Form:

  
Stephen M. Kemp, City Attorney

CC Number

ACON27513B  
Contract Number

The above referenced Contract Amendment is hereby Executed:

August 3, 2015, at Peoria, Arizona  
  
Dan Zenko, Materials Manager



City Seal  
Copyright 2003  
City of Peoria, Arizona



# CONTRACT AMENDMENT

Solicitation No. P13-0071

Page 1 of 1

Description: Instrumentation and Control Design and Programming Services

Amendment No. Three (3)

Date: 5/11/16

**Materials Management Procurement**  
9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, AZ 85345  
Telephone: (623) 773-7115  
Fax: (623) 773-7118  
Buyer: Jennifer Miller

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 7/31/16.

The New Contract Term is: 8/1/16 to 7/31/17.

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

7-18-16  
Date

Robert Simpson  
Typed Name and Title

Vertech Industrial Systems, LLC  
Company Name

4409 E. Baseline Rd., #127  
Address

Phoenix  
City

AZ  
State

85042  
Zip Code

Attested By:

for Rhonda Geriminsky, City Clerk



City Seal  
Copyright 2003  
City of Peoria, Arizona

CC Number

ACON27513C  
Contract Number

Director: Andrew Granger, Engineering Director

Project Manager: Daniel Kiel, Civil Engineer

Approved as to Form:

City Attorney

The above referenced Contract Amendment is hereby Executed:

Aug 1 2016. at Peoria, Arizona

Dan Zenko, Materials Manager

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
VERTECH INDUSTRIAL SYSTEMS, LLC**

**EXHIBIT B  
Scope of Work**

**PROJECT**

Vertech Industrial Systems, LLC will provide on-call instrumentation and control design and programming services for existing and new Supervisory Control and Data Acquisition (SCADA) systems and equipment located at various water and wastewater facilities in Glendale, Arizona.





## SCOPE OF WORK

Solicitation Number: P13-0071

### Materials Management Procurement

9875 N. 85<sup>th</sup> Avenue  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

### BACKGROUND

The City of Peoria is searching for a qualified firm to provide on-call instrumentation and control design and programming services for existing and new Supervisory Control and Data Acquisition (SCADA) systems and equipment located at various water and wastewater facilities in Peoria, Arizona.

### GENERAL

This Scope of Work describes the type of services to be provided to the City by the selected firm (Consultant).

The services to be performed by the Consultant will vary in magnitude and complexity but could include any or all of the following elements:

1. Peoria Staff Coordination
2. Development of SCADA Programming Standards
3. Instrumentation and Control System Design
4. Equipment and System Programming
5. Record Drawings

### PEORIA STAFF COORDINATION

Coordinate with Peoria operations staff to understand the various SCADA equipment and software and their intended functions as used by the City. This includes:

- Programming Logic Controllers (PLC) utilizing various languages and communication protocols
- Panel mounted Operator Interface Terminals (OIT)
- Panel mounted HMI Touchscreen Computers
- PC Based Servers
- Various monitoring and control devices (flow meters, power quality monitors, level sensors, etc.)
- Various PLC and HMI software
- I-Historian Reports and Reporting

### SCADA PROGRAMMING STANDARDS

Research and obtain information about the City's standard SCADA operating procedures, equipment and software. Assist the City with preparation of a 'SCADA Programming Standards' document.

### INSTRUMENTATION AND CONTROL SYSTEM DESIGN

Consultant may be utilized to provide design services for plant and remote water/wastewater facility



## SCOPE OF WORK

Solicitation Number: **P13-0071**

### Materials Management Procurement

9875 N. 85<sup>th</sup> Avenue  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

instrumentation and control systems. This may include preparation of P&ID drawings.

### EQUIPMENT AND SYSTEM PROGRAMMING

Consultant will provide on-call programming services for various systems including, but not limited to, the items below:

- Implementation of Monitoring and Control System designs utilizing City Standards
- Existing PLC and HMI software troubleshooting, testing and debugging
- Software Development
- Database Management
- HMI Screen Management
- Trend Setup and Reports
- System Backups
- System Documentation

### RECORDS DRAWINGS

Consultant may be asked to provide as-built drawings of existing water/wastewater facility instrumentation and control systems.

### EXPECTED REQUIREMENTS

The selected consultant will have demonstrated the following qualifications and experience:

- Programming experience with major PLC products and languages
- Expertise in SCADA HMI programming packages and local operator displays
- Troubleshooting experience for this type of equipment and software
- Design of instrumentation and control systems

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
VERTECH INDUSTRIAL SYSTEMS, LLC**

**EXHIBIT C**

**METHOD AND AMOUNT OF COMPENSATION**

Method and amount of compensation is provided in the City of Peoria Contract ACON27513.

**NOT TO EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$150,000 annually or \$300,000 for the entire term of the Agreement.

**DETAILED PROJECT COMPENSATION**

See attached Exhibit C



**Scheduled Services**

Control system consulting or repair services scheduled more than one week in advance are considered scheduled services.

**High Priority Services**

For High Priority services, if control system consulting or repair services are required with less than one week advance notice, a minimum 48 hour notice is required.

**Emergency Services**

Occasionally circumstances such as plant outages or equipment failures require a rapid response. For emergency services, a minimum four (4) hour notice is required.

**High Priority and Emergency Rates**

The rates presented below are for scheduled services. For High Priority and Emergency services, clients may be invoiced at overtime rates at Vertech's sole discretion.

**Engineering / Programming:**

Type	Rate*	Example
Programmer 3	\$130.00/hour	John Wolnisty, Steven Gontarz (Category 3)
Programmer 2	\$120.00/hour	John James, Kris Grindstaff (Category 2)
Programmer 1	\$110.00/hour	Jesse Wilson, Chad Charman (Category 1)

**Technicians, Level 1, 2, 3:**

Type	Rate*
Level 3	\$90.00/hour
Level 2	\$75.00/hour
Level 1	\$65.00/hour

**Travel and Expenses**

Travel time is charged from the time our personnel leave the office to the time they arrive on the job site. Travel time is billed at half the applicable rate as defined above. Travel expenses are charged as follows:

Cost	Charge
Mileage	GSA Mileage
Materials	Cost plus 20%

\* Overtime will be invoiced at 1 1/2 times the standard rate on any time accrued over 40 hours per week.



## Legislation Description

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**File #: 16-479, Version: 1**

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**AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE LINKING AGREEMENT WITH SUMMIT ELECTRIC SUPPLY COMPANY, INC., AND APPROVE THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF ELECTRICAL PARTS**

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

**Purpose and Recommended Action**

This is a request for City Council to authorize the City Manager to amend the linking agreement C-10913 with Summit Electric Supply Company, Inc., (Summit) for the purchase of electrical parts; and approve the increase of expenditure of funds in an amount not to exceed \$250,000 for this amendment, and authorize the City Manager, at his discretion, to extend the agreement for four additional one-year terms, in an amount not to exceed \$1,250,000 for the entire term.

**Background**

On June 14, 2016, Council authorized the linking agreement with Summit and expenditure of funds in an amount not to exceed \$100,000 through February 5, 2017. This cooperative purchase is available through an agreement between City of Tempe and Summit, contract no. T16-101-03, and can be extended through February 5, 2021.

As most vendors do not supply parts for all brands or types of equipment, the City has contracted with multiple electrical suppliers. After assessing the electrical needs for the future, additional electrical components from Summit are needed and will require an increase in this agreement.

**Analysis**

The increase in the contract amount to \$250,000 will provide for additional funding to rehabilitate, update, and replace capital equipment.

The City of Glendale Materials Management and the City Attorney's Office have reviewed and approved the utilization of the agreement for the defined services, and concur the cooperative purchase is in the best interest of the city.

**Budget and Financial Impacts**

Funding is available in the Water Services FY2016-17 operating and capital budgets. Annual budget appropriation thereafter is contingent upon Council approval. The budget will be encumbered only as electrical parts are needed.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$250,000</b>	<b>2360-17160-523400, Arrowhead Water Reclamation Facility</b>
	<b>2360-17170-523400, West Area Water Reclamation Facility</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>
	<b>2400-61048-523400, City Well Rehab</b>
	<b>2400-61054-523400, Distribution System Improvements</b>

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

AMENDMENT NO. 1  
LINKING AGREEMENT WITH SUMMIT ELECTRIC SUPPLY CO, INC.  
(City of Tempe Contract No. T16-101-03, Contract No. C-10913)

This Amendment No. 1 (“Amendment”) to the Linking Agreement with Summit Electric Supply Co. Inc. (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Summit Electric Supply Co, Inc., a New Mexico corporation authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Summit Electric Supply Co, Inc. (“Contractor”) previously entered into Linking Agreement, Contract No. C-10913, dated June 14, 2016 (“Agreement”); and
- B. The City of Tempe Contract No. T16-101-03 had an initial one-year term beginning February 6, 2016 to February 5, 2017 with the option to extend an additional four (4) years in one-year increments; and
- C. The Original City of Tempe Contract, as amended, expires on February 5, 2017 and the City and Contractor previously entered the Agreement to match the expiration date of the Original Agreement and it will expire on February 5, 2017; and
- D. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

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

- 1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
- 2. **Term.** The term of the Agreement remains unchanged and will expire on February 5, 2017.
- 3. **Scope of Work.** The Scope of Work is unchanged.
- 4. **Compensation.** The compensation of the Agreement is amended and shall not exceed \$250,000 annually.
- 5. **Insurance Certificate.** Current certificate will expire on January 1, 2017 and a new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.

6. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
7. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.
8. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

CITY OF GLENDALE, an Arizona  
municipal corporation

---

Kevin R. Phelps, City Manager

ATTEST:

---


Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

---

Michael D. Bailey, City Attorney

Summit Electric Supply Co, Inc.,  
a New Mexico corporation

  
By: Craig Gibson  
Its: Account Manager





## Legislation Description

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**File #: 16-480, Version: 1**

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**AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH HENNESSY MECHANICAL SALES, LLC, AND APPROVE THE EXPENDITURE OF FUNDS FOR EQUIPMENT REPAIR AND MAINTENANCE**

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

**Purpose and Recommended Action**

This is a request for City Council to authorize the City Manager to enter into a linking agreement with Hennesy Mechanical Sales, LLC, (Hennesy) for equipment repair and maintenance; approve the expenditure of funds in an amount not to exceed \$250,000 for the initial term; and authorize the City Manager, at his discretion, to extend the agreement for two additional two-year terms, in an amount not to exceed \$1,250,000 for the entire term of the agreement. This cooperative purchase is available through an agreement between the City of Chandler and Hennesy, agreement no. WA5-936-3480, and can be extended through June 30, 2021.

**Background**

The City's water treatment and distribution; and wastewater collection and treatment systems include an array of pumps, mixers, processing and filtering equipment. From time to time, this equipment needs rehabilitating or replacing. Even though the system has redundant and backup equipment available, the loss of equipment reduces the service level capacity. So 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.

The City has contracted with multiple repair vendors as most vendors do not repair all brands or types of equipment and some have exclusive responsibilities for specific manufacturers. The City intends to contract with additional firms as they become available.

**Analysis**

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

On June 12, 2015, the City of Chandler entered into an agreement, agreement no. WA5-936-3480, for the repair and maintenance of equipment. This agreement permits its cooperative use by other governmental agencies. The City of Glendale Materials Management and the City Attorney's Office have reviewed and approved the utilization of the agreement for the defined services, and concur the cooperative purchase is in

the best interest of the city.

**Previous Related Council Action**

On September 27, 2016 Council approved Amendment #2 to the linking agreement with Weber Water Resources, LLC to extend the terms of the agreement and increase the amount for the rehabilitation and update of pumps at various water and wastewater facilities.

On September 27, 2016 Council approved Amendment #2 to the linking agreement with Layne Christensen Company to extend the terms of the agreement and increase the amount for the rehabilitation and update of pumps at various water and wastewater facilities.

**Community Benefit/Public Involvement**

Maintained equipment ensures reliable and sufficient water and wastewater services for the community.

**Budget and Financial Impacts**

Funding is available in the Fiscal Year 2016-17 Water Services operating budget. Annual budget appropriation thereafter is contingent upon Council approval. The budget will be encumbered only as electrical parts are needed.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$250,000</b>	<b>2360-17160-523400, Arrowhead Water Reclamation Facility</b>
	<b>2360-17170-523400, West Area Water Reclamation Facility</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>2400-17290-523400, Water Distribution</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  
HENNESY MECHANICAL SALES, 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 Hennesy Mechanical Sales, LLC., an Arizona limited liability company ("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 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

**AGREEMENT**

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

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement purchases can be made by governmental entities from the date of award, which was 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 be extended 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 Manager or designee, 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 renewal.

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

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

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed two hundred fifty thousand dollars (\$250,000) annually or one million two hundred fifty thousand dollars (\$1,250,000) for the entire term of the Agreement (initial term plus any renewals).

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

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

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

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

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

9. 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

Hennesy Mechanical Sales, LLC.  
c/o Jeff Pals  
201 S 26th Street  
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: \_\_\_\_\_

Kevin R. Phelps  
City Manager

"Contractor"

Hennesy Mechanical Sales, LLC.,  
an Arizona limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Jeff Pals*  
JEFF PALS  
VICE PRESIDENT SALES

ATTEST:

\_\_\_\_\_  
Julie K. Bower (SEAL)  
City Clerk

APPROVED AS TO FORM:

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

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
HENNESY MECHANICAL SALES, LLC.**

**EXHIBIT A**

Water Wastewater Equipment Repair and Maintenance Agreement #WA5-936-3480

18-2361

**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 Hennesy Mechanical Sales, L.L.C., hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR represents that CONTRACTOR has the expertise and is qualified to perform the services described in the Agreement.

NCW 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, building 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 Administrator: Procurement Officer

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: Hennesy Mechanical Sales, LLC.  
 Contact: Jeff Pals  
 Address: 201 S 26<sup>th</sup> Street  
 City, State, Zip Phoenix, AZ 85034  
 Phone: 602-996-3044  
jeff@hennesymech.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.
- 15. 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 12  
day of June, 2015.

FOR THE CITY OF CHANDLER

Jay Libbraeny  
Mayor

FOR THE CONTRACTOR

By: [Signature]  
Signature

APPROVED AS TO FORM:

Cynthia Haglin for  
City Attorney

ATTEST: If Corporation

\_\_\_\_\_  
Secretary

ATTEST:

Maureen Padash  
City Clerk

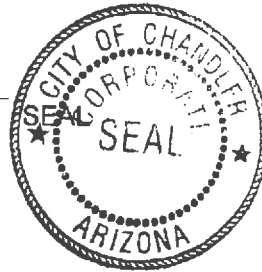


EXHIBIT A

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:		
Name (as listed in the contract):		
Street Name and Number:		
City:	State:	Zip Code:

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: E. P. Hennessey Sr.

Title: President

Date (month/day/year): 5/18/15

**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. **(Not included in this agreement)**

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.

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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.

**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.		No
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>	
Laborer - Field	\$/Hour	\$ 26.00
Laborer - Shop	\$/Hour	\$ 26.00
Machinist - Field	\$/Hour	\$ 65.00
Machinist - Shop	\$/Hour	\$ 43.50
Mechanic - Field	\$/Hour	\$ 43.50
Mechanic - Shop	\$/Hour	\$ 43.50
Welder - Field	\$/Hour	\$ 43.50
Welder - Shop	\$/Hour	\$ 43.50
Operator - Field	\$/Hour	\$ 43.50
Supervisor - Field	\$/Hour	\$ 43.50
Technician - Field	\$/Hour	\$ 43.50
Multiplier for Overtime, Weekend and Holiday Work	Multiplier	\$ 1.50
Multiplier for Confined Space work	Multiplier	133%
One time Set Up charge for confined space (price per job including equipment and labor for set up of confined Space)	Each	\$ 418.00
<b>Equipment</b>		

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
HENNESY MECHANICAL SALES, LLC.**

**EXHIBIT B**  
Scope of Work

**PROJECT**

Hennesy Mechanical Sales, LLC, will provide equipment repair and maintenance for water and wastewater equipment throughout Glendale, Arizona.



**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.

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**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
HENNESY MECHANICAL SALES, LLC.**

**EXHIBIT C**

**METHOD AND AMOUNT OF COMPENSATION**

Method and amount of compensation is provided in the Water Wastewater Equipment Repair and Maintenance 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 must not exceed \$250,000 annually or \$1,250,000 for the entire term of the Agreement.

**DETAILED PROJECT COMPENSATION**

See attached Exhibit C

**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
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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>	
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Multiplier for Confined Space work	Multiplier	133%
One time Set Up charge for confined space (price per job including equipment and labor for set up of confined Space)	Each	\$ 418.00
<b>Equipment</b>		

<b>Type 1 equipment</b>	UM	
Pickup Truck	\$/Hour	\$ 53.40
Crane Truck	\$/Hour	\$ 65.00
Pump Service Truck	\$/Hour	\$ 65.00
Tractor Trailer & Driver	\$/Hour	\$ 50.00
Portable Welding Machine	\$/Hour	\$ 38.00
Concrete Pump	\$/Hour	
<b>Type 2 equipment</b>	NA	
<b>Non OEM Parts and Equipment</b>	%	
Parts Mark-up for items with an invoiced cost of less than \$9,999 / ea	%	25%
Parts Mark-up for items with an invoiced cost of greater than \$10,000 / ea	%	20%
Subcontractor Mark-Up	%	25%
Rental Equipment Mark-Up	%	25%
<b>OEM Parts and Equipment</b>		
-	% Discount From List	% Discount From List
<b><u>Pumps:</u></b>		
Fairbanks Morse Pumps		Cost + 30%
Wemco		Cost + 30%
<b><u>Motors:</u></b>		
U.S.		Cost + 30%
<b><u>Chemical Metering Pumps:</u></b>		
Moyno		Cost + 30%
<b><u>Mixers:</u></b>		
Philadelphia Mixers		Cost + 30%
<b><u>Water Filters:</u></b>		
Tekleen		Cost + 30%



Legislation Description

**File #:** 16-481, **Version:** 1

**AUTHORIZATION TO ENTER INTO A SERVICES AGREEMENT WITH ACCESS SECURITY SERVICES INTERNATIONAL, INC., DOING BUSINESS AS ASSI SECURITY OF ARIZONA, AND APPROVE THE EXPENDITURE OF FUNDS TO PROVIDE AND INSTALL CCTV AND ELECTRONIC ACCESS CONTROLS**

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

**Purpose and Recommended Action**

This is a request for City Council to authorize the City Manager to enter into a services agreement with Access Security Services International, Inc., dba ASSI Security of Arizona (ASSI), to provide CCTV and electronic access controls, and approve expenditure of funds in an amount not to exceed \$79,100.

**Background**

The City has three water treatment plants, two water reclamation facilities, several groundwater wells, and numerous other facilities that are monitored by closed circuit television (CCTV) 24 hours every day. Several locations' systems have reached the end of their life cycle and need to be replaced. This project will replace the camera systems at four locations and update the facility electronic access controls. The project will also add equipment to areas needing additional surveillance.

**Analysis**

The department received three quotes from qualified vendors to provide and install the CCTV and access equipment. ASSI submitted the lowest responsive, responsible quote and was selected as the provider.

**Community Benefit/Public Involvement**

Securing the water and wastewater treatment facilities is key to providing safe and reliable water and sewer services for the community. Water services are listed as critical infrastructure under Home Land Security and Presidential directives.

**Budget and Financial Impacts**

Funding is available in the Water Services Fiscal Year 2016-17 capital budget.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$79,100</b>	<b>2400-61023-551000, Water Security Systems</b>

Capital Expense? Yes



Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**SERVICES AGREEMENT  
(Not Construction Related)**  
SECURITY ACCESS CONTROL AND CCTV PROJECT

This Services Agreement ("Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City") and Access Security Systems International, Inc. an Arizona corporation dba ASSI Security of Arizona ("Consultant") as of the \_\_\_\_ day of \_\_\_\_\_, 2016 ("Effective Date").

**RECITALS**

- A. City intends to undertake a project for the benefit of the public and with public funds (the "Project");
- B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Project Scope of Work ("Scope");
- C. Consultant desires to provide City with services ("Services") consistent with industry-best 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 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.

2. **Schedule**. The Services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project. Nevertheless, this Agreement terminates one year from the effective date.

**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.

- a. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.
- b. Consultant must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Consultant will require any Sub-contractor to be bound to the same requirements as stated within this section. Consultant, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Work Product.

- a. Ownership. Upon receipt of payment for Services furnished, Consultant grants to City exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
  - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
  - (2) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
  - (1) City may reuse the Work Product at its sole discretion.
  - (2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.
  - (3) In such case, City will also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

- 4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed \$79,100 as specifically detailed in **Exhibit D** ("Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.
  - a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.
  - b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.
  - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.
- 4.3 Allowances. An "Allowance" may be identified only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.

- a. As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts and any unused allowance at the completion of the Project will remain with City.
- b. Consultant may not add any mark-up for work identified as an Allowance and which is to be performed by a Subconsultant.
- c. Consultant will not use any portion of an Allowance without prior written authorization from the City.
- d. Examples of Allowance items include, but are not limited to, subsurface pothole investigations, survey, geotechnical investigations, public participation, radio path studies and material testing.

**5. Billings and Payment.**

5.1 Applications.

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

5.2 Payment.

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

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

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

**6. Termination.**

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

- a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.

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

- a. Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than

the equitable amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provisions of Sec. 5.

- b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

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

8. **Insurance.** For the duration of the term of this Agreement, Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Consultant, its agent(s), representative(s), employee(s) and any subcontractors.

8.1 **Minimum Scope and Limit of Insurance.** Coverage must be at least as broad as:

- a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
- c. Worker's Compensation: Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.

8.2 **Other Insurance Provisions.** The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:

- a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Consultant or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.
- b. For any claims related to this Project, the **Consultant's insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.

8.3 **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 Consultant has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.

- 8.4 **Waiver of Subrogation.** **Consultant hereby agrees to waive its rights of subrogation which any insurer may acquire** from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agent(s) and subcontractor(s).
- 8.5 **Verification of Coverage.** Within 15 days of the Effective Date of this Agreement, Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Consultant's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.
- Consultant's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Consultant to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.
- 8.6 **Subcontractors.** Consultant 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 Consultant, the Project or the insurer.
9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Consultant warrants its compliance and that of its Subconsultants with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Consultant or Subconsultant's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Consultant and Subconsultant warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The Consultant and Subconsultant shall cooperate with the City's random inspections, including granting the City entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.
10. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.
11. **Notices.**
- 11.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
- The Notice is in writing; and
  - Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).
  - 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.

11.2 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:

ASSI Security of Arizona  
 c/o Aaron Abril  
 21602 N 20<sup>th</sup> Ave  
 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 Anthony Weathersby  
 7070 W Northern Ave  
 Glendale, Arizona 85303

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.

**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, if any,, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

12.2 Interpretation.

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

12.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

12.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.

12.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

12.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.

12.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

13. **Term.** The term of this Agreement commences upon the effective date and continues for a one year period. There are no automatic renewals.

14. **Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

15. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Scope of Work
Exhibit C	Schedule
Exhibit D	Compensation

[SIGNATURES ON FOLLOWING PAGE.]



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

City of Glendale,  
an Arizona municipal corporation

\_\_\_\_\_  
By: Kevin R. Phelps  
Its: City Manager

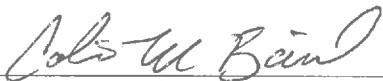
ATTEST:

\_\_\_\_\_  
Julie K. Bower  
City Clerk (SEAL)

APPROVED AS TO FORM:

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

Access Security Systems International, Inc. an  
Arizona corporation dba ASSI Security of  
Arizona

  
\_\_\_\_\_  
By: COLIN M. BANN  
Its: Authorized Representative  
GENERAL MANAGER

**EXHIBIT A**  
**Services Agreement**

**PROJECT**

Project will include installation of CCTV and Hirsch Electronic access controls at Water Services locations.

**EXHIBIT B**  
**Services Agreement**

SCOPE OF WORK

ASSI Security of Arizona will provide service for the installation of security upgrades at several Water Services locations. This work will include additional CCTV and Hirsch Electronic access controls at entry doors. This work will be at the UV Building and Administration building located at the Arrowhead Water Reclamation Facility. Work will also be done at the Mechanical building and Administration building at the Cholla Water Treatment Plant.

**EXHIBIT C**  
**Services Agreement**

**SCHEDULE**

Work will be completed based on agreed schedule between City of Glendale Water Services and ASSI Security of Arizona.

**EXHIBIT D**  
**Services Agreement**

**COMPENSATION**

**NOT-TO-EXCEED AMOUNT**

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed \$79,100.

**DETAILED PROJECT COMPENSATION**

See attached Exhibit D.



# QUOTE

21602 N 20th Ave  
 Phoenix AZ 85027  
 623-581-0101  
 ROC: 200440

Quote Date: 09/23/2016  
 Quote# 5520  
 Prepared by: AARON ABRIL  
 Payment Terms: 30DY

**Customer:**  
 CITY OF GLENDALE  
 MARK SMITH  
 7070 W. NORTHERN AVENUE  
 GLENDALE AZ 85301  
 623-640-1120  
 MSMITH@GLENDALEAZ.COM

**Project/Ship To Address:**  
 COG - CHOLLA WTP  
 4805 WEST CHOLLA  
 GLENDALE AZ 85304

Qty	Part#	Description	Unit Price	Ext. Price
1.00	MX-4	HIRSCH MX-4 CONTROLLER - 4 DOOR	\$2,145.00	\$2,145.00
4.00	MELM2	TWO INPUT DOOR MODULE	\$7.29	\$29.16
1.00	AL600ULACM	POWER SUPPLY/CHARGER WITH ACCESS POWER CONTROLLER	\$284.26	\$284.26
4.00	5395-CK100	THINLINE II SWITCH PLATE READER (5-16 VDC) BLACK	\$153.01	\$612.04
3.00	ML371EU-LNL-626-24V-REX	SARGENT 8200 ELECTRIFIED MORTISE, 24V, REX, 626, LNL TRIM	\$715.00	\$2,145.00
1.00	CL371EU-LL-626-24V-REX	SARGENT 10 LINE ELECTRIFIED CYLINDRICAL	\$484.77	\$484.77
4.00	K-DLA	ARMOR DOOR LOOP 1/4"ID,FLEX,18	\$27.13	\$108.52
4.00	2505A-L	ALUMINUM HOUSING ARMORED CABLE CONTACT, CLOSED LOOP, WIDE GA	\$26.66	\$106.64
1.50	COMPOSITE	COMPOSITE CABLE 22/6SH, 22/4NS, 18/4NS, 22/2NS	\$772.20	\$1,158.30
1.00	MISC	ACS MISCELLANEOUS MATERIALS- CONDUIT, MOUNTING HDWR, CONNECT	\$200.20	\$200.20
2.00	IME219-1ES	SARIX E ENV SM POE MDOME 2MP SV CL	\$900.04	\$1,800.08
1.00	IMM12018-1EP	OPTERA IMM 12MP 180 ENV VANDL PEND MT	\$1,586.44	\$1,586.44
1.00	WMVE-SR	WALL MOUNT VANDAL 1.5IN NPT LT GRAY	\$51.19	\$51.19
3.00	DS-SW-CAM	DS CAMERA LICENSE FOR IP CAMERAS	\$134.99	\$404.97
1.00	W244P-2274BL	CAT 6 23/4P CMP BLUE BOX IMP	\$400.40	\$400.40
1.00	ICMPP02460	CAT6 24-PORT NETWORK PATCH PANEL	\$102.95	\$102.95
3.00	ICPCSK05BL	5-FT CAT6 PATCH CABLE BLUE	\$2.79	\$8.37
1.00	MISC	CCTV MISCELLANEOUS MATERIALS- CONDUIT, MOUNTING HDWR, CONNEC	\$85.80	\$85.80
2.00	PROGRAMMING	PROGRAMMING & COMMISSIONING	\$65.00	\$130.00
			<b>Subtotal</b>	\$11,844.09
			<b>Labor</b>	\$3,380.00
			<b>Tax</b>	\$910.40
			<b>Total</b>	\$16,134.49



# QUOTE

21602 N 20th Ave  
 Phoenix AZ 85027  
 623-581-0101  
 ROC: 200440

Quote Date: 09/23/2016  
 Quote# 5522  
 Prepared by: AARON ABRIL  
 Payment Terms: 30DY

**Customer:**  
 CITY OF GLENDALE  
 MARK SMITH  
 7070 W. NORTHERN AVENUE  
 GLENDALE AZ 85301  
 623-640-1120  
 MSMITH@GLENDALEAZ.COM

**Project/Ship To Address:**  
 COG - ARROWHEAD WTP  
 7070 W. NORTHERN AVENUE  
 GLENDALE AZ 85301

Qty	Part#	Description	Unit Price	Ext. Price
1.00	MX-8	HIRSCH MX-8 CONTROLLER - 8 DOOR	\$3,775.20	\$3,775.20
1.00	AEB8	ALARM EXPANSION BOARD 8 INPUTS	\$356.07	\$356.07
5.00	MELM2	TWO INPUT DOOR MODULE	\$7.29	\$36.45
1.00	AL600ULACM	POWER SUPPLY/CHARGER WITH ACCESS POWER CONTROLLER	\$284.26	\$284.26
5.00	5395-CK100	THINLINE II SWITCH PLATE READER (5-16 VDC) BLACK	\$153.01	\$765.05
5.00	CL371EU-LL-626-24V-REX	SARGENT 10 LINE ELECTRIFIED CYLINDRICAL	\$484.77	\$2,423.85
5.00	K-DLA	ARMOR DOOR LOOP 1/4"ID,FLEX,18	\$27.13	\$135.65
10.00	BH-71-628	PUSH PLATE, 4X16", US28 BRUSHED ALUMINUM FINISH	\$7.29	\$72.90
5.00	2505A-L	ALUMINUM HOUSING ARMORED CABLE CONTACT, CLOSED LOOP, WIDE GA	\$26.66	\$133.30
1.50	COMPOSITE	COMPOSITE CABLE 22/6SH, 22/4NS, 18/4NS, 22/2NS	\$772.20	\$1,158.30
1.00	MISC	ACS MISCELLANEOUS MATERIALS- CONDUIT, MOUNTING HDWR, CONNECT	\$241.31	\$241.31
1.00	ME219-1S	SARIX IME SERIES MD W/SUREVISION 2.0, 2MP	\$771.34	\$771.34
1.00	IME219-1ES	SARIX E ENV SM POE MDOME 2MP SV CL	\$900.04	\$900.04
1.00	IMM12018-1EP	OPTERA IMM 12MP 180 ENV VANDL PEND MT	\$1,586.44	\$1,586.44
1.00	WMVE-SR	WALL MOUNT VANDAL 1.5IN NPT LT GRAY	\$51.19	\$51.19
3.00	DS-SW-CAM	DS CAMERA LICENSE FOR IP CAMERAS	\$134.99	\$404.97
1.00	W244P-2274BL	CAT 6 23/4P CMP BLUE BOX IMP	\$400.40	\$400.40
1.00	ICMPP02460	CAT6 24-PORT NETWORK PATCH PANEL	\$102.95	\$102.95
3.00	ICPCSK05BL	5-FT CAT6 PATCH CABLE BLUE	\$2.79	\$8.37
1.00	MISC	CCTV MISCELLANEOUS MATERIALS- CONDUIT, MOUNTING HDWR, CONNEC	\$150.15	\$150.15
3.00	PROGRAMMING	PROGRAMMING & COMMISSIONING	\$65.00	\$195.00

<b>Subtotal</b>	\$13,953.19
<b>Labor</b>	\$3,120.00
<b>Tax</b>	\$1,020.98
<b>Total</b>	\$18,094.17



# QUOTE

21602 N 20th Ave  
 Phoenix AZ 85027  
 623-581-0101  
 ROC: 200440

Quote Date: 09/23/2016  
 Quote# 5520  
 Prepared by: AARON ABRIL  
 Payment Terms: 30DY

**Customer:**  
 CITY OF GLENDALE  
 MARK SMITH  
 7070 W. NORTHERN AVENUE  
 GLENDALE AZ 85301  
 623-640-1120  
 MSMITH@GLENDALEAZ.COM

**Project/Ship To Address:**  
 COG - CHOLLA WTP  
 4805 WEST CHOLLA  
 GLENDALE AZ 85304

Qty	Part#	Description	Unit Price	Ext. Price
1.00	MX-8	HIRSCH MX-8 CONTROLLER - 8 DOOR	\$3,775.20	\$3,775.20
8.00	MELM2	TWO INPUT DOOR MODULE	\$7.29	\$58.32
1.00	AL600ULACM	POWER SUPPLY/CHARGER WITH ACCESS POWER CONTROLLER	\$284.26	\$284.26
8.00	5395-CK100	THINLINE II SWITCH PLATE READER (5-16 VDC) BLACK	\$153.01	\$1,224.08
8.00	CL371EU-LL-626-24V-REX	SARGENT 10 LINE ELECTRIFIED CYLINDRICAL	\$484.77	\$3,878.16
5.00	ETH4W4545 652 5SW	ELECTRIC HINGE 4W 4.5X4.5 26D	\$87.52	\$437.60
3.00	K-DLA	ARMOR DOOR LOOP 1/4"ID,FLEX,18	\$27.13	\$81.39
10.00	BH-71-628	PUSH PLATE, 4X16", US28 BRUSHED ALUMINUM FINISH	\$7.29	\$72.90
4.00	1076C-N	RECESSED STEEL DOOR CONTACT W/WIRE LEADS, 3/4" DIAMETER, SPD	\$9.72	\$38.88
4.00	2505A-L	ALUMINUM HOUSING ARMORED CABLE CONTACT, CLOSED LOOP, WIDE GA	\$26.66	\$106.64
2.50	COMPOSITE	COMPOSITE CABLE 22/6SH, 22/4NS, 18/4NS, 22/2NS	\$772.20	\$1,930.50
1.00	MISC	ACS MISCELLANEOUS MATERIALS- CONDUIT, MOUNTING HDWR, CONNECT	\$400.40	\$400.40
4.00	ME219-1S	SARIX IME SERIES MD W/SUREVISION 2.0, 2MP	\$771.34	\$3,085.36
1.00	IME219-1ES	SARIX E ENV SM POE MDOME 2MP SV CL	\$900.04	\$900.04
5.00	DS-SW-CAM	DS CAMERA LICENSE FOR IP CAMERAS	\$134.99	\$674.95
2.00	W244P-2274BL	CAT 6 23/4P CMP BLUE BOX IMP	\$400.40	\$800.80
1.00	ICMPP02460	CAT6 24-PORT NETWORK PATCH PANEL	\$102.95	\$102.95
5.00	ICPCSK05BL	5-FT CAT6 PATCH CABLE BLUE	\$2.79	\$13.95
1.00	MISC	CCTV MISCELLANEOUS MATERIALS- CONDUIT, MOUNTING HDWR, CONNEC	\$143.00	\$143.00
6.00	PROGRAMMING	PROGRAMMING & COMMISSIONING	\$65.00	\$390.00

<b>Subtotal</b>	\$18,399.38
<b>Labor</b>	\$5,980.00
<b>Tax</b>	\$1,457.89
<b>Total</b>	\$25,837.27





# QUOTE

21602 N 20th Ave  
 Phoenix AZ 85027  
 623-581-0101  
 ROC: 200440

Quote Date: 09/23/2016

Quote# 5522

Prepared by: AARON ABRIL

Payment Terms: 30DY

**Customer:**

CITY OF GLENDALE  
 MARK SMITH  
 7070 W. NORTHERN AVENUE  
 GLENDALE AZ 85301  
 623-640-1120  
 MSMITH@GLENDALEAZ.COM

**Project/Ship To Address:**

COG - ARROWHEAD WTP  
 7070 W. NORTHERN AVENUE  
 GLENDALE AZ 85301

Qty	Part#	Description	Unit Price	Ext. Price
1.00	MX-8	HIRSCH MX-8 CONTROLLER - 8 DOOR	\$3,775.20	\$3,775.20
8.00	MELM2	TWO INPUT DOOR MODULE	\$7.29	\$58.32
1.00	AL600ULACM	POWER SUPPLY/CHARGER WITH ACCESS POWER CONTROLLER	\$284.26	\$284.26
7.00	5395-CK100	THINLINE II SWITCH PLATE READER (5-16 VDC) BLACK	\$153.01	\$1,071.07
1.00	8702ELM36-24	ADAMS RITE EXIT DEVICE, 24VDC, 36" DURANODIC	\$560.85	\$560.85
6.00	CL371EU-LL-626-24V-REX	SARGENT 10 LINE ELECTRIFIED CYLINDRICAL	\$484.77	\$2,908.62
2.00	ETH4W4545 652 5SW	ELECTRIC HINGE 4W 4.5X4.5 26D	\$87.52	\$175.04
4.00	K-DLA	ARMOR DOOR LOOP 1/4"ID,FLEX,18	\$27.13	\$108.52
12.00	BH-71-628	PUSH PLATE, 4X16", US28 BRUSHED ALUMINUM FINISH	\$7.29	\$87.48
3.00	1076C-N	RECESSED STEEL DOOR CONTACT W/WIRE LEADS, 3/4" DIAMETER, SPD	\$9.72	\$29.16
6.00	2505A-L	ALUMINUM HOUSING ARMORED CABLE CONTACT, CLOSED LOOP, WIDE GA	\$26.66	\$159.96
2.50	COMPOSITE	COMPOSITE CABLE 22/6SH, 22/4NS, 18/4NS, 22/2NS	\$772.20	\$1,930.50
1.00	MISC	ACS MISCELLANEOUS MATERIALS- CONDUIT, MOUNTING HDWR, CONNECT	\$337.84	\$337.84
2.00	ME219-1S	SARIX IME SERIES MD W/SUREVISION 2.0, 2MP	\$771.34	\$1,542.68
1.00	IME219-1EP	SARIX E ENV PEND POE MDOME 2MP SV CL	\$900.04	\$900.04
1.00	WMVE-SR	WALL MOUNT VANDAL 1.5IN NPT LT GRAY	\$51.19	\$51.19
3.00	DS-SW-CAM	DS CAMERA LICENSE FOR IP CAMERAS	\$134.99	\$404.97
1.00	W244P-2274BL	CAT 6 23/4P CMP BLUE BOX IMP	\$400.40	\$400.40
1.00	ICMPP02460	CAT6 24-PORT NETWORK PATCH PANEL	\$102.95	\$102.95
3.00	ICPCSK05BL	5-FT CAT6 PATCH CABLE BLUE	\$2.79	\$8.37
1.00	MISC	CCTV MISCELLANEOUS MATERIALS- CONDUIT, MOUNTING HDWR, CONNEC	\$157.30	\$157.30
5.00	PROGRAMMING	PROGRAMMING & COMMISSIONING	\$65.00	\$325.00

<b>Subtotal</b>	\$15,379.72
<b>Labor</b>	\$2,535.00
<b>Tax</b>	\$1,071.30
<b>Total</b>	\$18,986.02

**ASSI**  
SECURITY OF ARIZONA  
**TERMS AND CONDITIONS**

1. **REMITTANCES** All invoices shall be due and payable upon receipt in United States currency, free of exchange, or any other charges, or as otherwise agreed upon and set forth in writing by ASSI Security of Arizona (hereinafter called ""Seller""). The Customer, if so requested agrees to furnish Seller with all information including financial statements, necessary to make a proper credit appraisal. Refusal to supply information may cause this proposal to be withdrawn. Terms of payment originally granted are subject to the approval of continued credit status. Prices are subject to correction for error.
2. **PROPOSALS** Proposals are based upon straight-time labor. Any request by the Customer for overtime work shall be considered an extra. This proposal expires 30 days after its date, subject to the provisions of the first sentence of the paragraph below entitled ""Acceptance of Terms.""
3. **PROGRESS PAYMENTS** Seller reserves the right to invoice Customer monthly as the work progresses, for all materials delivered to the job site or to an off-site facility and for all work performed on-site and off-site. Engineering, drafting, initial parts and other mobilization costs incurred prior to installation shall be included in Seller's initial invoice and be equal to fifteen percent (15%) to Thirty (30%) of the contract price. Invoices are due upon receipt by Customer. If the Customer becomes overdue in any progress payment, Seller shall be entitled to suspend work, shall be entitled to interest at the annual rate of 18% or the maximum permitted by the State of Arizona; and also to avail itself of any other legal remedies. Seller shall also be entitled to interest on all amounts retained by Customer from progress payments or otherwise. Customer agrees that he will pay and/or reimburse Seller for any and all reasonable attorney's fees which are incurred by Seller in the collection of amounts due and payable hereunder.
4. **CANCELLATION AND SUSPENSION** any contract resulting from this proposal is subject to cancellation or instructions to suspend work by the customer only upon agreement to pay Seller adjustment charge.
5. **TAXES** The amount of any future sales, use, occupancy, excise, or other tax, federal, state, or local which Seller hereafter shall be obligated legally to pay, either on its own behalf of the Customer or otherwise, with respect to the material covered by this proposal, shall be added to such prices and paid by the Customer.
6. **LOSS, DAMAGE OR DELAY** Seller shall not be liable for any loss, damage, or delay occasioned by any causes beyond Seller's control, including, but not limited to, governmental actions or orders, embargoes, strikes, differences with workmen, fires, floods, accidents, or transportation delays. **IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES.**
7. **LIABILITY** Systems designed, installed or provided by ASSI Security of Arizona are industry standard tools to assist in providing deterrent to crimes against personnel and property, and for the purpose of historical documentation of such events. Customer is advised that these systems do not guarantee 100% immunity from criminal acts and ASSI Security of Arizona accepts no liability for loss or damage incurred by customer should a crime be committed against customer in spite of security measures taken.
8. **WARRANTY** Seller warrants that the equipment manufactured and services furnished by it and covered by this proposal are free from defects in material and workmanship under normal use and service and, without charge, equipment found to be so defective in material or workmanship will be repaired or replaced, if written notice of failure is received by Seller within one (1) year after date of installation, provided said equipment has been operated in accordance with Seller's instructions and provided such defects are not due to abuse, fire or decomposition by chemical or galvanic action. **THIS EXPRESS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, GUARANTEES, OR REPRESENTATIONS, EXPRESS OR IMPLIED. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.** Seller assumes no responsibility for repairs made on Seller's equipment unless done by Seller's authorized personnel, or by written authority from Seller. Seller makes no guarantee with respect to material not manufactured by it.
9. **PURCHASER'S REMEDIES** The Customer's remedies with respect to equipment found to be defective in material or workmanship shall be limited exclusively to the right of repair or replacement of such defective equipment. **IN NO EVENT SHALL SELLER BE LIABLE FOR CLAIMS (BASED UPON BREACH OF IMPLIED WARRANTY) FOR ANY OTHER DAMAGES, WHETHER DIRECT, IMMEDIATE, FORESEEABLE, CONSEQUENTIAL, OR SPECIAL OR FOR ANY EXPENSES INCURRED BY REASON OF THE USE OR MISUSE OF EQUIPMENT WHICH DOES OR DOES NOT CONFORM TO THE TERMS AND CONDITIONS OF ANY CONTRACT RESULTING FROM THIS PROPOSAL.**
10. **PATENT INFRINGEMENT** Seller will hold its Customer and the Owner harmless from infringement of any United States patent covering equipment of its manufacture. This, of necessity, is limited to the equipment per se and cannot be extended to applications of such equipment in a system, except in writing by an officer of Seller. The Customer and Owner shall advise Seller immediately in the event any claims of infringement are brought to their attention.
11. **GOVERNING LAW** Any contract resulting from this proposal shall be governed by, construed, and enforced in accordance with the laws of the State of Arizona.
12. **CERTIFICATION** The person whose signature appears on the attached hereof hereby certifies that, to his best knowledge and belief, the annexed bid is not the result of any agreement, arrangement or understanding between the Seller and any other manufacturer or seller of automatic temperature control systems and that the prices, terms or conditions thereof have not been communicated by or on behalf of the Seller to any such person and will not be communicated to any such person prior to the official opening of said bid.
13. **ACCEPTANCE OF TERMS** this proposal shall become a binding contract between the Customer and Seller when accepted in writing by the Customer. Such acceptance shall be with mutual understanding that the terms and conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order.



Legislation Description

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**File #: 16-509, Version: 1**

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**AWARD OF RFP 16-54, AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH HANDYMAN MAINTENANCE, INC., AND APPROVE THE EXPENDITURE OF FUNDS FOR AQUIFER RECHARGE FACILITY LANDSCAPE SERVICES**

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

**Purpose and Recommended Action**

This is a request for City Council to award RFP 16-54, authorize the City Manager to enter into an agreement with Handyman Maintenance, Inc. (HMI) for aquifer recharge facility landscape services; approve expenditure of funds in an amount not to exceed \$33,000 for the initial term; and authorize the City Manager, at his discretion, to extend the agreement for four additional one-year terms, in an amount not to exceed \$165,000 for the entire term of the agreement.

**Background**

The Aquifer Recharge Facility is a 40-acre site where reclaimed water replenishes the underground aquifer. Regulatory requirements require chemical-free maintenance in keeping the recharge basins free of vegetative, organic material, and debris to ensure optimum water quality, and efficient water flow.

**Analysis**

Materials Management published the Request for Proposal (RFP) 16-54 on June 2, 2016 and was opened on June 28, 2016. Five firms submitted proposals. An evaluation panel reviewed the responses and determined HMI was the most qualified in all material respects to the requirements and criteria set forth in the RFP.

**Community Benefit/Public Involvement**

Recharging the aquifer is an essential part of a sustainable approach to maintaining water resources in the city of Glendale.

**Budget and Financial Impacts**

Funding is available in the Fiscal Year 2016-17 Water Services operating budget. Annual budget appropriation thereafter is contingent upon council approval.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$33,000</b>	<b>2360-17170-523600, West Area Plant</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**AGREEMENT FOR  
AQUIFER RECHARGE FACILITY LANDSCAPE SERVICES  
City of Glendale Solicitation No. RFP 16-54**

This Agreement for Aquifer Recharge Facility Landscape Services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Handyman Maintenance, Inc. (HMI), an Arizona corporation, (the "Contractor"), as of the \_\_\_\_ day of \_\_\_\_\_, 2016.

**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. 16-54 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

**AGREEMENT**

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

**1. Key Personnel; Sub-contractors.**

- 1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.
- 1.2 Project Team.
  - a. Project Manager.
    - (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
    - (2) The City must approve the designated Project Manager; and
    - (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.
  - b. Project Team.
    - (1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
    - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.
  - c. Discharge, Reassign, Replacement.
    - (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

- (2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.
- (3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

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

2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

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

3.2 Licensing. Contractor warrants that:

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

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

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

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
  - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
  - (2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
  - (1) City may reuse the Work Product at its sole discretion.
  - (2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
  - (3) In such case, City shall also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

- 4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$165,000 for the entire term of this Agreement, including all extensions, as specifically detailed in **Exhibit B** (the "Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.
  - a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
  - b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.
  - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in

the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

**5. Billings and Payment.**

5.1 Applications.

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

5.2 Payment.

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

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

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

**6. Termination.**

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 30 days following the date of delivery.

- a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

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

- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$1,000,000 or the amount of this Agreement, whichever is greater.



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

8. **Insurance.**

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

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

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

## 8.2 Sub-contractors.

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

## 8.3 Indemnification.

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

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

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

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

11. **Notices.**

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

- a. The Notice is in writing; and
- b. Delivered in person or by 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.

11.2 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:

Handyman Maintenance, Inc. (HMI)  
c/o Steve Adams, President  
4714 N. 43<sup>rd</sup> Ave  
Phoenix, AZ 85031  
Stevea@hmiofaz.com  
602-307-0040

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

City of Glendale

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

With required copy to:

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

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

c. Concurrent Notices.

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

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

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

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

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

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. 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.

13.2 Interpretation.

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

- 13.3 **Survival.** Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.
- 13.4 **Amendment.** No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.
- 13.5 **Remedies.** All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 13.6 **Severability.** If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.
- 13.7 **Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.
14. **Term.** The term of this Agreement commences upon the effective date and continues for a one (1)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four (4) years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and any such price adjustment will be a determining factor for any renewal. There are no automatic renewals of this Agreement.
15. **Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
16. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.
- |           |              |
|-----------|--------------|
| Exhibit A | Project      |
| Exhibit B | Compensation |

(Signatures appear on the following page.)

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

City of Glendale,  
an Arizona municipal corporation

\_\_\_\_\_  
By: Kevin R. Phelps  
Its: City Manager

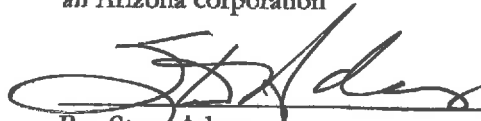
ATTEST:

\_\_\_\_\_  
Julie K. Bower  
City Clerk (SEAL)

APPROVED AS TO FORM:

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

Handyman Maintenance, Inc.,  
an Arizona corporation

  
\_\_\_\_\_  
By: Steve Adams  
Its: President

**EXHIBIT A**  
**AQUIFER RECHARGE FACILITY LANDSCAPE SERVICES**  
**PROJECT**

As detailed on the attached RFP and HMI response.



# CITY OF GLENDALE MATERIALS MANAGEMENT REQUEST FOR PROPOSAL

**SOLICITATION NUMBER:** RFP 16-54

**DESCRIPTION:** AQUIFER RECHARGE FACILITY LANDSCAPE SERVICES

**PUBLISHED DATE:** JUNE 2, 2016

**OFFER DUE DATE AND TIME:** JUNE 28, 2016 2:00pm local time

**PRE-OFFER CONFERENCE:** JUNE 14, 2016 AT 10:00 AM  
The pre-offer conference will be held at City of Glendale, 5850 W. Glendale Avenue– Municipal Building, Third Floor, Conference Room 3A, Glendale, AZ 85301  
Attendance is not required.

**SUBMITTAL LOCATION:** City of Glendale  
Materials Management  
5850 West Glendale Avenue, Suite 317  
Glendale, Arizona 85301

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

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


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

**OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.**


For questions regarding this solicitation contact:

**Connie Schneider, C.P.M.**  
5850 W Glendale Ave, Suite 317  
Glendale, AZ 85301  
623-930-2868  
CSchneider@glendaleaz.com



	<p align="center"><b>City of Glendale Materials Management Solicitation Number: RFP 16-54 Aquifer Recharge Facility Landscape Services</b></p>	<p align="center">CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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	<b>City of Glendale</b> <b>Materials Management</b> <b>Solicitation Number: RFP 16-54</b> <b>Aquifer Recharge Facility Landscape 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>
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## 1.0 SPECIFICATIONS


### 1.1 INTRODUCTION

**1.1.1** The City of Glendale (City) intends to enter into a contract with a qualified Contractor to conduct regular maintenance and upkeep of the City's Water Services Aquifer Recharge Facility (ARF). All work specified shall be completed under the direction and satisfaction of the Water Services Department.

**1.1.2** The Aquifer Recharge Facility is a 40-acre City-owned facility located at 11719 W. Glendale Ave., Glendale, AZ 85307. It includes pipelines that deliver treated wastewater effluent to basins that replenish the Glendale's groundwater supply. (See basins 1 through 5 on Exhibit 1).

### 1.2 SCOPE OF WORK – Contractor shall:

- 1.2.1** Furnish all labor, materials, supplies and equipment as necessary to perform the facility maintenance services defined in this Scope of Work;
- 1.2.2** Have at least two (2) years of experience in providing facility maintenance services;
- 1.2.3** Maintain active status all Federal, State, County and Local licenses and permits required to operate the Contractor's business;
- 1.2.4** Comply with Occupational Safety and Health Administration (OSHA) standards during the performance of all contracted services;
- 1.2.5** Perform all work during daylight hours, Monday through Friday. The City observes the following holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving and Christmas;
- 1.2.6** Comply with all Federal, State, local laws, regulations, permits, standards and ordinances pertaining to environmental protection for materials, techniques, and processes used under this Scope of Work. Failure to comply shall be sufficient grounds for non-payment and immediate termination of contract.
- 1.2.7** Have a Field Supervisor available during working hours to coordinate with the City.

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**1.2.8 SCHEDULE - Comply with the following scheduled of services:**

**1.2.8.1 Weekly Maintenance - Contractor shall:**

- a) Mechanically remove all organic and vegetative materials within the fenced area of the ARF including the aquifer recharge basins, basin berms and walls, along fence lines, retention areas, and roads.
- b) Remove vegetation and debris from the grounds in and around the front gate area leading into ARF during every visit.
- c) Restore berm materials eroded into the basin to maintain erosion control (see Exhibit 1). Manual/mechanical means shall be the only approved method of removal (no chemicals shall be used).
- d) Remove and dispose of all debris generated from this work.

**1.2.8.2 Seasonal Maintenance (Months of June, August, November and March) - Ripping and Grading of Basins – Contractor shall:**


- a) Rip all basin beds to a depth of 12” (not exceeding 15”) making two (2) perpendicular passes and one (1) diagonal pass.
- b) Upon completion of ripping, grading may be required to restore a relatively flat basin bed. This task shall be coordinated with the Western Area Water Reclamation Facility Supervisor or their designee to avoid damage to underground basin piping.
- c) Remove and dispose of all debris generated from this work.

**1.2.8.3 Schedule Changes –**

- a) City of Glendale work hours may vary to accommodate seasonal change;
- b) No work will be performed on weekends without prior approval of the ARF Supervisor.
- c) The ARF Supervisor shall coordinate with the Contractor to determine if the Contractor will need to work on any of the specified holidays.

**1.2.9 EROSION CONTROL – Contractor shall:**

- 1.2.9.1** Upon request by the City, maintain the integrity of the basin side slopes by removing river rock materials from the basin beds and placing them on the basin side slopes. This shall include repairing, and re-shaping basin side slopes and ramps, as necessary.
- 1.2.9.2** Remove and dispose of all debris generated from this work.
- 1.2.9.3** Supply labor and equipment (tractor, front end loader, etc) as necessary to perform the contracted services.

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**1.2.10 HAZARD AND SAFETY REPORTING – Contractor shall:**

- 1.2.10.1 During the normal work hours, obtain emergency medical care for any member of the public who is in need of such care, due to illness or injury occurring on the work site;
- 1.2.10.2 Cooperate fully with the City in the investigation of any accidental injury or death occurring on site, including immediate verbal notification and written report within one day thereof to the City ARF Supervisor, or designee, if the accident or death occurs while onsite performing the contracted activities.
- 1.2.10.3 Report all hazardous conditions in the City contract areas to the City ARF Supervisor, or designee immediately;
- 1.2.10.4 Comply with all applicable environmental regulations including but not limited to those required by Environmental Protection Agency, Arizona Department of Environmental Quality and Maricopa County;


**1.2.11** The City through its designees, reserves the right to issue immediate restraints or cease or desist orders to Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under the contract.

**1.2.12 SERVICE ADDITIONS / INTERRUPTIONS/ END OF CONTRACT CONDITIONS**

- 1.2.12.1 The City reserves the right to add or delete services during the contract period.
- 1.2.12.2 The City reserves the right to make changes to the set schedule when it is deemed to be in the City's best interest.
- 1.2.12.3 In the event of such a substitution or deletion of service areas, the City will give the Contractor 10-day notice prior to date of discontinuance of maintenance services and responsibilities.
- 1.2.12.4 Contractor shall not be compensated for the loss of work due to deletions or substitutions of service.
- 1.2.12.5 In the event the City and the Contractor cannot agree on additional service charges, the City reserves the right to perform the additional services with City personnel, or other outside contract services.

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- 1.2.13 SUMMARY AND WORK REPORT** - Contractor shall prepare a written monthly summary report that covers all maintenance activities and submit these reports to the City ARF Supervisor, or designee, along with monthly invoice for payment.
- 1.2.14 WASTE** - Contractor, at his/her expense, shall remove and dispose of all debris and any other matter removed from the contract area in compliance with Federal, State, County and City laws and regulations.
- 1.2.15 EQUIPMENT** – All equipment used by Contractor shall be maintained during the entire period of this contract, equipment in operational condition and capacity to efficiently perform the work and render the services required by this contract.
- 1.2.16 DEFICIENCIES IN WORK, PENALTIES AND REMEDIES**
- 1.2.16.1** Damages to City property as a result of Contractor's actions, the City will arrange for repairs to be made and the costs for making repairs to the areas shall be deducted from final payments to the Contractor.
- 1.2.16.2** In the event Contractor's performance does not meet one or more of the performance standards described herein, the Contractor shall be given written notice setting forth the deficiencies to be corrected to the City ARF Supervisor's approval.
- 1.2.16.3** In the event the Contractor has been notified of a deficiency and the deficiency is not corrected, the City ARF may perform the services using City personnel or a separate Contractor. The cost for follow-up inspections and of the services performed may be deducted from the Contractor's monthly invoice.
- 1.2.16.4** Failure to correct the deficiency within a reasonable timeframe may result in termination of the contract for default.

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## 2. SPECIAL INSTRUCTIONS

### 2.1 PRE-OFFER CONFERENCE

**2.1.1** A Pre-Offer Conference will be held on **June 14, 2016 10:00 A.M, Arizona Time, located at 5850 W. Glendale Avenue, Room 3A.** Attendance is not required. Copies of the Request for Proposal (RFP) will NOT be available.


**2.1.2** The purpose of the conference will be to clarify the contents of the solicitation in order to prevent any misunderstanding of the City of Glendale’s position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to the City at the conference. The City will determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation.

**2.2 RETURN OF OFFER** The Offeror shall submit three (3) hardcopies marked as “Copies”. The offeror shall submit a complete proposal on a CD, flash drive, or email to **CSchneider@glendaleaz.com**, as one file folder. The folder shall be identified as “RFP 16-xx – ‘Original - Name of Offeror.’” (For example: RFP 16-xx – Original - ABC Company.)

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

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

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

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

- 2.3.1 COVER SHEET**
- 2.3.2 OFFER SHEET, Section 4.0**
- 2.3.3 PRICE SHEET, Section 5.0**
- 2.3.4 ADDENDUM, Return all addenda (if applicable).**
- 2.3.5 SUBMISSION REQUIREMENTS, Section 2.4 (written narrative)**
  - 2.3.5.1 EXPERIENCE AND QUALIFICATIONS**
  - 2.3.5.2 METHOD OF APPROACH**

**2.4 SUBMISSION REQUIREMENTS**

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

**2.4.1 EXPERIENCE AND QUALIFICATIONS**


**2.4.1.1** Offeror's proposal should include:

- 2.4.1.1.1 Company profile that details company history;
- 2.4.1.1.2 Organization chart;
- 2.4.1.1.3 Business locations; and
- 2.4.1.1.4 Number of years in business.

**2.4.1.2** Offeror shall list three (3) projects of similar size and scope performed over the last two (2) years with a summary of project.

**2.4.1.3** Offeror shall confirm they are in registered with the Arizona Registrar of Contractors: \_\_\_\_\_ YES \_\_\_\_\_ NO **(If "NO" provide reason)**

**2.4.1.4** Offeror shall confirm they are in compliance with Occupational Safety and Health Administration (OSHA) standards: \_\_\_\_\_ YES \_\_\_\_\_ NO **(If "NO" provide reason)**

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- 2.4.1.5 Offeror shall confirm they can comply with all Federal, State, local laws, regulations, permits, standards and ordinances pertaining to environmental protection for materials, techniques, and processes used under this Scope of Work. \_\_\_\_\_ YES \_\_\_\_\_ NO (If “NO” provide reason)
- 2.4.1.6 Offeror shall demonstrate their firm’s knowledge of equipment, labor assignment capacity, and success in providing landscaping services.
- 2.4.1.7 Offeror shall provide their list of available/owned equipment.
- 2.4.1.8 Offeror shall identify all appropriate licenses held by company, key personnel and subcontractors.
- 2.4.1.9 Offeror shall provide names and years’ of experience of key personnel, names of any subcontractors used and years’ of experience.

**2.4.2 METHOD OF APPROACH**

- 2.4.2.1 Offeror shall provide a clear written understanding of the City’s requirements and specifications in meeting the terms and conditions of the RFP and matching the proposed methods to accomplish work and timelines.
- 2.4.2.2 Offeror shall provide a communication plan between key personnel and the City of Glendale Area of Service contact or representative.
- 2.4.2.3 Offeror shall describe their method and approach for inspecting work performed by its employees and the process involved for correcting work not performed satisfactorily.


**2.4.3 PRICING STRUCTURE** - Offeror’s shall bid in accordance with the pricing structure as outlined in Section 5. While cost is a significant factor in the determination of award, it is not the only factor. The award will not be based on price alone, nor will it be based solely upon the lowest fees submitted.

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

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


**2.6 TYPE OF AWARD** The City reserves the right to make multiple awards or to award by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the




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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.

- 2.7 ALTERNATE OFFERS/EXCEPTIONS** Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Offeror shall clearly and specifically detail all exceptions to the exact requirements imposed by this solicitation. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the Offer. If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.
- 2.8 SITE INSPECTION** Offeror shall visit the site(s) to become familiar with any conditions which may affect the performance and pricing. Submission of an Offer will be prima facie evidence that the Offeror did, in fact, make a site inspection and is aware of all conditions.
- 2.9 INQUIRIES** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An Offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, no later than **five days** prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.
- 2.10 EVALUATION PANEL** Offeror submittals will be evaluated by an evaluation panel. Award shall be made to the responsive, responsible Offeror whose proposal is determined to be the most advantageous to the City.
- 2.11 PANEL CONTACT** Offerors shall have no exclusive meetings, conversations or communications with an individual evaluation panel member on any aspect of the RFP, after submittal.
- 2.12 INTERVIEWS** The City reserves the right to conduct interviews with some or all of the Offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the Offeror for the costs associated with the interview process.

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- 2.13 **ADDITIONAL INVESTIGATIONS** The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Offeror submitting a proposal.
  
- 2.14 **DISCUSSIONS AND REVISIONS TO PROPOSAL** Discussions may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award; and may obtain pertinent information for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Should the City elect to call for 'best and final' offers, Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such discussions shall be to:
  - 2.14.1 Determine in greater detail such Offeror's qualifications, and
  - 2.14.2 Explore with the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;
  - 2.14.3 Determining that the Offeror will make available the necessary personnel and facilities to perform within the required time;
  - 2.14.4 Agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.
  
- 2.15 **BEST AND FINAL OFFERS** The City may request best and final offers if deemed necessary, and will determine the scope and subject of any best and final request.
  
- 2.16 **PROPOSAL EVALUATION** The City reserves the right to secure additional information from the Offeror in various forms and or to award based on submitted information.
  
- 2.17 **NOTICE OF INTENT TO AWARD AND PROTEST PERIOD** Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City's 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 offers received. If you have any questions, or would like further information about an intended award, contact the contract analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet. 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.
  
- 2.18 **WITHDRAWAL OF PROPOSAL** At any time prior to the specified solicitation due date and time, an Offeror may formally withdraw the proposal by a written letter, facsimile or

	<b>City of Glendale</b> <b>Materials Management</b> <b>Solicitation Number: RFP 16-54</b> <b>Aquifer Recharge Facility Landscape Services</b>	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.

**2.19 OFFER ERRORS OMISSIONS AND CORRECTIONS** The City will not be responsible for any offeror errors or omissions. All prices and notations shall be written in ink or typed. Changes or corrections made on the offer form must be initialed in ink by the individual signing the offer. No corrections will be permitted after the offers have been opened.


**2.20 COMPETITIVE NEGOTIATIONS** Exclusive or concurrent negotiations may be conducted with responsible Offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful Offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified offeror(s).

**2.21 NO CONTACT, NO INFLUENCE DURING THE RFP PROCESS** The City is conducting a competitive RFP process for the contract, free from improper influence or lobbying. There shall be no contact concerning this RFP from Offerors submitting a Proposal with any member of the City Council, RFP Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Offeror, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the RFP process.

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


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

**2.22 PROPRIETARY INFORMATION** An Offeror shall clearly mark any proprietary information contained in its bid with the words “Proprietary Information.” Offeror shall not

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mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.


Offeror's acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority, the City will provide Offeror with prompt written notice so that Offeror may seek a protective order or other appropriate remedy. The Offeror, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror in the event that the City must legally disclose the Proprietary Information.

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### 3.0 SPECIAL TERMS AND CONDITIONS

- 3.1 **TERM OF AGREEMENT** The initial term of the contract shall be one (1) year upon approval by the City Council.
- 3.2 **OPTION TO EXTEND** The City may, at its option and with the approval of the Contractor, extend the term of this agreement four (4) additional years in one (1) year increments based on satisfactory Contractor performance. Contractor shall be notified in writing by the City 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.
- 3.3 **INCORPORATION BY REFERENCE** All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments or exhibits. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City's 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.
- 3.4 **INSURANCE** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.
- 3.4.1 MINIMUM SCOPE AND LIMIT OF INSURANCE**  
Coverage shall be at least as broad as:
- 3.4.1.1 Commercial General Liability (CGL):** Insurance covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 3.4.1.2 Automobile Liability:** Insurance covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- 3.4.1.3 Workers' Compensation:** as required by the State of Arizona, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

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

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

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

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

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

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


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

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

### **3.5 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,

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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.

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


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

For purposes of this provision, the following definitions apply:

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

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

- 3.7 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

	<b>City of Glendale</b> <b>Materials Management</b> <b>Solicitation Number: RFP 16-54</b> <b>Aquifer Recharge Facility Landscape 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>
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estimated quantities shall be void if the written approval of the Materials Manager was not received prior to the Contractor's performance.

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

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


If a Contractor believes that a specific section of its Proposal response is confidential, that should be withheld from the public record, Contractor shall isolate the pages and mark each page confidential in a specific and clearly labeled section of its Proposal response. The Contractor shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed. The City 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. Price is not confidential and will not be withheld.

**3.10 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.

**3.11 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



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shall not discriminate against any employee or applicant for employment in violation of Federal or State law. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer. The Contractor hereby certifies that the individual signing the submittal is an authorized agent for the Contractor and has the authority to bind the Contractor to the Contract.

- 3.12 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.


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. In general, the order will be placed using a City Procurement Card. The billing is to include the emergency opening fee, if applicable.

- 3.13 PRICE & PRICE ADJUSTMENTS** All prices quoted shall be firm and fixed for the initial contract period. Price adjustments shall be addressed a minimum of sixty (60) days prior to the contract renewal date, 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.
- 3.14 ADDITIONS OF PRODUCTS OR SERVICES** The City reserves the right to add additional products or services to this contract when deemed necessary by the City. If this occurs, the Contractor will be requested to submit a negotiable quotation for the additions. Upon approval and authorization by the Materials Manager such additions will be added to and become a part of the contract through properly executed forms.

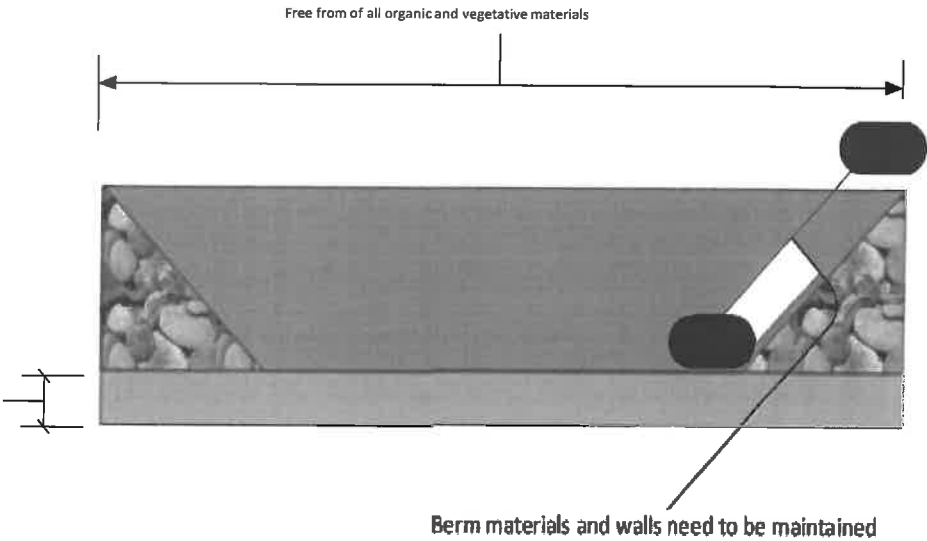
	<p style="text-align: center;"><b>City of Glendale Materials Management Solicitation Number: RFP 16-54 Aquifer Recharge Facility Landscape Services</b></p>	<p style="text-align: center;"><b>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</b></p>
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**3.15 NON-DISCRIMINATION** By submitting this Offer, Contractor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

	<p align="center"><b>City of Glendale Materials Management Solicitation Number: RFP 16-54 Aquifer Recharge Facility Landscape Services</b></p>	<p align="center"><b>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</b></p>
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**EXHIBIT 1**

**The blue area in the image below is to be free of all vegetative materials.**



**Berm materials and walls need to be maintained to prevent corrosion**



	<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) 930-28XX</b>
	Solicitation Number: RFP 16-54	Addendum #1	
Solicitation Due Date: June 28, 2016, 2:00 p.m. (Local Time)			

**RFP 16-54****AQUIFER RECHARGE FACILITY LANDSCAPE SERVICES**

As a result of the pre-offer conference conducted on June 14, 2016, a site visit has been scheduled on the following date and time for those interested in attending:

**DATE:** Wednesday June 22nd  
**TIME:** 7:00-10:00 a.m.  
**LOCATION:** 11719 W. Glendale Ave., Glendale, AZ 85307

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_


Authorized Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

City of Glendale  
RFP 16-54  
June 28, 2016, 2 pm

**ORIGINAL**

HMI Landscaping  
4714 N 43<sup>rd</sup> Ave  
Phoenix, AZ 85031

 <p>GLENDALÉ</p>	<p><b>City of Glendale</b>  <b>Materials Management</b>  <b>Solicitation Number: RFP 16-54</b>  <b>Aquifer Recharge Facility Landscape Services</b></p>	<p>CITY OF GLENDALÉ                  Materials Management                  3200 West Glendale                  Avenue, Suite 217                  Glendale, Arizona 85041</p>
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**4.0 OFFER SHEET**

**4.1 OFFER** Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

Steve Adams Handyman Maintenance, Inc  
 Authorized Signature Company's Legal Name

Steve Adams 4714 N 43rd Ave  
 Printed Name Address

President. Phoenix, AZ 85031  
 Title City, State & Zip Code

602-307-0040 602-307-0041  
 Telephone Number FAX Number

stevea@hmiofaz.com 06/27/2016  
 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: 860601314

Arizona Sales Tax No. 07509279 Tax Rate 8.6%

Offeror certifies it is a: Proprietorship  Partnership  Corporation

Minority or woman owned business: Yes  No

## COMPANY PROFILE

Thank you for your interest in the many services which our company provides. We have employee strength in excess of 140 F.T.E. on salary throughout the State of Arizona. We pride ourselves as a positive growth company that has worked well in meeting our contract requirements. With this same pride we will continue to meet and exceed these requirements.

H.M.I. is owned and operated by Steve and Ann Adams. We have thirty (30) years' experience in all phases of landscape and building maintenance. Our experience encompasses property and building maintenance, large commercial landscape maintenance, irrigation repairs and weed control.

Our corporate office is located at 4714 N. 43rd Ave, Phoenix, AZ 85031. At this location we maintain our office staff as well as a labor force in excess of one hundred (100) employees and all equipment necessary to meet and/or exceed any contract requirements.

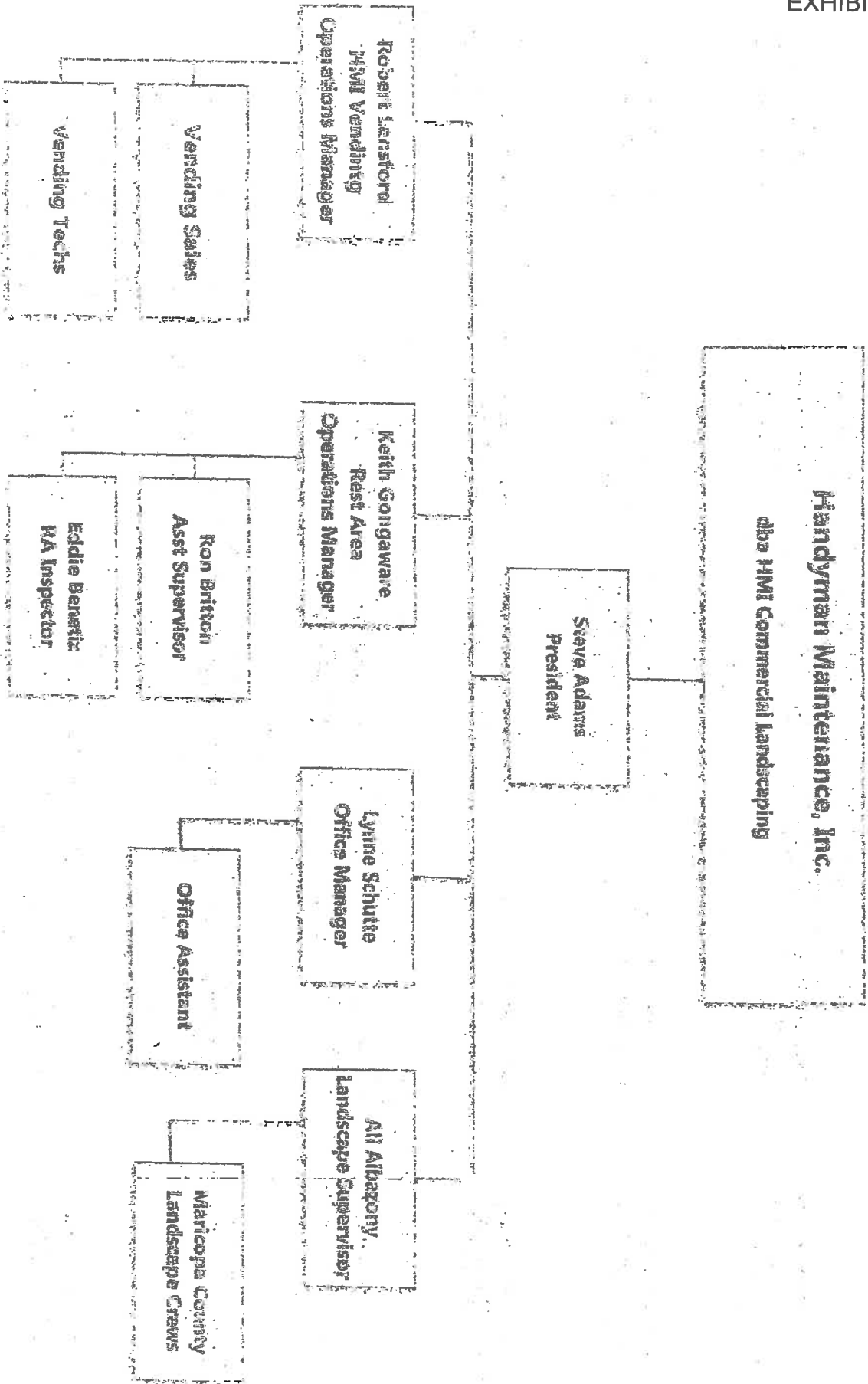
Our landscape and maintenance divisions have experience in building repairs, electrical, plumbing and back-flow prevention services; also weed control, pump house maintenance, tree trimming, mowing, pest control, erosion and landscape maintenance.

The power equipment used by our company meets or exceeds current ADEQ Phase Two Tier III. Be assured that as technology develops for power equipment resulting in lower emissions, HMI will implement their use.

We are licensed members of the Register of Contractors, Structural Pest Control, Better Business Bureau and Arizona Water User Association, AZ Landscape Contractors Association, NAMA, and AMA.

We are proud to say that we have had no complaints against our company with the Register of Contractors and/or Better Business Bureau since our licenses were initiated.

Please visit our website at [www.hmiofaz.com](http://www.hmiofaz.com)





## 2.4.1 Experience and Qualifications

### 2.4.1.1-.4

HMI is a commercial landscape contractor with over 30 years of experience. HMI is located at 4714 N 43<sup>rd</sup> Ave, Phoenix, AZ 85031. HMI prides itself on our current contract list which includes ADOT, Maricopa County Facilities Management and the City of Scottsdale. We also have worked on an “on call basis” for the City of Glendale at the Aquifer Recharge Facility. We work hard to establish a working partnership with each owner that results in positive communication and removes any “contractor vs owner” issues. This policy has proven effective because HMI understands the importance of the integrity of a contract and meets or exceeds its specifications.

2.4.1.2

Arizona Department of Transportation – On Call Landscape Contract (2000 to 2016) consisting of 5 crews working Monday-Friday in Maricopa County. Current gross sales: \$800,000 to 900,000.

Rest Area Maintenance – Maintaining grounds and janitorial work at 26 locations 24/7. Current five year contract 2013-2018. Current gross sales \$2,200,000.

Maricopa County Facilities Management – Full landscaping services on a weekly schedule to over 85 locations. Currently employing 5 crews and 2 irrigation techs working Monday-Friday. Currently began our 3<sup>rd</sup> 5 years contract grossing \$900,000 to 1,000,000.

City of Scottsdale – On Call Landscape utilizing 1-2 crews depending on project. 2010 to current with gross sales of \$24,000 to 50,000.

2.4.1.3

HMI is registered with the Arizona Registrar of Contractors as well as The Office of Pest Management. Copies of appropriate licenses are attached.

2.4.1.1

HMI is in full compliance with the Occupational Safety and Health Administration (OSHA) standards. Our Safety Officer is Terry Everett.

2.4.1.5

HMI fully complies with all Federal State, local laws, regulations, permits, standards and ordinances pertaining to environmental protection for materials, techniques and processes used under the Scope of Work.

EQUIPMENT LIST  
CITY OF GLENDALE  
GROUNDSKEEPING SERVICES

1. 2 – 2012 or newer Chevrolet 3/4T crew cab long bed pickup with 30"x60" arrowboards, strobe light kit, rotating beacon light, auto, PS, PB, air, AM/FM radio, fire extinguisher, first aid kit, miscellaneous set of tools, water container, tarps for trailers and locking tool box.
2. 3 – 2010 or newer Chevrolet 1/2T regular cab long bed, Strobe light kit, rotating beacon light, , auto, PS, PB, air, AM/FM radio, fire extinguisher, first-aid kit, miscellaneous set of tools, water container, and locking tool box
3. 10 – 2006 or newer 14' to 16' tandem axle Trailers with side boards, and tarps with strobe light kit
4. 1 – Ford tractor, model 700, with mower and dump
5. 1 – 2002 Chevrolet 1T Dump Truck with Strobe light kit
6. 1- Kabota tractor with mover, bush hog, flail mower & gannon
7. 10 - Shovels, (round tip, square tip, scoop or spade)
7. Wheel Barrows, Dollies - if requested for large items
8. 55 gallon Trash Bags, black and clear, as needed
9. 8 - Echo #2100 Model Year 2015 Line Trimmers
10. 6 – Shindowa Pole Pruners, Hedge Trimmers and Hand Loppers Model Year 2015
11. 1 – 2001 Vermeer #625 Commercial Chipper as needed
12. 6 – Bearcat high profile heavy bush Trimmers w/1.38" line Model Year 2012
13. 4 – Echo Chain Saws Model Year 2015
14. 3 – 5' Step Ladders
15. 3 – 8' Step Ladders

16. 4 – Pole Hammers with miscellaneous set of poles, staking wires, hose, bolts, nuts and sledge hammer
17. 6 – Hula Hoes
18. 6 – Push Brooms
19. 1 – 12’ “Men Working” Signs
20. 24 – 16” Orange Cones
21. 50# Bags of Oil Absorbent

350 Standard Highway Signs  
Fire Extinguisher  
First Aid Kits  
Gloves  
Hard Hats  
Safety Goggles  
Ear Plugs  
Leather Chaps  
Other P.P.E. as needed

### MOWING EQUIPMENT

- 1 – 2001 Model R420 Kubota Tractor with articulating loader and grabber attachment
- 1 - Ford tractor with front end loader and 5 ft. bush hog mower
- 3 – 60” Hustler riding propane fueled Deck Mowers
- 4 – 40” – 60” Walker riding propane fueled Deck Mowers
- 5 – 2 Honda Model Year 2012 Push Mowers

### IRRIGATION EQUIPMENT

- 1. Progressive Electronic Locator/ Receiver/Transmitter
- 2. Model 24 Progressive Electronic Station Master Solenoid
- 3. Actuator
- 4. Poly couplers, 90 degree T's, PVC, elbows and caps
- 5. Sprinkler heads
- 6. Irrigation wire
- 7. 1” - 2” valves
- 8. 100' Poly pipe
- 9. 40” PVC pipe
- 10. Spaghetti Line
- 11. Risors and quick couplers
- 12. Shovels (trenching, round and flat)
- 13. Cordless drill and bits



## SPRAY EQUIPMENT

4 - Two hundred (200) gallon tank mounted Honda 8HP sprayers, motor equipped with 12' booms for pre-emergent, high pressure single nozzle

Single axle trailers, and 100' hose actuator

1 - One hundred (100) gallon John Deere Gator six (6) wheel utility vehicle w/ 100 gallon tank ideal for spot treatment herbicide applications for hard to reach areas

1 - Ford one ton stake bed with 300 gallon tank and 12 ft. booms and weed buster nozzles H.P.

1 - 500 gallon Honda 8HP spray tank, 18' booms w/high pressure nozzle, 200 ' hose, actuators, high volume usage tandem trailer

6 - Shindowa #480 Back Pack Sprayers

All trucks will be equipped with GPS technology to verify work locations, safety and responsibility to our contracts.

Please note all gas powered equipment will meet all EPA Phase 2 requirements. In an effort to comply with Executive Order 2007-3, we are assigning a 2009 or newer 3/4T Diesel truck to this contract. Due to the smaller sized trucks, our irrigation vehicles will remain gas powered at this time.

Handyman Maintenance, Inc. has one (1) full time mechanic and two (2) mechanic assistants who perform routine maintenance and daily repairs to truck and equipment. The mechanic's truck is equipped to change tires or make minor repairs on the job site.

We have an established reputable repair facility to do any major repairs to our vehicles with a quick turnaround time.

Replacement vehicles and trailers, back-up equipment and supplies are located at 4714 N 43<sup>RD</sup> Ave. - Phoenix, AZ 85031

\*All Company Owned Equipment\*

We can access additional back-up equipment with: RSC Acct. #4116518 and A to Z Rental Equipment Acct. #397-50

### 2.3.5.2 METHOD OF APPROACH

If requested HMI will be happy to conduct a Post Award meeting to discuss in detail scheduling, personnel and quality assurance. At that time we will review the contract to verify key areas for all parties.

Ali Albazony is currently overseeing the emergency on call service we are providing the Aquifer Facility and will remain as the assigned contact person with the City of Glendale staff. His on-site foreman will be Carlos Lopez. Ali is a Smartscape graduate and has extensive landscape experience.

Ali has previously worked at the Aquifer Facility. He will oversee Carlos Lopez and a crew of 2-3 laborers depending on the season and weed control issues. The weekly service date will remain the same unless there is a holiday in which case we will reschedule for the following work day.

Each company truck is a  $\frac{3}{4}$  crew cab with tandem axle trailer. Each truck will have all necessary equipment to complete all tasks involved. Back up equipment is readily available at our 3 acre yard located at 43<sup>rd</sup> Ave and Camelback. We currently maintain a fleet of over 50 trucks and 30 trailers. See attached equipment list.

A daily work log will be completed and turned in on a weekly basis with the names of all HMI personnel working on site to a City of Glendale representative.

REFERENCES

ADOT:

John Zander – Landscape – Jzander@azdot.gov

Bobby Wheeler – Rest Area – Rwheeler@azdot.gov

MARICOPA COUNTY:

Tom Wilson – Tom.Wilson@FM.maricopa.gov

CITY OF SCOTTSDALE:

Bill Sturgill – Bsturgill@Scottsdaleaz.gov

# STATE OF ARIZONA

## Department of State



### TRADE NAME CERTIFICATION

H. M. I.

I, Ken Bennett, Secretary of State, do hereby certify that in accordance with the Trade Name Renewal filed in this Office, the Trade Name herein certified has been duly registered pursuant to Section 44-1460, Arizona Revised Statutes, in behalf of:

HANDYMAN MAINTENANCE INC.  
2646 SOUTH 19TH AVENUE  
PHOENIX AZ 85009-

12/23/2011 Renewal  
1/25/2007 Application



Registration Date: 01/25/2007

Expiration Date: 1/25/2017

Date First Used: 1/22/2007

Trade Name No.: 393025

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of Arizona, done at Phoenix, the capitol, this 29 day of December, 2011.

A handwritten signature in black ink, appearing to read "Ken Bennett", is written over the text of the witness statement.

KEN BENNETT



STATE OF ARIZONA

LICENSE NO. 094523

THIS IS YOUR IDENTIFICATION CARD  
DO NOT DESTROY

Office of the Registrar of Contractors  
*To All Whom It May Concern:*

STATE OF ARIZONA  
OFFICE OF THE REGISTRAR

HANDYMAN MAINTENANCE INC (CORP.)

This is to Certify That

Having been shown to possess all the necessary qualifications, and having complied with all the requirements of the law,  
I, by order of the Registrar of Contractors on the 21ST day of SEPTEMBER in the year of our Lord One Thousand  
Nine Hundred and 92, duly licensed and admitted to engage in and pursue the business of

A-21  
LANDSCAPING & IRRIGATION

Contractor in the State of Arizona. Given under my hand and the seal of the Registrar of Contractors  
in my office, City of Phoenix, this 21ST day of SEPTEMBER, 1992.



*Michael J. Marshall*  
DIRECTOR

LICENSE EFFECTIVE THROUGH: 08/31/2016  
STATE OF ARIZONA  
Registrar of Contractors CERTIFIES THAT  
Handyman Maintenance Inc

CONTRACTORS LICENSE NO. 94823 CLASS CR21  
Landscaping and Irrigation Systems

THIS CARD MUST BE  
PRESENTED UPON DEMAND  
*Michael J. Marshall*  
DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS



**DOUGLAS A. DUCEY**  
Governor

**Arizona Department of Agriculture**

**JACK PETERSON**  
Interim Director

**Office Of Pest Management**  
1688 West Adams Street, Phoenix, AZ 85007  
(602)542-3578 Phone; (602)542-0466 Fax  
<http://www.azda.gov>

**BUSINESS LICENSE**

**Non-Transferable**

**H.M.I. COMMERCIAL LANDSCAPE**  
Business License Number: 4413

Has been licensed since 09/20/1990, and is authorized to provide pest management services in Arizona through the last day of May 2017.

© Copyright 2007 Office Of Pest Management. All Rights Reserved.

Printed: 04/13/2015  
Printed By: 4413

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/30/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: USI Insurance Services LLC, USI CA License # 0351162, 2375 E. Camelback Road #250, Phoenix, AZ 85016. CONTACT NAME: Linda Hurst, PHONE (A/C, No, Ext): 602-749-4209, FAX (A/C, No):, E-MAIL ADDRESS: linda.hurst@usi.biz. INSURER(S) AFFORDING COVERAGE: INSURER A: Westfield Insurance Company (NAIC #: 24112), INSURER B: CopperPoint Mutual Insurance Co (NAIC #: 14216).

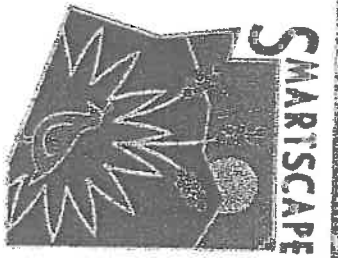
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) For Informational Purposes Only

CERTIFICATE HOLDER: Handyman Maintenance Inc, PO Box 18968, Phoenix, AZ 85005. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: William W. Plehon




# Certificate of Completion


Awarded to

*Ali Albazony*

For the completion of the  
**Smartscape Training Program for Landscape Professionals**

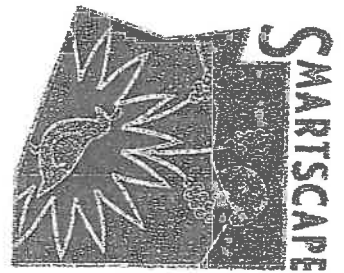
  
Steven L. Olson, Executive Director  
Arizona Municipal Water Users Association

  
James A. Christenson, Associate Dean  
University of Arizona Cooperative Extension

  
Cheryl A. Goor, Executive Director  
Arizona Nursery Association

**Sponsored by:**  
The Arizona Municipal Water Users Association and  
the University of Arizona Cooperative Extension, Maricopa County





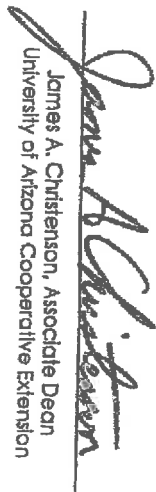
# Certificate of Completion

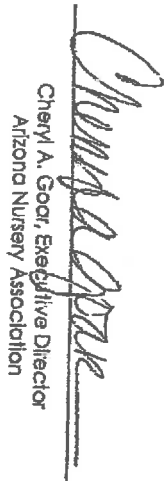
Awarded to

Carlos Lopez

For the completion of the  
**Smartscape Training Program for Landscape Professionals**

  
Steven L. Olson, Executive Director  
Arizona Municipal Water Users Association

  
James A. Christenson, Associate Dean  
University of Arizona Cooperative Extension

  
Cheryl A. Good, Executive Director  
Arizona Nursery Association

Sponsored by:  
The Arizona Certified Landscape Professionals; The Arizona Landscape Contractors Association;  
The Arizona Nursery Association; the municipalities of Avondale, Chandler, Gilbert, Glendale,  
Goodyear, Mesa, Peoria, Phoenix, Scottsdale, and Tempe, working together as the  
Arizona Municipal Water Users Association; Tucson Water;  
and the University of Arizona Cooperative Extension.

**EXHIBIT B**  
**AQUIFER RECHARGE FACILITY LANDSCAPE SERVICES**  
**COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

Contractor shall prepare a written monthly summary report that covers all maintenance activities and submit these reports to the City ARF Supervisor, or designee, along with monthly invoice for payment.

**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 \$165,000 for the entire term which includes all extensions.


**DETAILED PROJECT COMPENSATION**

Detailed Pricing

1	Weekly Maintenance of Aquifer Recharge Facility and Erosion Control as per Specifications		
	Monthly	\$1,949.22	Annual Total = \$23,390.64
2	Ripping and Scraping of Basins in the months of June, August, November and March as per Specifications.		
	4 Visits Per Year	\$1,875.00	Total = \$7,500.00

Grand Total (Items 1 and 2) \$30,890.64

3. Use of Labor for operating and using Heavy Equipment for extra work as requested by the City  
\$80.00 per hour.

	<b>City of Glendale</b> <b>Materials Management</b> <b>Solicitation Number: RFP 16-54</b> <b>Aquifer Recharge Facility Landscape Services</b>	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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**5.0 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 overhead costs.

**PRICE SHEET**

Item No.	Description	Estimated Quantities (A)	Unit of Measure	Unit Price (B)	Extended Amount (A X B)
5.1	Weekly Maintenance of Aquifer Recharge Facility and Erosion Control as per Specifications	12	Month	\$1949.22	\$23390.64
5.2	Ripping and Scraping of Basins in the months of June, August, November and March as per Specifications.	4	Visit	\$ 1875.00	\$ 7500.00
<b>Grand Total (Items 5.1 to 5.2)</b>					<b>\$ 30890.64</b>

**Hourly Charges for Services and Heavy Equipment When Needed by the City**

Item No.	Description	Unit of Measure	Unit Price
5.3	Use of Labor for operating and using Heavy Equipment for extra work (as requested by City).	Per Hour	\$ 80.00 /Hour

**5.5 DELIVERY** All services shall be performed in accordance with the Specifications.

**5.6 PROCUREMENT CARD ORDERING CAPABILITY** Please check the 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.

**5.7 PAYMENT** The Contractor shall provide monthly statements of itemized services. Payment will be reviewed and approved by the Contract Administrator or designee. The itemized statement shall not exceed the price listed above.

**OFFEROR NAME:** Handyman Maintenance, Inc.



Legislation Description

**File #:** 16-475, **Version:** 1

**EXPENDITURE AUTHORIZATION FOR THE PURCHASE OF EQUIPMENT FROM COVERTTRACK GROUP, INC. FOR THE GLENDALE POLICE DEPARTMENT**

Staff Contact: Rick St. John, Interim Police Chief

**Purpose and Recommended Action**

This is request for City Council to authorize the expenditure of funds in an amount not to exceed \$30,000 for the purchase of devices and airtime from CovertTrack Group, Inc. for the Glendale Police Department. This purchase combined with previous purchases from Covert Track Group, Inc. this fiscal year equal an amount exceeding the \$50,000 expenditure authority limit to any single vendor and therefore requires Council approval.

**Background**

CovertTrack Group, Inc. is a surveillance solutions company specializing in GPS tracking and covert surveillance technology for law enforcement. The Special Investigations Unit of the Glendale Police Department began using CovertTrack Group, Inc. in September 2009 because the company's product line best met the needs of the department. No other manufacturer produces the same equipment with the same capabilities that includes the exclusive web-based tracking capabilities.

**Analysis**

If the requested action is approved by Council, the Glendale Police Department will purchase additional devices and necessary airtime used by detectives in the course of their investigations. All of the existing equipment utilized by the Glendale Police Department is manufactured, maintained, and administrated by CovertTrack Group, Inc. If the Glendale Police Department were to change to a different vendor, the cost would rise substantially, as the hardware and software are proprietary. Materials Management has reviewed and approved the Special Procurement Request submitted by the Glendale Police Department. Staff is requesting Council authorize the expenditure of funds in an amount not to exceed \$30,000 from CovertTrack Group, Inc.

**Budget and Financial Impacts**

Funds for this purchase are available in accounts listed below.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$25,000</b>	<b>1840-33231-518200, HIDTA WVDETF</b>
<b>\$5,000</b>	<b>1860-32030-518200, State RICO</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

[SIGN UP](#) [MEM](#)

## TERMS AND CONDITIONS

This document limits our liability, your use of the product or service constitutes your acceptance of the following terms and conditions.

This Agreement (as amended or modified from time to time, the "Agreement") is by and between CovertTrack Group Inc., its subsidiaries, affiliates, partners, licensees, and authorized agents/distributors (collectively hereinafter "CovertTrack") and you, the entity you represent, and your respective agents, successors and assigns ("You" or "Customer"), and is made effective as of the date of Your product usage, purchase or electronic execution of this Agreement. This Agreement sets forth the terms and conditions of Your use of any and all products, software and services purchased from or otherwise provided by CovertTrack ("Products", "Software" and "Services" as applicable), and explains CovertTrack's obligations to You and Your obligations to CovertTrack in relation to the Products, Software and Services You purchase.

By purchasing CovertTrack's Products, Software or Services, You acknowledge that You have read, understood, and agree to be bound by all terms and conditions of this Agreement and any other policies or agreements made part of this Agreement by reference, as well as any new, different or additional terms, conditions or policies which CovertTrack may establish from time to time, and any agreements that CovertTrack is currently bound by or will be bound by in the future. This Agreement, as updated and supplemented from time to time, is available at any time online by searching for CovertTrack or GPS Intelligence and navigating to the applicable portion of CovertTrack's website, <https://www.coverttrack.com> (the "Website")

**\*TO ALL PURCHASERS AND USERS: BY USING THE PRODUCT, SERVICE OR SOFTWARE YOU AGREE TO LIMIT COVERTTRACK'S LIABILITY AND THE LIABILITY OF THE MANUFACTURER AND DISTRIBUTORS AS DESCRIBED IN SECTIONS 13 AND 14 BELOW. READ THEM.**

**\*\* THE PRODUCTS, SOFTWARE AND SERVICES PROVIDED BY COVERTTRACK UNDER THIS AGREEMENT RELY AND DEPEND ON GPS TECHNOLOGY AND OTHER TECHNOLOGIES PROVIDED BY NON-PARTY TO THIS AGREEMENT. DUE TO THE INHERENT NATURE OF GPS TECHNOLOGY AND SUCH OTHER TECHNOLOGIES PROVIDED BY NON-PARTIES TO THIS AGREEMENT, NO GUARANTY CAN BE MADE AS TO THE PRODUCT, SOFTWARE OR RELATED SERVICES, THEIR FITNESS FOR A PARTICULAR PURPOSE OR USE – YOU MUST READ ALL INSTRUCTIONS TO BE AWARE OF THE INHERENT LIMITATIONS, SUCH AS LOSS OF SIGNAL, IN USING COVERTTRACK'S PRODUCTS, SOFTWARE AND SERVICES.**

### GENERAL TERMS APPLICABLE TO ALL PRODUCTS, RELATED SOFTWARE AND/OR SERVICES

#### 1. TERMS OF USE.

You agree that CovertTrack reserves the right to modify this Agreement and its related Services from time to time. Your continued use of the Product, Software and/or Services constitutes your acceptance and agreement to be bound by any such modifications. If You have purchased Services or Software from CovertTrack, the terms of this Agreement shall continue in full force and effect as long as you use the Product, Software or Services. In the event You terminate Your usage, CovertTrack will not refund any amounts You have paid unless otherwise agreed to in writing.

You agree that CovertTrack shall not be bound by any representations made by third parties whose products, software or services you may use in conjunction with your use of CovertTrack products. Any statement of a general nature, which may be posted on CovertTrack's Web site or contained in CovertTrack's promotional materials, will not bind CovertTrack. CovertTrack may, at times, offer certain promotions with different charges and features, such promotions may be discontinued at any time, without prior notice.

#### 2. ACKNOWLEDGMENT OF WARNINGS AND INSTRUCTIONS.

By using CovertTrack Products, Software or Services, you are agreeing that you have read and understand all related warnings, instructions and notices provided therewith or in this Agreement, or in the event you did not see the warnings, instructions and notices included with the product or software, that you have reviewed and understood the warnings available on the CovertTrack Website for the Product, Software or Service you are using, and you have provided access and/or discussed those warnings and instructions with any parties to whom you provide access to or use of, the product, software or service. CovertTrack disclaims any liability for your failure to read or follow warnings, instructions and notices.

**Batteries Replacement Warning:** For Products that contain batteries, it is critical for battery safety and operational purposes that the Products be inspected, serviced, & their batteries replaced on a yearly basis by the manufacturer, especially since tracking devices can be subject to extreme temperatures, water, vibration & shock during use. Please contact us at 480-661-1916, or at [admin@coverttrack.com](mailto:admin@coverttrack.com), to make arrangements for sending the device(s) in. CovertTrack recommends at least yearly factory maintenance and/or inspections. CovertTrack is not responsible for maintaining or inspecting the Products, including batteries replacement, and will not initiate such inspections unless and until requested by You. Inspections are provided free of charge by CovertTrack, however, You are responsible for any shipping costs and contacting CovertTrack in advance for details related to sending in Products for inspection. You are solely responsible for Product maintenance and ensuring products are sent in for inspection on a timely basis.

#### 3. TERMS OF USAGE & SERVICE.

Subject to the terms and conditions of this Agreement, CovertTrack shall attempt to provide, but cannot guarantee, GPS Related Services for twenty-four (24) hours a day, seven (7) days a week throughout the term of this Agreement. Customer understands and agrees that CovertTrack DOES NOT ACCEPT ANY LIABILITY for service, product or access outages. Customer understands and accepts that from time to time, without notice, the Services may be inaccessible or products may be inoperable for a variety of reasons, many of which may be outside of CovertTrack's control, including, without limitation: (i) equipment damage or malfunctions; (ii) periodic maintenance procedures or repairs which CovertTrack may undertake, or (iii) causes beyond the control of CovertTrack or which are not reasonably foreseeable by CovertTrack, including, without limitation, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures and shall not be entitled to any setoff, discount, refund or other credit.

Customer agrees and understands that CovertTrack has no control of availability of tracking Services on a continuous or uninterrupted basis, in light of a variety of factors which can affect GPS reception, in addition to the factors listed above. Any break in service known to CovertTrack will be relayed to Customer as soon as possible, but no guarantees are made with regards to the provision of notice. In the event that a pre-established interruption is necessary CovertTrack will notify the customer with as much advanced notice as possible.

In the event that a break in service or problem with product functioning occurs due to forces beyond control of CovertTrack, CovertTrack will attempt to notify Customers using reasonable means (such as posting information on its Website) and will make efforts to re-establish service on customers' behalf, however, CovertTrack cannot make any guarantees with regards to re-establishing services. If the performance of any part of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of either party, that party shall be excused from such to the extent that it is prevented, hindered or delayed by such causes.

#### 4. NO UNLAWFUL CONDUCT OR IMPROPER USE.

As a condition of Your use of CovertTrack's Products, Software and Services, You agree not to use them for any purpose that is unlawful or prohibited by these terms and conditions, and You agree to comply with any applicable local, state, federal and international laws, government rules or requirements. You agree You will not be entitled to a refund of any fees paid to CovertTrack if, for any reason, CovertTrack takes corrective action with respect to Your improper or illegal use of its Services. CovertTrack reserves the right at all times to disclose any information as CovertTrack deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in CovertTrack's sole discretion. You agree that your information & tracking records may be released to any Law Enforcement Officer who requests the information in regards to an ongoing investigation regarding Your tracking device without a Subpoena or Warrant.

If You have purchased Services, CovertTrack has no obligation to monitor Your use of the Services. CovertTrack reserves the right to review Your use of the Services and to cancel the Services in its sole discretion. CovertTrack reserves the right to terminate Your access to the Services at any time, without notice, with the limitation on your damages being a refund for unused services.

CovertTrack reserves the right to terminate Services if Your usage of the Services results in, or is the subject of, legal action or threatened legal action, against CovertTrack or any of its affiliates or partners, without consideration for whether such legal action or threatened legal action is eventually determined to be with or without merit. CovertTrack may review every account for excessive space and bandwidth utilization and to terminate or apply additional fees to those accounts that exceed allowed levels.

Customer also agrees to be solely responsible for obtaining any necessary consent from the person(s), vehicles, or assets that they will be tracked and agrees to abide by all state and federal laws concerning using tracking devices. Customer agrees to indemnify and hold CovertTrack, and its subcontractors, Members, Officers & Employees harmless from any and all costs and expenses regarding any claim(s) arising from the unauthorized tracking by Customer. Customer is urged to speak with an attorney if they are not sure of applicable laws regarding tracking devices. Laws can vary from State to State, and Country to Country, regarding use of tracking devices.

#### 5. NO MODIFICATION OF PRODUCTS OR SOFTWARE

Customer agrees not to remove or alter any equipment or software provided by CovertTrack including removal of the SIM card from the tracking device. Customer will be billed, and agrees to be responsible for, any and all charges associated with altering the SIM card or using the SIM card in any other device other than the device registered with the CovertTrack Website.

#### 6. ACCOUNT SECURITY.

You are responsible for maintaining the confidentiality of Your customer number/login, password and any related information. You agree You are entirely responsible for any and all activities that occur under Your account. You agree to notify CovertTrack immediately of any unauthorized use of Your account or any other breach of security. You agree that to the

extent permitted by law, CovertTrack will not be liable for any loss that You may incur as a result of someone else using Your Account Access Information, either with or without Your knowledge. You further agree You could be held liable for losses incurred by CovertTrack or another party due to someone else using Your Account Access Information.

For security purposes, You should keep Account Access Information in a secure location and take precautions to prevent others from gaining access to Your Account Access Information. CovertTrack specifically disclaims liability for any activity in Your account, whether authorized by You or not.

#### **7. ACCURATE INFORMATION.**

You agree and represent that You have provided, and at all relevant times will provide, CovertTrack with accurate and complete information, and that You will notify CovertTrack within five (5) business days when any of the information You provided as part of the application and/or registration process changes. Failure by You, for whatever reason, to comply with the foregoing obligation or to respond within five (5) business days to any inquiries made by CovertTrack to determine the validity of information provided by You will constitute a material breach of this Agreement.

You agree that CovertTrack may use and rely on any such information provided by You for all purposes in connection with Your use of the Product, Related Software or Services, subject to CovertTrack's Privacy Policy. If You provide any information that is false, misleading or incomplete, or if CovertTrack has reasonable grounds to suspect that Your information is misleading or incomplete, CovertTrack has the absolute right, in its sole discretion, to terminate its Services and close Your account, and you specifically agree to indemnify and hold harmless CovertTrack from and against any damage, loss or expense incurred by CovertTrack as a result of your breach of the foregoing obligations. Further, CovertTrack may investigate any account without notice to You in order to respond to credit card dispute inquiries or inquiries from law enforcement.

#### **8. FEES AND PAYMENT.**

As consideration for the Software or Services purchased by You and provided to You by CovertTrack, You agree to pay CovertTrack in accordance with this Agreement and your payment and services plan that you selected (each a "Plan"). Your Plan will specify the initial contract term, the monthly fee, the Services and Products covered, and other payment and Services terms. Upon expiration of the initial term, Your contract will be renewed and continue on a month-to-month basis, unless prior to the expiration of the initial term, we send to You a proposed invoice for the following term, in which case You will either renew for the following term by paying the invoice or cancel service by sending to us a cancellation notice. If we send to You an invoice and Your renewal payment or cancellation notice is not received by us before the end of Your current term, we reserve the right to terminate the Service without further notice. YOU UNDERSTAND THAT COVERTTRACK EQUIPMENT AND DEVICES MAY NOT WORK IN COMBINATION WITH OTHER SOFTWARE OTHER THAN OUR SERVICES. If we do not send you an invoice, the contract will be automatically extended and you will be billed on a month-to-month basis until you send to us a cancellation notice as set forth herein. Cancellation notices must be received at least 10 days prior to the end of the monthly billing cycle to prevent you from being charged for an additional month of service. Email cancellation notices must be sent to [cancel@coverttrack.com](mailto:cancel@coverttrack.com), and written cancellation notices must be sent to CovertTrack Group, Inc., 8361 E. Gelding Dr., Scottsdale, AZ 85260. All cancellation notices must include Your account email address and tracking device serial number. All fees for the initial and any renewal contract term are due immediately and are non-refundable, unless otherwise expressly noted, even if Your Services are suspended, terminated, or transferred prior to the end of the Services term as a result of Your breach of, or otherwise pursuant to, this Agreement. CovertTrack expressly reserves the right to modify pricing for any renewal term through email notification and notice on its Web site sent/posted at least 30 days prior to the pricing change.

Payment may be made by You through your valid credit card ("CC"), debit card or debits to Your bank account through the ACH (collectively, "EFT"), an online check or a personal check.

Payment Authorization. You hereby authorize, and agree to the following terms for, the EFT or CC charges.

1. You authorize CovertTrack, on the scheduled payment dates, to charge Your credit card account, or to initiate an EFT from the account You provide to CovertTrack, or any successor or replacement card or account, for all and any amounts due under this Agreement and Your payment plan. If Your card or account expires or is replaced, You agree to notify CovertTrack promptly of my new card or account.
2. Your authorization will remain in effect until cancelled by CovertTrack, or by You. You may cancel your EFT authorization by providing notice to CovertTrack by email at [cancel@coverttrack.com](mailto:cancel@coverttrack.com) and specifying the alternate manner of payment. Even after Your notice of cancellation, You authorize CovertTrack to charge or debit Your account for any balance You owe under this Agreement and Your payment plan up to the date this Agreement ends.
3. For EFT charges only, You understand that CovertTrack will notify me at least 10 days in advance of any EFT debit that will be more than three times the normal monthly debit amount. Upon Your written request, CovertTrack will notify You if the amount of the EFT transfer will vary by any amount.
4. If Your EFT or CC is rejected or returned unpaid for any reason, You authorize CovertTrack to resubmit it for payment one or more subsequent times in the future. If amounts You owe to CovertTrack are not paid because an EFT debit or CC does not go through, for any reason Your failure to pay those amounts may result in the suspension or termination of Services and this Agreement.
5. You may stop any EFT (a debit to my checking or savings account by ACH or debit card) by notifying the financial institution named above at least 3 days before the scheduled date of the transfer.

With respect to personal checks, You understand and agree that Your issuance of a non-sufficient funds ("NSF") check may cause CovertTrack to incur costs and expenses, in which case You agree to pay CovertTrack a \$25 NSF fee, which will be due and payable to CovertTrack within 30 days after the NSF notice was issued by Your bank.

You will be billed in advance for the initial contract term and any renewal contract term (each, a "contract term"). No pro-ration or refunds will be provided for cancellations before the end of the contract term. Once an account is on a month to month term, billing is performed 10 days before the end of the monthly billing period to pay for tracking services for the following month. Cancellation requests must be received by CovertTrack at least 10 days prior to the end of the monthly billing cycle to prevent You from being charged for an additional month of Services.

If You signed up for a monthly payment plan or Your plan was converted to a monthly plan after your contract ended, Your monthly billing date will be determined based on the day of the month You purchased the Services unless that date falls after the 28th of the month in which case Your billing date will be the 28th of each month.

Customer's failure to pay any fees when due shall be considered a material breach of this Agreement, and CovertTrack may, in addition to any rights available to it at law or in equity, do any or all of the following: (i) assess late charges of the greater of one and one-half (1.5%) per month or the maximum allowable under applicable law, (ii) suspend performance of the Services, and terminate the Agreement without penalty; or (iii) require future payments hereunder to be made in advance of Tracking Services being rendered by CovertTrack. Any suspension or termination of Services will not relieve Customer from paying past due fees plus late charges and in event of collection enforcement, Customer shall be liable for any costs associated with such collection, including, but not limited to, legal costs, attorneys' fees, court costs, and collection agency fees. Upon suspension of a customer's account for non-payment, customer will be charged a re-activation fee after all past due balances have been settled if customer wishes to resume tracking on the network.

#### **9. PRIVACY POLICY**

To serve You as a customer, we will initially collect information about you such as your name, street address, email address, and phone number. We collect this information in person, by telephone, by mail, e-mail or on our Web site through your use of the Services you purchase. CovertTrack will not sell or provide this information to any third party without Your consent with the exception of the requests by law enforcement agencies or response to legal subpoena or court order. However, Customer understands that privacy cannot be guaranteed on telephone, cable and computer systems, and CovertTrack shall not be liable to Customer for any claims, loss, damages or costs which may result from a lack of privacy experienced. Customer consents to CovertTrack using information about Customer, Customer's location or other information received through the Software (collectively, "information") to administer Services, offer new products or services, enforce the terms of this Agreement, prevent fraud and respond to regulatory and legal requirements. Customer agrees that CovertTrack may contact Customer by telephone, facsimile, e-mail or other internet facilities, with respect to the System and services provided under this Agreement, and new offerings of systems or services CovertTrack may make available in the future. Customer further understands and agrees that in conjunction with employee training, quality control and the provision of Services, CovertTrack may monitor and/or record video and audio related to Customer or Customer's location, as well as conversations with Customer, Customer's employees and agents, emergency services providers, and law enforcement personnel.

#### **10. SURVIVAL**

Sections 11, 12, 13 and 14 shall survive any termination or cancellation of this Agreement.

#### **11. DISPUTES/ARBITRATION/JURISDICTION/VENUE**

Any claim, controversy or dispute that arises between the parties, their agents, employees, officers, directors or affiliates ("Dispute") that the parties are unable to settle through consultation and negotiation may be mediated under the Commercial Mediation Rules of the American Arbitration Association ("AAA") by a mutually acceptable mediator. Any Dispute that cannot be resolved through negotiation or mediation may be resolved by binding arbitration. The arbitrator will be selected in accordance with AAA procedures from a list of qualified people maintained by the AAA and will conduct the arbitration under the rules of the AAA then in effect, except as otherwise provided in this Agreement. The arbitration will be conducted in Phoenix, Arizona and all expedited procedures prescribed by the AAA rules will apply. The arbitrator's decision and award will be final, conclusive and binding, and judgment may be entered upon the decision and award in accordance with applicable law in any court having jurisdiction thereof. If arbitration is not used and a civil remedy is needed, CovertTrack and You agree to use a court of appropriate jurisdiction within Maricopa County, Arizona.

#### **12. DISCLAIMER OF WARRANTIES**

CovertTrack disclaims any and all responsibility or liability for the accuracy, content, completeness, legality, reliability, operability or availability of information or material displayed in or accessible through the use of the Product or related Software and Services in conjunction with the Internet. CovertTrack disclaims any responsibility for the deletion, failure to store, mis-delivery, or untimely delivery of any information or material obtained from the use of the Product, related Software or Services. CovertTrack disclaims any responsibility for any harm resulting from downloading or accessing any information or material on the Internet.

Except as may be provided in [CovertTrack's Limited Warranty](#), CovertTrack, its suppliers and licensors DISCLAIM any warranties for services or goods received through or advertised on any third-party Internet sites that any user of the product may access related to the use of the Product or Software.

CovertTrack will attempt to retain all data for a period of 1yr from the date the data entered our system for active accounts. For GPS tracking data that was deleted by a customer, or accounts that were terminated, closed, or suspended, CovertTrack charges a fee of approximately \$1,500.00 to attempt to recover deleted data from an account.

#### **13. LIMITATION OF LIABILITY**

You understand and agree that: (a) GPS technology, which is essential to the Services, relies upon multiple independent factors beyond CovertTrack's control to provide data, including satellites, cell towers and independent service providers, (b) data from the use of the Product, related Software or Services cannot be guaranteed against interruptions or errors, and thus no warranty express or implied can or is given that the Product, Software or Services will operate without interruptions or at any minimum data speed or that it cannot be

compromised or rendered inoperable; (c) CovertTrack has no control over third party network sites you may access in the course of your use of the Product, related Software or Services and can assume no responsibility for third-party websites; (d) any information You download or otherwise obtain through the use of the Product, related Software or Services is at your own discretion and risk and you will be solely responsible for any damages to Your computer system or loss of data that results from the download of such material or data; and (e) the amount You pay to CovertTrack is based only on the value of the Product, related Software or Services and not on the value of any property or persons You track or any results of Your use of Product, related Software or Services; CovertTrack is not an insurer of such property or the personal safety of such persons, and You are solely responsible for providing any liability, life, health or disability insurance for such property and persons.

**THEREFORE YOU AGREE: EVEN IF A COURT OR ANY OTHER TRIBUNAL DECIDES THAT A FAILURE OR A DEFECT OF THE PRODUCT, SOFTWARE OR SERVICES, OR COVERTTRACK'S NEGLIGENCE CAUSED OR ALLOWED ANY HARM OR DAMAGE (WHETHER PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) TO YOU, ANY USER OF THE PRODUCT, SOFTWARE OR SERVICES, OR ANY THIRD PARTY, YOU AGREE THAT COVERTTRACK'S LIABILITY SHALL BE LIMITED TO THE LESSER OF \$1500.00 OR TWELVE (12) TIMES THE MONTHLY SERVICES FEE, AND THIS SHALL BE YOUR ONLY REMEDY REGARDLESS OF WHAT LEGAL THEORY (INCLUDING WITHOUT LIMITATION, NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY OR PRODUCT LIABILITY) IS USED TO DETERMINE THAT COVERTTRACK WAS LIABLE FOR THE INJURY OR LOSS.**

YOU MAY OBTAIN A HIGHER LIMITATION OF LIABILITY. If You wish, you may obtain from CovertTrack a higher limitation of liability for an additional periodic charge. If you elect this option, we will attach a rider to this Agreement which will set forth the amount of the limitation of liability and the amount of the additional charge. Agreeing to the higher limitation of liability does not mean that CovertTrack is an insurer.

IN NO EVENT SHALL COVERTTRACK BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF LEGAL THEORY, INCLUDING ANY SUCH DAMAGES OR LOSSES RESULTING FROM BUSINESS INTERRUPTION OR LOST PROFITS.

Under no circumstances shall CovertTrack, its suppliers or its licensors be liable to you, any user, or any third party on account of your, or that party's use or misuse of, or reliance on, the data obtained from the use of the product, related software or services or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission or any failure of performance.

Under no circumstances shall CovertTrack, its suppliers or its licensors be liable to you, any user, or any third party on account of the inability to use the product, related software or services, or from the interruption, suspension, or termination of any related services, or from your reliance on or use of the information obtained by your use of the product, software or services. In further limitation, CovertTrack, its suppliers or licensors shall not be responsible for the cost of procurement of substitute goods or services, lost profits, lost property, injury or lost data resulting from your use of the product.

SUCH LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW.

Without limiting the foregoing, under no circumstances will CovertTrack its suppliers, or licensors, be liable for any delay or failure in performance resulting in any way from forces or causes beyond its reasonable control, including without limitation, Internet failures, computer failures, any type of equipment failure, acts of god, acts of governments, orders of domestic or foreign courts or tribunals, or environmental conditions.

#### **14. INDEMNIFICATION; SUBROGATION**

Customer agrees to indemnify and hold harmless CovertTrack, including its affiliates, directors, officers, agents, licensees, employees and contractors, from any claim, liability, loss, damage, cost or expense (including, without limitation, suits, judgments, litigation, costs and attorney's fees of every kind and nature) arising out of or related to: (i) Customer's breach of this Agreement; (ii) any negligence or willful misconduct of Customer; (iii) any action or conduct of CovertTrack undertaken pursuant to this Agreement at the direction of the Customer (iv) any use of the product, related software or services, or (v) from any actions taken by in connection with the use of the Product, related Software or Services, in particular, but not limited to, any claim arising from a violation of any third party's rights, violations of law, or a breach of the foregoing. Customer agrees that CovertTrack shall have the right to participate in the defense of any such claim through counsel of its own choosing. You agree to release us from any claims of any parties suing through Your authority or in your name, such as Your insurance company, and You agree to defend us against any such claim.

#### **15. SOFTWARE SECURITY NOTICE AND DISCLAIMER**

**NOTICE!** The use of this product may expose your computer to an open network, which you agree to use at your own risk. Any such network may not be SECURE. CovertTrack cannot and does not guarantee the privacy of your data and communication while using a device or when using related software programs or the Internet in connection with the use of this product.

There are potentially serious security issues with any computer connected to the Internet without the appropriate protection and anti-virus software, ranging from viruses, worms and other programs that can damage the user's computer, to attacks on the computer by unauthorized or unwanted third parties. By using this product, you acknowledge and knowingly accept the potentially serious risks of accessing the Internet over an unsecured network to retrieve information relate to the use of this product. It is recommended that users take steps to protect their own computer system, such as installing current anti-virus software and maintaining appropriate firewall protection. For further information on how to protect you on this open network, consult a security professional.

By using this product, you further acknowledge and agree that YOUR USE OF OUR PRODUCTS, SOFTWARE AND ANY RELATED SERVICE IS SOLELY AT YOUR OWN RISK and you also agree to all terms set forth in CovertTrack's Terms and Conditions, including the Disclaimer of Warranties, Limitation of Liability and the Indemnification policies, as well as its Privacy Policies.

ALL MATERIALS, INFORMATION, PRODUCTS AND SERVICES INCLUDED HEREIN ARE PROVIDED "AS IS," WITH NO WARRANTY UNLESS SPECIFIED IN WRITING IN A SPECIFIC PRODUCT'S OR SOFTWARE'S MANUAL. Except as otherwise specified in writing, CovertTrack, its suppliers and licensors, expressly disclaim to the fullest extent permitted by law, all express, implied and statutory warranties, including without limitation, the warranties of merchantability, or fitness for a particular purpose.

ITS SUPPLIERS AND ITS LICENSORS DISCLAIM ANY WARRANTIES FOR ANY INFORMATION OR ADVICE OBTAINED THROUGH THE USE OF THE PRODUCT, RELATED SOFTWARE OR SERVICES. COVERTTRACK, ITS SUPPLIERS AND ITS LICENSORS DISCLAIM ANY WARRANTIES FOR SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON ANY INTERNET SITES THAT ANY USER OF THE PRODUCT MAY ACCESS RELATED TO THE PRODUCT OR SOFTWARE.

By entering into this Agreement, You represent to CovertTrack that You have authority to enter into this Agreement on behalf of the entity You represent, which shall be bound hereby.

#### **Consent to Electronic Contracting.**

By clicking "ACCEPT", I agree to the terms and conditions above and consent to the use of an electronic contract instead of a paper-form contract which can be mailed to me at my request by calling 480-661-1916. I understand that upon request this contract can be emailed to me in PDF format, which may be viewed and stored on my machine and/or printed using any standard printer. I understand that, even if I elect to proceed electronically, I can later call CovertTrack and request a printed copy of the contract for an additional fee. I and CovertTrack both agree that this Agreement and any signatures on it may be transmitted and delivered by facsimile, internet, or other electronic means, and all such signatures and electronic transmissions of this Agreement are to be treated as originals for all purposes and given the same legal force and effect as a signed paper contract. I further agree that this consent to the use of electronic contracting applies to this Agreement and all future communications from CovertTrack.

Questions? Call 480 657 9545 for Customer Service or Techn



**ADDENDUM**

The City of Glendale, Arizona ("City") and CovertTrack Group Inc. ("Contractor") further agree as follows:

- I. Conflicts. The CovertTrack terms and Conditions (the "Agreement") between the parties is subject to cancellation for conflicts of interest under the provisions of Arizona Revised Statutes 38-511.
- II. Immigration Law Compliance. The parties agree, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to its employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- III. No Boycott of Israel. The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.
- IV. Non-Discrimination Policies. The parties agree that they 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.
- V. Entire Agreement. The Agreement and this Addendum constitute the entire understanding between the parties with respect to the subject matter of the Agreement and Addendum.
- VI. Agreement and Addendum Conflict. In the event of any conflict between the Agreement and this Addendum, the terms of this Addendum prevail.

  
\_\_\_\_\_  
City of Glendale, Arizona

9-22-16  
Date

  
\_\_\_\_\_  
Contractor

9/21/16  
Date

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney



## Legislation Description

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**File #:** 16-476, **Version:** 1

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**EXPENDITURE AUTHORIZATION FOR THE PURCHASE OF EQUIPMENT FROM PROFORCE MARKETING, INC.  
FOR THE GLENDALE POLICE DEPARTMENT**

Staff Contact: Rick St. John, Interim Police Chief

**Purpose and Recommended Action**

This is a request for City Council to authorize the expenditure of funds in an amount not to exceed \$45,000 for the purchase of equipment from ProForce Marketing, Inc., dba ProForce Law Enforcement (ProForce) for the Glendale Police Department. This purchase combined with previous purchases from ProForce this fiscal year equal an amount exceeding the \$50,000 expenditure authority limit to any single vendor and therefore requires Council approval.

**Background**

The Glendale Police Department is requesting expenditure authority for the purchase of additional Taser cartridges, Taser batteries, and other miscellaneous Taser supplies in the approximate amount of \$45,000. Tasers are a non-lethal weapon carried by Glendale Police Department officers as piece of required equipment. The items identified for purchase are mandatory for training and in order to maintain Taser weapons. Taser Cartridges are necessary for the operation of the Taser in the field, and are also utilized during Taser training. Two cartridges per year, per officer, must be deployed to meet the required training standards. Taser products are an annual and routine purchase to supply officers with essential equipment.

**Analysis**

ProForce is the only authorized distributor for Taser International products for the state of Arizona and a non-competitive award is the most advantageous to the City. Materials Management has reviewed the selection of ProForce for this procurement and has approved the sole source request for the purchase of Taser cartridges and equipment. Staff is requesting Council authorize the expenditure of funds in an amount not to exceed \$45,000 for the purchase of equipment from ProForce for the Glendale Police Department. The total expenditure authority requested includes an allowance for taxes and contingencies.

**Previous Related Council Action**

On October 28, 2014 Council authorized the expenditure of funds in an amount not to exceed \$105,000 for the purchase of equipment from ProForce for the Glendale Police Department.

**Budget and Financial Impacts**

Funding for the necessary equipment expenditure is budgeted and available in the FY 2016-17 line supplies

account designated for Taser supplies.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$45,000</b>	<b>1000-12135-524400, PD-Training-Line Supplies</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?



**2016 TASER® X2 CEW Law Enforcement Pricing**

<u>Item Number</u>		<u>Agency Price</u>
<b>X2 Conducted Electrical Weapons (Handle only without Power Magazine, choose one)</b>		
22002	Black X2 CEW	\$1,066.00
22003	Yellow X2 CEW	\$1066.00
<b>X2 Power Magazines (Choose One)</b>		
22010-TSR	Performance Power Magazine (PPM)	\$56.41
22012	Tactical Performance Power Magazine (TPPM)	\$56.41
<b>X2 Power Magazine (Optional)</b>		
22011	Automatic Shut-Down Power Magazine (APPM)	\$68.15
<b>Optional Accessories</b>		
<b>X2 Holsters</b>		
22501	Holster, X2, Right Hand, Blackhawk!	\$68.15
22504	Holster, X2, Left Hand, Blackhawk!	\$68.15
22500	Holster, X2 Right hand, Bladetech	\$61.80
22503	Holster, X2, Left Hand, Bladetech	\$61.80
<b>Customer Care Extended Warranty</b>		
22014	4-year Extended Warranty	\$329.39
<b>X2 Smart™ Cartridges**</b>		
22150	15' Live Smart Cartridge (Yellow Blast Door)	\$30.48
22151	25' live Smart Cartridge (Green Blast Door)	\$32.55
22152-TSR	35' Live Smart Cartridge (Orange Blast Door)	\$33.79
22155	Inert Simulator 25' Smart Cartridge	\$44.46
22157-TSR	25' Training Smart Cartridge (Blue Blast Door/Non-Conductive)	\$31.62
<b>TASER CAM™ HD Recorders</b>		
26810	TASER CAM HD	\$548.96
26820	TASER CAM HD with Automatic Shut-Down (AS) Feature	\$576.44
26762	TASER CAM HD USB download kit	\$15.94
26763	TASER CAM HD 4-year Extended Warranty	\$159.86
26764-TSR	TASER CAM HD Replacement Battery	\$54.80
<b>Dataport Download Kits</b>		
22013	Kit, Dataport Download, USB	\$170.52
<b>HOGUE HANDALL™ Grips</b>		
22018	Grip, CEW, Hogue, packaged	\$15.78
<b>Accessories</b>		
80004	Conductive Target 2 Part Cond. Front/Back	\$27.58
80002	Practice Paper Targets	\$7.40
44550	Suit, Sim, Model II	\$586.33
80100-TSR	LASER Engraving, 10-piece minimum	\$6.93

Prices subject to change without notice. Prices good until 10/30/16  
 FOB Prescott, Arizona

**Prescott, Arizona**  
**Corporate Office & Support Center**  
 3009 North Highway 89 • Prescott, AZ 86301  
 Phone (928) 776-7192 • Fax (928) 445-3468

**Brea, California**  
**Law Enforcement/Fire & Military Store**  
 655 Berry Street, Suite H • Brea, CA 92821  
 Phone (714) 257-9095 • Fax (714) 257-9076



## Legislation Description

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**File #:** 16-498, **Version:** 1

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**AUTHORIZATION TO PURCHASE COMPUTERS AND THE ASSOCIATED ACCESSORIES FOR THE GLENDALE POLICE DEPARTMENT FROM PCS MOBILE, AUTHORIZED RESELLER OF PANASONIC CORPORATION OF NORTH AMERICA, UTILIZING A CITY OF TUCSON COOPERATIVE PURCHASING CONTRACT**

Staff Contact: Rick St. John, Interim Police Chief

### Purpose and Recommended Action

This is a request for City Council to authorize the purchase of twenty-four (24) computers and the associated accessories for the Glendale Police Department from PCS Mobile in an amount not to exceed \$93,000. This cooperative purchase is available through an agreement between the City of Tucson, Arizona and Panasonic Corporation of North America (Contract No. 120471) and is effective through July 31, 2017. The purchase will be made from PCS Mobile, an authorized reseller of Panasonic Corporation of North America.

### Background

At the April 12, 2016 City Council Workshop, Citygate Associates, LLC presented their staffing and operations analysis for the Glendale Police Department. Recommendations provided by Citygate included filling existing vacancies of sworn officers, and budgeting additional civilian Community Service Officers to provide support for patrol. This purchase, consisting of three (3) ruggedized laptop computers, twenty-one (21) G1 tablet mobile data computers, and the associated accessories (docking stations, keyboards, and warranties) is necessary to complete the outfitting for personnel filling existing vacancies of sworn officers as they are hired, and the civilian Community Service Officer squad.

Mobile data computers (MDCs) have been utilized by the Glendale Police Department for almost 20 years. Modern MDCs are state of the art and incorporate military-grade durability in a very portable form, combining improved cellular "4G" coverage and connectivity. Whether responding to an emergency, making a routine traffic stop, or conducting a non-emergency investigation, officers rely on computer-equipped vehicles to serve as their mobile command centers. Ruggedized laptop computers are used by police personnel for better portability and provide for expanded investigation while on scene.

### Analysis

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

A current linking agreement (C-9942) with Panasonic Corporation of North America is currently on file with the City of Glendale Clerk Department that allows for future purchases from the authorized standard reseller, provided the term of the City of Tucson Contract has not expired. The City of Tucson executed Contract Amendment No. 10 to Contract No. 120471 on April 6, 2016, exercising its option to renew the contract for the period of August 1, 2016 through July 31, 2017. If Council approves the recommended action, utilizing the cooperative purchasing contract will ensure the best pricing for the purchase. Staff is recommending Council authorize the purchase of twenty-four (24) computers and the associated accessories from PCS Mobile, authorized reseller dictated by Panasonic Corporation of North American, in a total amount not to exceed \$93,000.

**Previous Related Council Action**

On December 8, 2015, Council authorized the purchase of ten (10) ruggedized laptop computers and two (2) tablets with the associated equipment and services from PCS Mobile for the Glendale Police Department in an amount not to exceed \$59,000.

**Budget and Financial Impacts**

The total cost for the computers and associated accessories is estimated at approximately \$93,000, including tax. The account numbers listed will not support this expenditure of funds. A budget transfer from salary savings will be requested in the fourth quarter.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$26,606.58</b>	<b>1000-12160-525600, Police Personnel Management-New Officer Costs</b>
<b>\$65,716.80</b>	<b>1000-12210-521000, PD-Fiscal Management-Equip Less than \$5000/Unit</b>

Capital Expense? No

Budgeted? No

Requesting Budget or Appropriation Transfer? Yes

If yes, where will the transfer be taken from? Salary Savings, 1000-12170-500200



Proposal: PROPOSAL-16320/1  
For: Glendale Police Dept

Corporate Headquarters 1200 W Mississippi Ave Denver, CO 80223 Phone: 888.836.7841 Email: <a href="mailto:sales@pcsmobile.com">sales@pcsmobile.com</a>	Print Date: 09/26/2016 10:08 AM Proposal Valid Date: 10/30/2016 10:05 AM  Inside Sales Rep: Lexie LeForce Email: <a href="mailto:lexiel@pcsmobile.com">lexiel@pcsmobile.com</a> Phone: 303-552-3965 Fax: 480-539-4589
Customer: Glendale Police Dept 6835 N. 57th Drive  Glendale, AZ 85301-3218	Salesperson: Dan Allen Email: <a href="mailto:dana@pcsmobile.com">dana@pcsmobile.com</a> Proposal Created By: Dan Allen

## Proposal

Customer	Requested By	F.O.B.	Terms	Contract
GLE002	Kent Strege	Origination	Net 30 Days	NIPA CNR-04540-V37T - 120471

Line	Item Number	Description	Price	Quantity	Subtotal
1	FZ-G1J2700KM	i5-2.3G,W7(10COA),10.1",256Gssd,8GB,Wifi,BT,lte,GPS,Cam,DP	\$2,855.00	21.00	\$59,955.00
2	FZ-SVCTPEXT2Y	Extended Warranty - Toughpad PC (Years 4 & 5)	\$270.00	21.00	\$5,670.00
3	CF-H-PAN-702-2P	CF-H-PAN-702-2-P Havis Docking station for FZ-G1 W Power	\$740.00	5.00	\$3,700.00
4	SB-87-TP-M-USB	IKEY KEYBOARD	\$347.00	5.00	\$1,735.00
5	CF-54F5-01VM	Win7(10)i5,6300U, 2.4GB,8GB,256GB,DRW,BT, TMP, W10P	\$2,927.00	3.00	\$8,781.00
6	CF-SVCPSY5	4TH & 5TH YEARS PUBLIC SAFETY SERVICE BNDL ADD ON	\$578.00	3.00	\$1,734.00
7	CF-SVCADDSPE5Y	Absolute DDS 5Y, Education/State/Local Govt- North America	\$149.75	24.00	\$3,594.00
				Total	\$85,169.00
				Tax 9.2%	\$7,154.38
				Total	\$92,323.38

Notes
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## Terms and Conditions

### Portable Computer Systems, Inc., dba: PCS Mobile Standard Reseller: Terms and Conditions

1. **Contract Terms.** These Terms and Conditions are attached to and made a part of a "Quote" for resale of products ("Products") provided by Portable Computer Systems, Inc., dba: PCS Mobile ("PCS") to the buyer named therein ("Buyer"); and all further references herein to "this Agreement" mean the Quote, including these Terms and Conditions. Upon acceptance of this Agreement by Buyer, the provisions of this Agreement constitute a binding contract between PCS and Buyer. This Agreement shall be accepted by Buyer upon either receipt from Buyer of any written communication confirming this Agreement or acceptance by Buyer of Products shipped by PCS pursuant to this Agreement. This Agreement supersedes all prior communications relating to the Products covered by this Agreement, and any contrary or supplemental provisions in any Buyer purchase order or other communication from Buyer are specifically rejected.

2. **Payment.** Payment for the Products shall be in US dollars as stated in this Agreement. Unless stated otherwise, prices stated in this Agreement do not include any state or local sale, use or other taxes or assessments or freight charges (beyond delivery by PCS to common carrier), all of which shall be paid by Buyer. A service charge of 1.5% per month will be charged on all past due balances and will be due on demand. All PCS costs of collection, including reasonable attorney's fees, shall be paid by Buyer. Buyer grants PCS a security interest (and the right to file UCC financing statements) in the Products to secure payment of all amounts due. If Buyer fails to make any payment when due, PCS shall have the right to revoke any credit extended, regarding the Products or otherwise, to delay or cancel any or all future deliveries without liability to Buyer. The obligation of PCS to deliver Products shall terminate without notice upon filing of any bankruptcy proceeding by or against Buyer or appointment of any trustee for Buyer or any of its assets. Under no circumstances may Buyer set off against amounts due PCS pursuant to this Agreement any claim Buyer may have against PCS for any reason.

3. **Shipment.** Delivery of all Products shall be F.O.B. place of shipment by or for PCS, unless otherwise agreed in writing. PCS reserves the right to select the means of shipment, point of shipment and routing. Delivery will be deemed complete upon transfer of possession of Products to common carrier as described above, whereupon all risk of loss, damage or destruction to the Products shall pass to Buyer.

4. **Acceptance of Products; Returns.** All Products shall be deemed accepted by Buyer unless Buyer notifies PCS in writing within seven (7) calendar days of receipt of Products of any short shipment, wrong-product shipment, damaged Products or similar discrepancies. Once accepted by Buyer, Products may be returned only with authorization from PCS, in the sole discretion of PCS; and in no case will returns be considered more than thirty (30) days after delivery to Buyer. If accepted for return Products will be subject to a 20% restocking fee.

5. **Warranties.** PCS makes no representation with regard to Products of any kind or nature, express or implied, including any warranty of merchantability or fitness for a particular purposes, or usage of trade. Products are covered by manufacturer's warranty only. Copies of manufacturer's warranty will be provided to Buyer upon written request. PCS assigns to Buyer all warranties on the Products accepted by Buyer; and PCS shall have no obligation relating to processing claims there under, though PCS may assist Buyer therewith at the sole option of PCS.

6. **Limitation on Liability.** In no event shall PCS be liable for any claims for loss of use, revenue, profit or customer, or any direct, indirect, special, incidental or consequential damages of any kind or nature arising out of, or connected with the Products, the use thereof, or the sale thereof by PCS to Buyer. Further, Buyer agrees to indemnify and defend PCS from any such claims.

7. **Force Majeure.** PCS shall not be liable for any delay or failure to perform any obligation of PCS under this Agreement that is caused by events of force majeure, including without limitation strikes, riots, casualties, acts of God, war, governmental action or other cause beyond the reasonable control of PCS.

8. **Miscellaneous.** This Agreement constitutes the entire agreement between PCS and Buyer regarding the Products, and may not be modified except by written agreement signed by the party to be charged with the modification. Buyer's rights under this Agreement may not be assigned without the written consent of PCS. If any provision of this Agreement shall become invalid or illegal under any provision of applicable law, the remainder of this Agreement shall not be affected. This Agreement shall be binding upon both PCS and Buyer, and their respective successors and assigns. This Agreement shall be interpreted in accordance with the internal laws of the State of Colorado.



# CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 8TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
PHONE: (520) 837-4105 / FAX: (520) 791-4735  
[Lloyd.Windle@tucsonaz.gov](mailto:Lloyd.Windle@tucsonaz.gov)  
ISSUE DATE: MARCH 31, 2016

CONTRACT #120471  
CONTRACT AMENDMENT NUMBER: TEN (10)  
PAGE 1 of 1  
LW/slf  
CONTRACT OFFICER: LLOYD B. WINDLE II, C.P.M., CPPB

## PANASONIC SOLUTIONS

THIS CONTRACT IS AMENDED AS FOLLOWS:

### ITEM ONE (1): RENEWAL

Pursuant to Paragraph 5 (Term and Renewal) of the Special Terms and Conditions section, the City is hereby exercising its option to renew the contract for the period of August 1, 2016 through July 31, 2017,

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

**CONTRACTOR:** \_\_\_\_\_

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

 \_\_\_\_\_  
Signature of person authorized to sign Date 4/4/16

Regina Tokar, Vice President  
Name and Title (typed or printed legibly)

Panasonic System Communications Company of North America, Division of Panasonic Corporation of North America  
Company Name


Two Riverfront Plaza  
Address

contracts@us.panasonic.com  
Email Address

Newark NJ 07102  
City State Zip

**CITY OF TUCSON:** \_\_\_\_\_

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 6 DAY OF April, 2016, AT TUCSON, ARIZONA.

 \_\_\_\_\_  
Marcheta Gillespie, CPPO, C.P.M., CPPB, CPM  
as Director of Procurement and not personally

# CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
PHONE: (520) 837-4105 / FAX: (520) 791-4735  
[Lloyd.Windle@tucsonaz.gov](mailto:Lloyd.Windle@tucsonaz.gov)  
ISSUE DATE: MARCH 31, 2016

CONTRACT #120471  
CONTRACT AMENDMENT NUMBER: TEN (10)  
PAGE 2 of 1  
LW/slf

CONTRACT OFFICER: LLOYD B. WINDLE II, C.P.M., CPPB

Contact information for Sales/Account Representative  
for daily business operations:

\_\_\_\_\_  
Name and Title (typed or printed legibly)

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

# CITY CLERK ORIGINAL

## LINKING AGREEMENT BETWEEN THE CITY OF GLENDALE, ARIZONA AND PANASONIC CORPORATION OF NORTH AMERICA

THIS LINKING AGREEMENT (this "Agreement") is entered into as of April 8, 2015, between the City of Glendale, an Arizona municipal corporation (the "City"), and Panasonic Corporation of North America, a New Jersey corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

### RECITALS

A. The City of Tucson on August 1, 2012 entered into Contract Number 120471, and subsequently the parties entered into various amendments to the contract (collectively, the "Panasonic Contract"), a copy of which is incorporated by this reference.

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

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

D. The City desires to contract with Contractor for supplies, goods or services identical, or nearly identical, to the supplies, goods or services Contractor is providing the City of Tucson under the Panasonic Contract, Contractor consents to the City's utilization of the Panasonic Contract as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the goods and services set forth in this Agreement.

### AGREEMENT

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

1. Term of Agreement. This Agreement is effective as of the date first set forth above and expires on July 31, 2015 or such other later date as the City of Tucson Contract Number 120471 expires pursuant to extensions or renewals that from time to time may be granted.
2. Scope of Work; Terms, Conditions, and Specifications.

a) Contractor will provide City the identical supplies, goods or services Contractor provided the City of Tucson under the Panasonic Contract, through authorized standard reseller, Portable Computer Systems, Inc., dba PCS Mobile, as requested by the City in the proposal attached as Exhibit "A."

b) Contractor agrees to comply with all the terms, conditions and specifications of the Panasonic Contract for the purposes of this Agreement, and the terms, conditions, and specifications are incorporated in this Linking Agreement by this reference. The "City of Glendale" shall be substituted for "End User" or similar references throughout the Panasonic Contract.

3) Compensation and Future Purchases.

a) The total purchase price for the goods and services are not to exceed the total as authorized in the attached Exhibit "A."

b) The City may from time to time elect to purchase additional goods and services from authorized standard reseller pursuant to the Contract. City and contractor agree that in such future purchases the City will have the rights and obligations enjoyed by the City of Tucson under the Panasonic Contract. The City will comply with all applicable laws regarding procurement and approval of such purchases.

4) Confidential Information. The Parties agree that the terms, conditions and pricing contained in this Agreement, the member Agreement, and the Proposal are not Panasonic Confidential Information.

5) Arizona Law. The parties agree that this Agreement and the Panasonic Contract shall be governed by Arizona law, including without limitation A.R.S. § 41-4401 (compliance with immigration laws) and A.R.S. § 38-511 (conflicts of interest).

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

7) Complete Agreement.

a) This Agreement contains, except as stated below, the entire agreement between the Contractor and the City.

b) This Agreement incorporates the following documents:

- i) Exhibit "A," PCS Mobile Proposal, attached hereto and effective as of the date of execution of this Agreement.
- ii) City of Tucson Contract Number 120471, incorporated herein by reference.

[SIGNATURES ON FOLLOWING PAGE]

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

"City"

City of Glendale, an Arizona  
municipal corporation

By: 

Name: RICHARD A. BOWERS

Title: ACTING CITY MANAGER

"Contractor"

Panasonic Corporation of North America  
a New Jersey corporation

By: 

Name: Donald W. Szczepaniak

Title: Vice President

ATTEST:

  
City Clerk

Approved as to Form

  
City Attorney



**Proposal: PROPOSAL-12456/1**  
For: Glendale Police Dept

<b>Corporate Headquarters</b> <b>1200 W Mississippi Ave</b> <b>Denver, CO 80223</b> <b>Phone: 888.836.7841</b> <b>Email: <a href="mailto:sales@pcsmobile.com">sales@pcsmobile.com</a></b>	<b>Print Date: 10/16/2014 09:13 AM</b> <b>Proposal Valid Date: 5/31/2015 09:15 AM</b>  <b>Inside Sales Rep: Emily Brittin</b> <b>Email: <a href="mailto:emilyb@pcsmobile.com">emilyb@pcsmobile.com</a></b> <b>Phone: 303-552-3976</b> <b>Fax: 303-346-4274</b>
<b>Customer:</b> <b>Glendale Police Dept</b> <b>6835 N. 57th Drive</b>  <b>Glendale, AZ 85301-3218</b>	<b>Salesperson: Dan Allen</b> <b>Email: <a href="mailto:dana@pcsmobile.com">dana@pcsmobile.com</a></b> <b>Proposal Created By: Emily Brittin</b>

## Proposal

Customer	Requested By	F.O.B.	Terms	Contract
	Chad Bowers	Origination	Net 30 Days	NIPA CNR-04540-V37T - 120471

Line	Item Number	Description	Price	List Price	Quantity	Subtotal
<b>Total Number of Tablets (Evidence &amp; Patrol)</b>						
1	FZ-G1FS3JFCM	Win7 (Win8.1 Pro COA), vPro, Intel Core i5-4310U 2.00GHz, 10.1 WUXGA 10-pt Gloved Multi Touch+Digitizer, 128GB SSD, 8GB, Intel WiFi a/b/g/n/ac, TPM, Bluetooth, Dual Pass (Upper:WWAN/Lower:GPS), 4G LTE Multi Carrier (EM7355), GPS, Webcam, 8MP Cam, Rotating Hand Strap, Tall Corner Guards, No CD/DVD Drive, Toughbook Preferred	\$2,496.00	\$3,299.00	12.00	\$29,952.00
2	CF-SVCASCTC5Y	5 yr Computrace Complete (CTC)	\$189.00	\$189.00	17.00	\$3,213.00
3	FZ-SVCTPEXT2Y	Extended Warranty - Toughpad PC (Years 4 & 5)	\$270.00	\$295.00	12.00	\$3,240.00
4	10NMWP250	NetMotion Mobility for Windows with Policy	\$190.00	-	20.00	\$3,800.00
5	10NMXP20	Mobility Premium Software Maintenance	\$1,221.00	-	1.00	\$1,221.00
<b>6 Docking Stations for Evidence</b>						
6	CF-AA6413CM	3 Prong AC Adapter for G1 Cradle	\$67.92	\$80.00	6.00	\$407.52
7	FZ-VEBG11U	Desktop cradle for FZ-G1	\$322.62	\$380.00	6.00	\$1,935.72
<b>Toughbook 53s</b>						
8	CF-532URPLCM	Win7 (Win8.1 Pro COA), Intel Core i5-4310U 2.0GHz, vPro, 14.0 HD Touch, 128GB SSD, 8GB(4+4), Intel WiFi a/b/g/n/ac, TPM, Bluetooth, Dual Pass (Upper:WWAN/Lower>Selectable), 4G LTE Multi Carrier (EM7355), GPS, Emissive Backlit Keyboard, Contactless Smartcard Reader, Toughbook Preferred 3 Year Warranty	\$3,483.00	\$4,079.00	5.00	\$17,415.00
9	DS-PAN-412-2	Dock For Panasonic CF-53 w/Integrated Power Supply,dual rf	\$811.00	\$1,250.97	5.00	\$4,055.00

EXHIBIT A

10	CF-VEB531U	Port Replicator for CF-53 MK 1	\$177.30	\$205.00	5.00	\$886.50
11	CF-AA5713AM	AC Adaptor for CF-31mk1 and CF-52mk3	\$75.25	\$87.00	5.00	\$376.25
12	CF-SVCLTEXT2Y	PANASONIC TOUGHBOOK TWO YEAR WARRANTY EXTENSION (YRS 4&5)	\$318.00	\$420.00	5.00	\$1,590.00
					<i>Total</i>	\$68,091.99
					<i>Tax 9.2%</i>	\$6,264.46
					<i>Total</i>	\$74,356.45

Notes	
New Officer MDC	



## Terms and Conditions

**Portable Computer Systems, Inc., dba: PCS Mobile**  
**Standard Reseller: *Terms and Conditions***

1. **Contract Terms.** These Terms and Conditions are attached to and made a part of a "Quote" for resale of products ("Products") provided by Portable Computer Systems, Inc., dba: PCS Mobile ("PCS") to the buyer named therein ("Buyer"); and all further references herein to "this Agreement" mean the Quote, including these Terms and Conditions. Upon acceptance of this Agreement by Buyer, the provisions of this Agreement constitute a binding contract between PCS and Buyer. This Agreement shall be accepted by Buyer upon either receipt from Buyer of any written communication confirming this Agreement or acceptance by Buyer of Products shipped by PCS pursuant to this Agreement. This Agreement supersedes all prior communications relating to the Products covered by this Agreement, and any contrary or supplemental provisions in any Buyer purchase order or other communication from Buyer are specifically rejected.
2. **Payment.** Payment for the Products shall be in US dollars as stated in this Agreement. Unless stated otherwise, prices stated in this Agreement do not include any state or local sale, use or other taxes or assessments or freight charges (beyond delivery by PCS to common carrier), all of which shall be paid by Buyer. A service charge of 1.5% per month will be charged on all past due balances and will be due on demand. All PCS costs of collection, including reasonable attorney's fees, shall be paid by Buyer. Buyer grants PCS a security interest (and the right to file UCC financing statements) in the Products to secure payment of all amounts due. If Buyer fails to make any payment when due, PCS shall have the right to revoke any credit extended, regarding the Products or otherwise, to delay or cancel any or all future deliveries without liability to Buyer. The obligation of PCS to deliver Products shall terminate without notice upon filing of any bankruptcy proceeding by or against Buyer or appointment of any trustee for Buyer or any of its assets. Under no circumstances may Buyer set off against amounts due PCS pursuant to this Agreement any claim Buyer may have against PCS for any reason.
3. **Shipment.** Delivery of all Products shall be F.O.B. place of shipment by or for PCS, unless otherwise agreed in writing. PCS reserves the right to select the means of shipment, point of shipment and routing. Delivery will be deemed complete upon transfer of possession of Products to common carrier as described above, whereupon all risk of loss, damage or destruction to the Products shall pass to Buyer.
4. **Acceptance of Products; Returns.** All Products shall be deemed accepted by Buyer unless Buyer notifies PCS in writing within seven (7) calendar days of receipt of Products of any short shipment, wrong-product shipment, damaged Products or similar discrepancies. Once accepted by Buyer, Products may be returned only with authorization from PCS, in the sole discretion of PCS; and in no case will returns be considered more than thirty (30) days after delivery to Buyer. If accepted for return Products will be subject to a 20% restocking fee.
5. **Warranties.** PCS makes no representation with regard to Products of any kind or nature, express or implied, including any warranty of merchantability or fitness for a particular purposes, or usage of trade. Products are covered by manufacturer's warranty only. Copies of manufacturer's warranty will be provided to Buyer upon written request. PCS assigns to Buyer all warranties on the Products accepted by Buyer; and PCS shall have no obligation relating to processing claims there under, though PCS may assist Buyer therewith at the sole option of PCS.
6. **Limitation on Liability.** In no event shall PCS be liable for any claims for loss of use, revenue, profit or customer, or any direct, indirect, special, incidental or consequential damages of any kind or nature arising out of, or connected with the Products, the use thereof, or the sale thereof by PCS to Buyer. Further, Buyer agrees to indemnify and defend PCS from any such claims.
7. **Force Majeure.** PCS shall not be liable for any delay or failure to perform any obligation of PCS under this Agreement that is caused by events of force majeure, including without limitation strikes, riots, casualties, acts of God, war, governmental action or other cause beyond the reasonable control of PCS.
8. **Miscellaneous.** This Agreement constitutes the entire agreement between PCS and Buyer regarding the Products, and may not be modified except by written agreement signed by the party to be charged with the modification. Buyer's rights under this Agreement may not be assigned without the written consent of PCS. If any provision of this Agreement shall become invalid or illegal under any provision of applicable law, the remainder of this Agreement shall not be affected. This Agreement shall be binding upon both PCS and Buyer, and their respective successors and assigns. This Agreement shall be interpreted in accordance with the internal laws of the State of Colorado.



## Legislation Description

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**File #: 16-511, Version: 1**

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**AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH ELITE SPORTS BUILDERS, LLC, THROUGH THE NATIONAL IPA/TCPN COOPERATIVE PURCHASING CONTRACT FOR TENNIS COURT REPAIR AND RESURFACING AT PASEO RACQUET CENTER**

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

### **Purpose and Recommended Action**

This is a request for City Council to authorize the City Manager to enter into a linking agreement with Elite Sports Builders, LLC, through the National IPA/TCPN cooperative purchasing contract for the repair and resurfacing of the Paseo Racquet Center tennis courts (PRC), in an amount not to exceed \$400,000.

### **Background**

The PRC is located at 6268 West Thunderbird Road and was opened in 1991. It has 19 lighted tennis courts, a retail sales area, administrative offices, a locker room area, and a refreshment center. The PRC is one of the United States Tennis Association's "Tennis Welcome Centers". Over the last five years, the PRC has hosted approximately 273,642 patrons (54,768 per year) who have either been spectators or involved in open-court rental, lessons, clinics, and tournaments.

Paseo Racquet Club, LLC has been operating the facility since 1993 and is in year five of a 10-year agreement with the City. With their knowledge and background in the tennis community, the Paseo Racquet Club, LLC has provided thousands of participants and spectators the opportunity to participate in a wide range of tennis instruction, tournaments, and activities. The company regularly provides a variety of tennis youth and adult related events throughout the year such as public court rental; lessons; teaching and coaching clinics; club and team play; local, regional and national tournaments. The PRC is a past recipient of the United States Tennis Association's (USTA) "Facility of the Year Award".

The ability to successfully operate and offer a premier sports facility for Glendale residents is contingent upon the quality of its infrastructure. In this specific case, the PRC was scheduled for court resurfacing in 2006 (only one was done) and again in 2011 (only three were done). The last time all 19 courts were resurfaced at the same time was in 2001. As a result, they all now require some degree of repair and resurfacing. If approved, this linking agreement will allow the needed repair and resurfacing to occur.

### **Analysis**

Council authorized the City's participation in the National-IPA June 11, 2013. The National Intergovernmental Purchasing Alliance, (National-IPA), serves as liaisons between the public purchasing professional and awarded supply partners. Public agencies may register with National-IPA for utilization of agreements; which

provide reduced procurement costs through cooperative contracting.

All agreements offered through National-IPA have been awarded a thorough Request for Proposal (RFP) competitive solicitation by a public agency (Principal Procurement Agency, PPA). In order for even the most restrictive agencies nationwide to realize the best value offered by cooperative procurement, National-IPA ensures that industry best practices, processes and procedures are applied.

Participation in the National-IPA allows the city to make cost-effective purchases based on the combined volume of all members of the cooperative rather than a city's individual needs. The consolidation of the combined purchasing power of the cooperative's membership produces the lowest possible volume prices and makes for the most effective use of available funding.

**Community Benefit/Public Involvement**

The repair and resurfacing of the tennis courts at the Paseo Racquet Center will allow the operator to continue to insure a safe playing surface that meets USTA play guidelines and which could allow for additional high school and college tournaments as well as enhancing existing lesson, league and drop-in play. The repair and resurfacing of these courts will once again make the PRC more competitive with regard to booking state-wide and national tournaments, which in turn, will encourage sports tourism and general local revenue.

**Budget and Financial Impacts**

Although the linking agreement is at no cost, the City Council approved the FY 2016/17 Capital Improvement Plan, which includes project #70804 - Tennis Courts at Paseo Park - in an amount not to exceed \$400,000.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$400,000</b>	<b>2070 70804 551000, Tennis Courts at Paseo Park: Misc. - CIP</b>

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
Elite Sport Builders, LLC**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2016, between the City of Glendale, an Arizona municipal corporation (the "City"), and Elite Sports Builders, LLC (formerly Sunland Sports), an Arizona Limited Liability Company ("Contractor"), collectively, the "Parties."

**RECITALS**

- A. On June 1, 2012, under the National Intergovernmental Purchasing Alliance, the Cooperative Purchasing Network (TCPN) entered into a contract with Contractor to purchase the goods and services described in the Contract R5178 National Intergovernmental Purchasing Alliance ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

**AGREEMENT**

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

- 1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement purchases can be made by governmental entities from the date of award, which was June 1, 2012, until the date the contract expires on May 31, 2017. The Cooperative Purchasing Agreement, however, may not be extended beyond May 31, 2017. The 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 B.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed Four Hundred Thousand dollars (\$400,000) for the entire 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. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

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

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

9. 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 Tim Barnard  
5959 W. Brown St.  
Glendale, Arizona 85302  
623-930-3572

and

Elite Sports Builders, LLC  
c/o Troy Rudolph  
3600 South 7<sup>th</sup> Avenue  
Phoenix, Arizona 85041

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

“City”

City of Glendale, an Arizona  
municipal corporation

By: \_\_\_\_\_

Kevin R. Phelps  
City Manager

“Contractor”

Elite Sports Builders, LLC,  
an Arizona Limited Liability Company

By: \_\_\_\_\_

  
Name: Troy Rudolph  
Title: President

ATTEST:

\_\_\_\_\_  
Julie K. Bower (SEAL)  
City Clerk

APPROVED AS TO FORM:

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

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
Elite Sports Builders, LLC**

**EXHIBIT A**

National Intergovernmental Purchasing Alliance Contract No. R5178



VENDOR CONTRACT AND SIGNATURE FORM



## **TAB 1 – VENDOR CONTRACT AND SIGNATURE FORM**

### **VENDOR CONTRACT**

Between \_\_\_\_\_ Sunland Asphalt/Sunland Sports \_\_\_\_\_ and

**THE COOPERATIVE PURCHASING NETWORK (TCPN)**

**For**

**Sport Surfaces, Installation and Related Materials**

The following pages will constitute the contract between the successful vendor(s) and The Cooperative Purchasing Network (hereinafter referred to as "TCPN"), having its principal place of business at 11280 West Road, Houston, TX 77065. Respondent shall include in writing any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TCPN, they will be incorporated into the final contract

This contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

### **GENERAL TERMS AND CONDITIONS**

#### **Cancellation for non-performance or contractor deficiency:**

TCPN 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. TCPN reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. TCPN may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TCPN reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TCPN reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to TCPN. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

#### **COOPERATIVE PURCHASING**

This contract is based on the need for TCPN to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members. Although contractors may restrict sales to certain public units (for example, state agencies or local government units) any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any Members are preferred.

**Cooperative purchasing agreements:** Cooperative Purchasing Agreements between TCPN and its Members have been established under state procurement law.

**Cooperative purchasing contracts:** Offeror agrees all prices, terms, warranties, and benefits granted by offeror to Members through this contract are comparable to or better than the equivalent terms offered by offeror to any present customer meeting the same qualifications or requirements

### **Customer Support**

The vendor shall provide timely and accurate technical advice and sales support to TCPN staff and TCPN participants. The vendor shall respond to such requests within one (1) working day after receipt of the request.

### **Assignment of Contract**

No assignment of contract may be made without the prior written approval of TCPN. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by TCPN.

Awarded vendor is required to notify TCPN when any material change in operations is made that may adversely affect TCPN's members, (i.e. bankruptcy, change of ownership, merger, etc.)

### **FORM OF CONTRACT**

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

**Form of contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires TCPN and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

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

**Vendor contract documents:** TCPN will review proposed vendor contract documents. Vendor's contract document shall not become part of TCPN's contract with vendor unless and until an authorized representative of TCPN reviews and approves it.

### **LICENSES**

Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TCPN reserves the right to stop work and/or cancel the contract of any contractor whose license(s) expire, lapse, are suspended or terminated.

### **Survival Clause**

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

## **Disclosures**

Respondent affirms that he/she 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 this contract.

Include a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in TCPN.

The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

## **Renewal of Contract**

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) one-year extensions. TCPN shall review the contract prior to the renewal date and notify the current awarded vendor each year of the contract renewal. Awarded vendor shall honor the administrative fee for any sales occurred beyond 30 days on any sales made based on a TCPN contract whether awarded a renewal or not. TCPN reserves the right to exercise two (2) one-year extensions at the same time.

## **Funding Out Clause**

Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

## **Ordering Procedures**

Purchase orders are issued by participating entities to the awarded vendor stating "*Per TCPN Contract*".

## **Audit rights**

Supplier shall, at Supplier's sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Agreement. TCPN and Region 4 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TCPN shall have the authority to conduct random audits of Supplier's pricing that is offered to eligible entities at TCPN's sole cost and expense.

Notwithstanding the foregoing, in the event that TCPN is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, TCPN shall have the ability to conduct an extensive audit of Supplier's pricing at Supplier's sole cost and expense. TCPN may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC or TCPN.

## **Contract placed on hold**

TCPN 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 contractor to address issues in the written deficiency notice.

## **Novation**

If contractor 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. TCPN reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.

## **Order of precedence**

In the event of a conflict in the provisions of the contract as accepted by TCPN, the following order of precedence shall prevail:

1. Special terms and conditions
2. General terms and conditions
3. Specifications and scope of work
4. Attachments and exhibits
5. Documents referenced or included in the solicitation

## **Inspection & Acceptance**

Contractor shall deliver said materials purchased on this contract to the TCPN member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the contractor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the contractor at no cost to the purchasing agency. The contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

## **SITE REQUIREMENTS**

**Cleanup:** Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

**Preparation:** Contractor shall not begin a project for which Member has not prepared the site, unless contractor does the preparation work at no cost, or until Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

**Registered sex offender restrictions:** For work to be performed at an schools, contractor 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. Contractor 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. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**Safety measures:** Contractor 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. Contractor 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.

**Smoking:** Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

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

Until final acceptance by the Member, it shall be the Contractor's responsibility to protect all materials and equipment. The Contractor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.

#### **Invoices**

The awarded vendor shall submit invoices to the participating entity clearly stating "*Per TCPN Contract*". The shipment tracking number or pertinent information for verification shall be made available upon request.

#### **Tax Exempt Status**

Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

#### **Reporting**

The awarded vendor shall electronically provide TCPN with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to TCPN offices at [reporting@tcpn.org](mailto:reporting@tcpn.org). Reports are due on the **fifteenth (15<sup>th</sup>)** day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Vendor Name  
 TCPN Report  
 Month or Quarter

Entity Name	Zip Code	State	PO or Job#	Sale Amount

Total \_\_\_\_\_

**Payments**

The entity using the contract will make payments directly to the awarded vendor.

**Pricing**

The awarded vendor agrees to provide pricing to TCPN and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. The awarded vendor agrees to lower the cost of any product purchased through TCPN following a reduction in the manufacturer or publisher's direct cost. Price increases must be approved by TCPN. However, the awarded vendor must honor previous prices for thirty (30) days after approval and written notification from TCPN if requested. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

All pricing submitted to TCPN shall include the administrative fee to be remitted to TCPN by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with TCPN. All price changes shall be presented to TCPN for acceptance, using the same format as was accepted in the original contract.

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

**Price reduction and adjustment**

Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from TCPN. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) TCPN has approved the new prices prior to any offer of the prices to a Member. Contractor shall offer TCPN any published price reduction during the contract period.

**PRODUCT LINES**

**Current products**

Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.

**Discontinued products:** If a product or model is discontinued by the manufacturer, contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

**New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. TCPN may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. TCPN may reject any additions without cause.

**Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

**Product line:** Offerors with a published catalog may submit the entire catalog. TCPN reserves the right to select products within the catalog for award without having to award all contents. TCPN may reject any addition of equipment options without cause.

### **Administrative Fees**

The awarded vendor agrees to pay administrative fees to TCPN of **three (3%) percent** on gross sales: (Sales will be calculated for fiscal year of January 1<sup>st</sup> through December 31<sup>st</sup> and reset each year)

### **Warranty conditions**

All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

### **Indemnity**

The awarded vendor shall protect, indemnify, and hold harmless TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract. Any litigation involving TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN's members shall be in the jurisdiction of the participating agency.

### **Franchise Tax**

The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

### **Marketing**

Awarded vendor agrees to allow TCPN to use their name and logo within website, marketing materials and advertisement. Any use of TCPN name and logo or any form of publicity, inclusive of press releases, regarding this contract by awarded vendor must have prior approval from TCPN.

### **Supplemental Agreements**

The entity participating in the TCPN contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. TCPN, its agents, members and employees shall not be made party to any claim for breach of such agreement.

### **Certificates of Insurance**

Certificates of insurance shall be delivered to the TCPN participant prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

### **Legal Obligations**

It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

### **Protest**

Any protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CDT. No protest shall lie for a claim that the selected Vendor is not a responsible Bidder. Protests shall be filed with the Director of TCPN and shall include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents; and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

### **Force Majeure**

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty



### **Prevailing Wage**

It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (TCPN or its Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

### **Miscellaneous**

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

TCPN reserves the right to request additional items not already on contract at any time.

## STATE NOTICE

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with TCPN and access the Master Agreement contract award made pursuant to this solicitation, and hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama *	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states/districts may be found at [http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml) and <http://www.usa.gov/Agencies/Local.shtml>

\*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

Certain Public Agencies and Political Subdivisions:

**Cities, Towns, Villages, and Boroughs including but not limited to:**

CITY OF ADAIR VILLAGE  
 CITY OF ASHLAND  
 CITY OF AUMSVILLE  
 CITY OF AURORA  
 CITY OF BEAVERTON  
 CITY OF BOARDMAN  
 CITY OF BURNS  
 CITY OF CANBY  
 CITY OF CANYONVILLE  
 CITY OF CLATSKANIE

CITY OF COBURG  
CITY OF CONDON  
CITY OF LA GRANDE  
CITY OF LEBANON  
CITY OF MILL CITY  
CITY OF MILWAUKIE  
CITY OF MOSIER  
CITY OF NORTH PLAINS  
CITY OF OREGON CITY  
CITY OF PILOT ROCK  
CITY OF PORTLAND  
CITY OF POWERS  
CITY OF RIDDLE  
CITY OF SANDY  
CITY OF SCAPPOOSE  
CITY OF SHADY COVE  
CITY OF SHERWOOD  
CITY OF ST. PAUL  
CITY OF TIGARD, OREGON  
CITY OF TUALATIN, OREGON  
CITY OF WARRENTON  
CITY OF WILSONVILLE  
CITY OF WINSTON  
LEAGUE OF OREGON CITIES  
PORTLAND DEVELOPMENT COMMISSION  
CITY OF BATON ROUGE  
CITY OF BOSSIER CITY  
CITY OF KENNER  
CITY OF LAFAYETTE  
CITY OF LAKE CHARLES  
CITY OF METAIRIE  
CITY OF MONROE  
CITY OF NEW ORLEANS  
CITY OF SHREVEPORT

**Counties including but not limited to:**

BOARD OF WATER SUPPLY  
COUNTY OF HAWAII  
MAUI COUNTY COUNCIL  
CADDO PARISH  
CALCASIEU PARISH  
EAST BATON ROUGE PARISH  
JEFFERSON PARISH  
LAFAYETTE PARISH  
LIVINGSTON PARISH  
ORLEANS PARISH  
PLAQUEMINES PARISH  
RAPIDES PARISH  
SAINT TAMMANY PARISH  
TERREBONNE PARISH  
WEST BATON ROUGE PARISH

**K-12 including but not limited to:**

BEAVERTON SCHOOL DISTRICT  
BEND-LA PINE SCHOOL DISTRICT

BROOKING HARBOR SCHOOL DISTRICT NO. 17-C  
CANYONVILLE CHRISTIAN ACADEMY  
CASCADES ACADEMY OF CENTRAL OREGON  
CENTENNIAL SCHOOL DISTRICT  
CENTRAL CATHOLIC HIGH SCHOOL  
CENTRAL POINT SCHOOL DISTRICT NO.6  
CENTRAL SCHOOL DISTRICT 13J  
COOS BAY SCHOOL DISTRICT NO.9  
COUNTY OF YAMHILL SCHOOL DISTRICT 29  
CULVER SCHOOL DISTRICT  
DALLAS SCHOOL DISTRICT NO.2  
DAVID DOUGLAS SCHOOL DISTRICT  
DAYTON SCHOOL DISTRICT NO.8  
DE LA SALLE N CATHOLIC HS  
DESCHUTES COUNTY SCHOOL DISTRICT NO.6  
DUFUR SCHOOL DISTRICT NO. 29  
ESTACADA SCHOOL DISTRICT NO.10B  
FOREST GROVE SCHOOL DISTRICT  
GLADSTONE SCHOOL DISTRICT  
GRANTS PASS SCHOOL DISTRICT 7  
GREATER ALBANY PUBLIC SCHOOL DISTRICT  
HEAD START OF LANE COUNTY  
HIGH DESERT EDUCATION SERVICE DISTRICT  
HOOD RIVER COUNTY SCHOOL DISTRICT  
JACKSON COUNTY SCHOOL DISTRICT NO.9  
JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
JEFFERSON SCHOOL DISTRICT  
KLAMATH FALLS CITY SCHOOLS  
LAKE OSWEGO SCHOOL DISTRICT 7J  
LANE COUNTY SCHOOL DISTRICT 4J  
LINCOLN COUNTY SCHOOL DISTRICT  
LINN COUNTY SCHOOL DISTRICT 95C  
LOST RIVER JR/SR HIGH SCHOOL  
LOWELL SCHOOL DISTRICT NO.71  
MARION COUNTY SCHOOL DISTRICT  
MARION COUNTY SCHOOL DISTRICT 103  
MCMINNVILLE SCHOOL DISTRICT NOAO  
MEDFORD SCHOOL DISTRICT 549C  
MITCH CHARTER SCHOOL  
MONROE SCHOOL DISTRICT NO.1J  
MULTISENSORY LEARNING ACADEMY  
MUL TNOMAH EDUCATION SERVICE DISTRICT  
NEAH-KAH-NIE DISTRICT NO.56  
NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
NOBEL LEARNING COMMUNITIES  
NORTH BEND SCHOOL DISTRICT 13  
NORTH CLACKAMAS SCHOOL DISTRICT  
NORTH WASCO CITY SCHOOL DISTRICT 21  
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT  
ONTARIO MIDDLE SCHOOL  
OREGON TRAIL SCHOOL DISTRICT NOA6  
PHOENIX TALENT SCHOOL DISTRICT NOA  
PORTLAND JEWISH ACADEMY  
PORTLAND PUBLIC SCHOOLS  
REDMOND SCHOOL DISTRICT

REYNOLDS SCHOOL DISTRICT  
ROGUE RIVER SCHOOL DISTRICT NO.35  
ROSEBURG PUBLIC SCHOOLS  
SCAPPOOSE SCHOOL DISTRICT 1J  
SEASIDE SCHOOL DISTRICT 10  
SHERWOOD SCHOOL DISTRICT 88J  
SOUTH LANE SCHOOL DISTRICT 45J3  
SOUTHERN OREGON EDUCATION SERVICE DISTRICT  
SPRINGFIELD SCHOOL DISTRICT NO.19  
SWEET HOME SCHOOL DISTRICT NO.55  
THE CATLIN GABEL SCHOOL  
TIGARD-TUALATIN SCHOOL DISTRICT  
WEST LINN WILSONVILLE SCHOOL DISTRICT  
YONCALLA SCHOOL DISTRICT NO.32  
CADDO PARISH SCHOOL DISTRICT  
CALCASIEU PARISH SCHOOL DISTRICT  
EAST BATON ROUGE PARISH SCHOOL DISTRICT  
JEFFERSON PARISH SCHOOL DISTRICT  
LAFAYETTE PARISH SCHOOL DISTRICT  
LIVINGSTON PARISH SCHOOL DISTRICT  
ORLEANS PARISH SCHOOL DISTRICT  
RAPIDES PARISH SCHOOL DISTRICT  
TERREBONNE PARISH SCHOOL DISTRICT

**Higher Education**

BIRTHINGWAY COLLEGE OF MIDWIFERY  
BLUE MOUNTAIN COMMUNITY COLLEGE  
CENTRAL OREGON COMMUNITY COLLEGE  
CHEMEKETA COMMUNITY COLLEGE  
CLACKAMAS COMMUNITY COLLEGE  
COLUMBIA GORGE COMMUNITY COLLEGE  
GEORGE FOX UNIVERSITY  
KLAMATH COMMUNITY COLLEGE DISTRICT  
LANE COMMUNITY COLLEGE  
LEWIS AND CLARK COLLEGE  
LINFIELD COLLEGE  
LINN-BENTON COMMUNITY COLLEGE  
MARYLHURST UNIVERSITY  
MT. HOOD COMMUNITY COLLEGE  
MULTNOMAH BIBLE COLLEGE  
NATIONAL COLLEGE OF NATURAL MEDICINE  
NORTHWEST CHRISTIAN COLLEGE  
OREGON HEALTH AND SCIENCE UNIVERSITY  
OREGON UNIVERSITY SYSTEM  
PACIFIC UNIVERSITY  
PORTLAND COMMUNITY COLLEGE  
PORTLAND STATE UNIVERSITY  
REED COLLEGE  
ROGUE COMMUNITY COLLEGE  
SOUTHWESTERN OREGON COMMUNITY COLLEGE  
TILLAMOOK BAY COMMUNITY COLLEGE  
UMPQUA COMMUNITY COLLEGE  
WESTERN STATES CHIROPRACTIC COLLEGE  
WILLAMETTE UNIVERSITY  
ARGOSY UNIVERSITY

BRIGHAM YOUNG UNIVERSITY-HAWAII  
COLLEGE OF THE MARSHALL ISLANDS  
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII  
UNIVERSITY OF HAWAII AT MANOA

**State Agencies**

BOARD OF MEDICAL EXAMINERS  
OFFICE OF MEDICAL ASSISTANCE PROGRAMS  
OFFICE OF THE STATE TREASURER  
OREGON BOARD OF ARCHITECTS  
OREGON CHILD DEVELOPMENT COALITION  
OREGON DEPARTMENT OF EDUCATION  
OREGON DEPARTMENT OF FORESTRY  
OREGON DEPARTMENT OF TRANSPORTATION  
OREGON DEPARTMENT OF EDUCATION  
OREGON LOTTERY  
OREGON OFFICE OF ENERGY  
OREGON STATE BOARD OF NURSING  
OREGON STATE DEPARTMENT OF CORRECTIONS  
OREGON STATE POLICE  
OREGON TOURISM COMMISSION  
OREGON TRAVEL INFORMATION COUNCIL  
SANTIAM CANYON COMMUNICATON CENTER  
SEIU LOCAL 503, OPEU  
ADMIN. SERVICES OFFICE  
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY  
HAWAII HEALTH SYSTEMS CORPORATION  
SOH-JUDICIARY CONTRACTS AND PURCH  
STATE DEPARTMENT OF DEFENSE  
STATE OF HAWAII  
STATE OF HAWAII  
STATE OF HAWAII, DEPARTMENT OF EDUCATION  
STATE OF LOUISIANA  
STATE OF LOUISIANA DEPARTMENT OF EDUCATION

## **GENERAL TERMS & CONDITIONS ACCEPTANCE FORM**

*Signature on the following page 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 and Conditions:**

- 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.)*

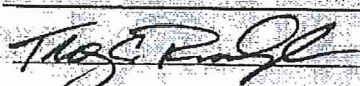
- We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

*(Note: Unacceptable exceptions shall remove your proposal from consideration for award. TCPN shall be the sole judge on the acceptance of exceptions/deviations and TCPN's decision shall be final. )*

**SIGNATURE FORM**

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

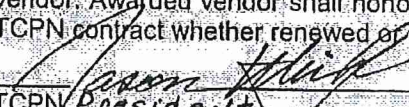
Prices are guaranteed: 120 days

Company name Sunland Asphalt/Sunland Sports  
Address 775 West Elwood  
City/State/Zip Phoenix, Arizona 85041  
Telephone No. 602-323-2800  
Fax No. 602-288-5040  
Email address troy@sunland-sports.com  
Printed name Troy C. Rudolph  
Position with company Vice President, Sales and Marketing  
Authorized signature 

Accepted by The Cooperative Purchasing Network:


Term of contract June 1, 2012 to May 31, 2015

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by TCPN and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a TCPN contract whether renewed or not.

  
TCPN President

5/29/12  
Date

Jason Wickel  
Print Name

  
Authorized Signature, Region + ESC

5/29/12  
Date

Bob Baker  
Print Name

TCPN Contract Number R5178





October 28, 2014

Mr. Troy Rudolph  
Vice President, Sales & Marketing  
Sunland Asphalt/Sunland Sports  
775 West Elwood  
Phoenix, Arizona 85041

Re: Renewal of Contract # R5178

Dear Mr. Rudolph:

Per official action taken by the Board of Directors of Education Service Center, Region 4 on October 14, 2014, The Cooperative Purchasing Network (TCPN) is pleased to announce that Sunland Asphalt/Sunland Sports has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on May 10, 2012, and subsequent performance thereafter:

**Contract**

Sport Surfaces, Installation & Related Material (National)

The contract will expire on May 31, 2016, completing the fourth year of a possible five-year term of contract. **If your company is not in agreement, please contact TCPN immediately.**

The partnership between Sunland Asphalt/Sunland Sports and Region 4 can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their work.

If you have any questions or concerns, please feel free to contact Deborah Bushnell at 713.554.0460.

Sincerely,

A handwritten signature in black ink, appearing to read "Jason Wickel", is written over a faint, larger version of the same signature.

Jason Wickel  
President



Enhanced Portfolio | Unified Focus | Continued Trust

March 11, 2016

Mr. Troy Rudolph  
President  
Elite Sports Builders, LLC  
3600 South 7<sup>th</sup> Avenue  
Phoenix, Arizona 85041

Re: Renewal Award of Contract # R5178

Dear Mr. Rudolph:

Per official action taken by the Board of Directors of Education Service Center, Region 4 on February 23, 2016, National IPA~TCPN is pleased to announce that Elite Sports Builders, LLC has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on May 10, 2012, and subsequent performance thereafter:

**Contract**

Sport Surfaces, Installation & Related Material (National)

The contract will expire on May 31, 2017, completing the fifth and final year of a five-year term contract. If your company is not in agreement, please contact National IPA~TCPN immediately.

The partnership between Elite Sports Builders, LLC and Region 4 can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

If you have any questions or concerns, please feel free to contact me at 713.554.0460.

Sincerely,

*Deborah Bushnell*  
Deborah Bushnell, CTSBO  
Contract Manager

725 Cool Springs Boulevard, Suite 100  
Franklin, TN 37067

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
Elite Sports Builders, LLC**

**EXHIBIT B  
Scope of Work**

**PROJECT**

Contractor shall replace and/or repair/resurface tennis courts at the Paseo Racquet Center per the Cooperative Purchasing Agreement as detailed in the attached Rate Sheet Proposal.

Contractor's License Numbers  
 AZROC-1296552 A  
 AZROC-296553 CR-34  
 NV-49496 Limit \$5,000,000  
 NM-386508 GF-05



Arizona - Nevada - Colorado - New Mexico - Texas

3600 South 7th Avenue  
 Phoenix, AZ 85041  
 O: (602) 889-9200  
 F: (602) 914-7351  
 www.elitesportsbuilders.com

**PROPOSAL**

**PROPOSAL**

<b>Client:</b> Paseo Racquet Club 6268 W Thunderbird Road Glendale, AZ 85306	<b>Contact:</b> Allen Prudhomme O: (623) 979-1234 F: (623) 979-0828	<b>Job:</b> Paseo Racquet Center - Tennis Court Reconstruction 6268 W Thunderbird Road Glendale, AZ 85306	<b>Date Written</b> : 8/25/2016 <b>Proposal Number</b> : 136-3 <b>T-Line Number</b> : <b>Project Consultant:</b> Troy Rudolph
---	--	---	--

**Bid in accordance with the NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE (NIPA)  
 Contract # R5178 Awarded June 1, 2012  
 UNIT PRICE BREAK DOWNS ARE AS FOLLOWS - Zone #SW-1  
 ASTERISKS INDICATE AUTHORIZED UNIT PRICED REDUCTIONS PER THE RFP**

**Elite Sports is proud to staff two (2) American Sports Builder's Association Certified Tennis Court Builders (CTCB) for the supervision and construction of this project.**

**Certified Builders are considered the industry's elite builders and experts in the sports construction industry.**

Paseo Racquet Club is responsible for all of the following:

Unobstructed access to the construction and staging areas.

Removal, repair and/or replacement of vegetation, landscaping, hardscaping, irrigation and electrical lines affected by this scope of work.

Plans, permits, bonds, inspections, testing and all applicable fees.

Accessible water and electrical source within 100 linear feet of the courts and all applicable costs.

Site Security

Any other work not specifically addressed in this proposal

**We propose to furnish all labor, material, and equipment necessary to complete the work as outlined below in accordance with the plans and specifications submitted herewith, to wit:**

**Crackfill, Diamond Grind Seven (7) Tennis Courts (Courts #8-11 and 13-15) and Resurface Fourteen (14) Tennis Courts (Courts #1-11, 13-15) (Approx. 99,800 Square Feet) As Follows;**

<b>01-110</b>	Provide up to 8 hours of project management including travel time, meetings, paperwork and billings. ADDITIONAL LABOR - PROJECT MANAGEMENT	8 HRS @ \$80.34 =	\$642.72
<b>01-200</b>	Provide the following limited site amenities: - Construction dumpster for up to 1 weeks. UNSPECIFIED PRODUCT/SERVICES - DUMPSTER	1 LS @ \$548.27 =	\$548.27
<b>32-130</b>	Concrete core through 6" concrete and soil for twenty-two (22), 24" diameter x 34" deep holes for tennis net post footings and three (3) center net anchor footings (courts 5,6 & 9). Remove, load and haul concrete and soil to an approved landfill. DUMP FEES - CONCRETE	22 CY @ \$26.78 =	\$589.16
	TRUCKING - HAUL CONCRETE FOOTING SPOILS MATERIALS	6 HRS @ \$214.24 =	\$1,285.44
<b>11-003</b>	Remove the existing eleven ( 11 ) sets of tennis net posts, including the concrete footings, and dispose of properly. (22 posts)		
<b>11-010</b>	Supply and install fourteen ( 11 ) sets of EDWARDS WIMBELDON ( Square ) internal crank tennis posts with center anchors per the USTC & TBA specifications. Set the post sleeves in 2,500 PSI concrete footings measuring approximately 24" x 34". R/R EXISTING TENNIS NET POSTS, FOOTINGS & NET	11 EA @ \$2,597.66 =	\$28,574.26
<b>32-100</b>	Due to the current federal laws and regulations, the above project will need a proper materials asbestos/hazardous survey provided prior to starting the scope of work. Elite Sports will provide the proper testing and notification requirements for this project. UNSPECIFIED PRODUCT/SERVICES - ASBESTOS TEST	1 LS @ \$425.00 =	\$425.00

Contractor's License Numbers  
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**PROPOSAL**

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<b>Client:</b> Paseo Racquet Club 6268 W Thunderbird Road Glendale, AZ 85306	<b>Contact:</b> Allen Prudhomme O: (623) 979-1234 F: (623) 979-0828	<b>Job:</b> Paseo Racquet Center - Tennis Court Reconstruction 6268 W Thunderbird Road Glendale, AZ 85306	<b>Date Written</b> : 8/25/2016 <b>Proposal Number</b> : 136-3 <b>T-Line Number</b> : <b>Project Consultant:</b> Troy Rudolph
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<b>32-215</b>	Diamond Grind seven (7) courts (#8-11 and 13-15) approx. 49,100 square feet to remove 85% to 95% of existing coatings from concrete slab. PLEASE NOTE: Diamond grinding will profile concrete an average of 1/16" to 1/8". DIAMOND GRIND	5,456 SY @ \$3.53 =	\$19,259.68
<b>11-115</b>	Wash approx. 99,800 square feet using a 4,000 PSI pressure washer, while routing cracks out with high pressure water to clean and remove debris. Oily areas will be treated with Tri-Sodium Phosphate and rinsed clean with water. * PRESSURE WASH	11,089 SY @ \$0.47 =	\$5,211.83
<b>11-165</b>	Acid etch approx. 49,100 square feet of concrete with a solution of 1 part muriatic acid to 8 parts clean potable water. Agitate acid solution with a stiff broom and rinse clean with a 4,000 PSI pressure washer. Courts 8, 9, 10, 11, 13, 14 and 15 only)		
<b>11-265</b>	Apply a primer coat using California Products Ti-Coat Water-Based Epoxy Primer per the manufacturer's specifications to approx. 49,100 square feet. Courts 8, 9, 10, 11, 13, 14 and 15 only) * CONCRETE PREPARATION - ACID ETCH/TI-COAT EPOXY	11,089 SY @ \$1.48 =	\$16,411.72
<b>11-305</b>	Cracks and sawcuts (approx. 7,960 linear feet) larger than 1/16" will be filled, in multiple lifts if necessary, with the appropriate California Products Crack Filler and mechanically sanded flush with the surrounding surface. (Approx. 6,640 linear feet of cracks and Approx. 1,320 linear feet of sawcuts). * CRACKFILL	7,960 LF @ \$1.23 =	\$9,790.80
<b>11-390</b>	Apply one ( 1 ) coat of California Products Acrylic Resurfacer fortified with approx. 12 pounds of clean bagged #50 silica sand per gallon of concentrated material to approx. 99,800 square feet.		
<b>11-615</b>	Apply three ( 3 ) coats of California Products Plexipave Chrome Color Finish System with a Two Color Layout (Bruin Blue and Dark Green) and fortified with clean bagged #70 silica sand as follows: First Coat - 10 Pounds per gallon, Second Coat - 8 pounds per gallon, and Finish Coat - 2 pounds per gallon of raw material to approx. 99,800 Sq. Ft. Standard colors to be selected by the owner or owner's representative, custom colors available at an additional charge. SURFACE APPLICATION - MOBILIZATION * SURFACE APPLICATION - ONE COAT ACRYLIC RESURFACER, 3 COATS	1 LS @ \$573.09 = 11,089 SY @ \$4.51 =	\$573.09 \$50,011.39
<b>11-715</b>	Layout fourteen ( 14 ) tennis courts for doubles play per the American Sports Builder's Associations specifications, mask with a suitable masking tape, and coat with California Products Plexipave Textured White Line Paint. Custom colors available at an additional charge. * STRIPE TENNIS COURT	14 EA @ \$449.26 =	\$6,289.64
<b>11-020</b>	Supply and install fourteen ( 14 ) Edwards Wimbledon 30LS Championship tennis nets complete with straps and a three year manufacturer's warranty.		
<b>11-975</b>	Provide one (1) Water Jet Broom and one (1) RolDri PVA 3" Blue. UNSPECIFIED PRODUCT/SERVICES - WATER JET BROOM & ROLDRI	1 LS @ \$225.00 =	\$225.00
<b>Prep Five (5) Existing Asphalt Tennis Courts (Courts #12, 16, 17, 18 and 19) for Post Tension Concrete Overlay Slabs As Follows:</b>			
<b>01-110</b>	Provide up to 24 hours of project management including travel time, meetings, paperwork and billings. ADDITIONAL LABOR - PROJECT MANAGEMENT	24 HRS @ \$80.34 =	\$1,928.16
<b>01-200</b>	Provide the following limited site amenities: - Construction dumpster for up to 2 weeks. - Site port-a-john for up to 1 month. UNSPECIFIED PRODUCT/SERVICES - DUMPSTER & PORT-A-JOHN	1 LS @ \$1,225.00 =	\$1,225.00

Contractor's License Numbers  
 AZROC-1296552 A  
 AZROC-296553 CR-34  
 NV-49496 Limit \$5,000,000  
 NM-386508 GF-05



Arizona - Nevada - Colorado - New Mexico - Texas

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 O: (602) 889-9200  
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 www.elitesportsbuilders.com

**PROPOSAL**

**PROPOSAL**

<b>Client:</b> Paseo Racquet Club 6268 W Thunderbird Road Glendale, AZ 85306	<b>Contact:</b> Allen Prudhomme O: (623) 979-1234 F: (623) 979-0828	<b>Job:</b> Paseo Racquet Center - Tennis Court Reconstruction 6268 W Thunderbird Road Glendale, AZ 85306	<b>Date Written</b> : 8/25/2016 <b>Proposal Number</b> : 136-3 <b>T-Line Number</b> : <b>Project Consultant:</b> Troy Rudolph
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32-170	Remove existing fence fabric (approx. 1,080 linear feet) and existing windscreen (approx. 400 linear feet). Cut and knuckle the fence fabric to accommodate new court height. Re-install fence fabric after court has cured properly. The fence fabric is removed for the proper installation of form boards and for the pouring of the tennis court slab. UNSPECIFIED PRODUCT/SERVICES - REMOVE AND RE-INSTALL FENCING	1 LS @ \$21,431.00 =	\$21,431.00
11-003	Remove the existing 10 tennis net posts, including the concrete footings, and dispose of properly. (10 net posts) DUMP FEES - CONCRETE TRUCKING - HAUL CONCRETE FOOTING SPOILS MATERIALS	10 CY @ \$26.78 = 4 HRS @ \$214.24 =	\$267.80 \$856.96
32-240	Provide temporary construction fence during the duration of our scope of work. UNSPECIFIED PRODUCT/SERVICES - TEMPORARY CONSTRUCTION FENCE	1 LS @ \$2,275.00 =	\$2,275.00
11-955	V- cut grade base for drainage at courts #2, 3, 7 and 11. ( approx. 280 linear feet) ADDITIONAL LABOR - HAND GRADE FOR DRAINAGE	12 HRS @ \$80.34 =	\$964.08
<b>Install Five (5) 6" Thick Post Tension Concrete Overlay Slabs Over Existing Asphalt Tennis Courts (Courts #12, 16, 17, 18 and 19) (Approx. 35,400 Square Feet) As Follows;</b>			
01-110	Provide up to 50 hours of project management including travel time, meetings, paperwork and billings. ADDITIONAL LABOR - PROJECT MANAGEMENT	50 HRS @ \$80.34 =	\$4,017.00
01-200	Provide the following limited site amenities: - Site port-a-john for up to 1 week. UNSPECIFIED PRODUCT/SERVICES - PORT-A-JOHN	1 LS @ \$135.00 =	\$135.00
11-010	Supply and install five ( 5 ) sets of EDWARDS WIMBELDON ( Square ) internal crank tennis posts with center anchor(s) per the USTC & TBA specifications. Set the post sleeves in 2,500 PSI concrete footings measuring approximately 24" x 34". R/R EXISTING TENNIS NET POSTS, FOOTINGS & NET	5 EA @ \$2,597.66 =	\$12,988.30
11-955	Supply and install two layers of 6 mm polyethylene vapor barrier with taped seams in opposite directions over the finish grade to prevent moisture penetration through the concrete slab that may cause loss of adhesion of the coatings system to be applied and reduce friction of the new concrete slab to aggregate base below. UNSPECIFIED PRODUCT/SERVICES - INSTALL VAPOR BARRIER	1 LS @ \$8,197.68 =	\$8,197.68
32-120	Form, pour and finish 35,400 square feet of 6.0" thick concrete slab with post-tensioned tendons including the following: Post tensioning materials shall consist of 1/2" deiameter, seven wire stranded cable with an ultimate strength of 270 KJ.S.I. Cables shall be coated with permanent rust preventrative lubricant and wrapped in plastic sheathing. Cables shall be placed using plastic chairs or concrete blocks with rebar reinforcement along turndown perimeter. The constrete will have a compressive strength of no less than 4,000 psi with stealth fibers to reduce shrinkage cracking. Concrete will be finished to ASBA tolerances including a very consistent light to medium broom finish. The concrete shall be wet cured for a minimum of seven (7) days and tendons shall be pre-tensioned within 24 to 48 hours of placement. New concrete to cure a minimum of 28 days per the ASBA specifications. Elite Sports Builders cannot guarantee the delivery or scheduling on the concrete portion of this job due to the shortage of concrete material in the Arizona market. HIGH TOLERANCE CONCRETE - MOBILIZATION * 6" CONCRETE POST TENSION SLABS	1 LS @ \$1,215.00 = 35,400 SF @ \$4.51 =	\$1,215.00 \$159,654.00
32-240	Provide concrete washout services during the pour days. UNSPECIFIED PRODUCT/SERVICES - CONCRETE WASHOUT	1 LS @ \$2,027.02 =	\$2,027.02

Contractor's License Numbers  
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**PROPOSAL**

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<b>Client:</b> Paseo Racquet Club 6268 W Thunderbird Road Glendale, AZ 85306	<b>Contact:</b> Allen Prudhomme O: (623) 979-1234 F: (623) 979-0828	<b>Job:</b> Paseo Racquet Center - Tennis Court Reconstruction 6268 W Thunderbird Road Glendale, AZ 85306	<b>Date Written</b> : 8/25/2016 <b>Proposal Number</b> : 136-3 <b>T-Line Number</b> : <b>Project Consultant:</b> Troy Rudolph
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**Surface Five (5) Tennis Courts (Courts #12, 16, 17, 18 and 19) (Approx. 35,400 Square Feet) As Follows;**

<b>11-115</b>	Wash approx. 35,400 square feet using a 4,000 PSI pressure washer to clean and remov debris. Oily areas will be treated with Tri-Sodium Phosphate and rinsed clean with water. * PRESSURE WASH.	3,933 SY @ \$0.47 =	\$1,848.51
<b>11-165</b>	Acid etch approx. 35,400 square feet of concrete with a solution of 1 part muriatic acid to 8 parts clean potable water. Agitate acid solution with a stiff broom and rinse clean with a 4,000 PSI pressure washer.		
<b>11-265</b>	Apply a primer coat using California Products Ti-Coat Water-Based Epoxy Primer per the manufacturer's specifications to approx. 35,400 square feet. * CONCRETE PREPARATION - ACID ETCH/TI-COAT EPOXY	3,933 SY @ \$1.48 =	\$5,820.84
<b>11-390</b>	Apply one ( 1 ) coat of California Products Acrylic Resurfacer fortified with approx. 12 pounds of clean bagged #50 silica sand per gallon of concentrated material to approx. 35,400 square feet.		
<b>11-615</b>	Apply three ( 3 ) coats of California Products Plexipave Chrome Color Finish System with a Two Color Layout (Bruin Blue and Dark Green) and fortified with clean bagged #70 silica sand as follows: First Coat - 10 Pounds per gallon, Second Coat - 8 pounds per gallon, and Finish Coat - 2 pounds per gallon of raw material to approx. 35,400 Sq. Ft. Standard colors to be selected by the owner or owner's representative, custom colors available at an additional charge. * SURFACE APPLICATION - MOBILIZATION * SURFACE APPLICATION - ONE COAT ACRYLIC RESURFACER, 3 COATS	1 LS @ \$568.52 = 3,933 SY @ \$4.51 =	\$568.52 \$17,737.83
<b>11-715</b>	Layout five ( 5 ) tennis courts for doubles play per the American Sports Builder's Associations specifications, mask with a suitable masking tape, and coat with California Products Plexipave Textured White Line Paint. Custom colors available at an additional charge. * STRIPE TENNIS COURT	5 EA @ \$449.26 =	\$2,246.30
<b>11-020</b>	Supply and install five ( 5 ) Edwards Wimbledon 30LS Championship tennis nets complete with straps and a three year manufacturer's warranty.		
<b>11-030</b>	Supply and install the following equipment and materials: Install approx. 1,355 linear feet of 9' OMP black or green windscreen with double half moon slit wind holes every 10' and center tab. UNSPECIFIED PRODUCT/SERVICES - WINDSCREEN	1 LS @ \$13,225.00 =	\$13,225.00

**Project Total**

<b>Total:</b>	<b>\$398,467.00</b>
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Note: Point of Sale Arizona Materials Tax is included in this proposal.

Contractor's License Numbers  
 AZROC-1296552 A  
 AZROC-296553 CR-34  
 NV-49496 Limit \$5,000,000  
 NM-386508 GF-05



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**PROPOSAL**

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<b>Client:</b> Paseo Racquet Club 6268 W Thunderbird Road Glendale, AZ 85306	<b>Contact:</b> Allen Prudhomme O: (623) 979-1234 F: (623) 979-0828	<b>Job:</b> Paseo Racquet Center - Tennis Court Reconstruction 6268 W Thunderbird Road Glendale, AZ 85306	<b>Date Written</b> : 8/25/2016 <b>Proposal Number</b> : 136-3 <b>T-Line Number</b> : <b>Project Consultant:</b> Troy Rudolph
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**Warranty / Exclusions**

Acrylic Sports Coatings shall be guaranteed against defects in quality and workmanship for a period of 2 years from the time of completion, under normal conditions and with proper maintenance. Damage to or failure of Acrylic Sports Coatings due to abuse, neglect, stains, improper court age, design, or construction are not covered by this guarantee.

Elite Sports is not responsible for and will not guarantee cracks due to court age, design, or construction. ALL CRACKS ARE SUBJECT TO REAPPEARANCE.

Elite Sports is not responsible for existing coatings applied by other companies or individuals that may have not bonded correctly to the substrate. Existing coatings that have shown signs of adhesion failure should be completely removed prior to the application of new coatings. Any coatings installed by Elite Sports over peeling coatings are not warranted against adhesion failure due to the existing coatings and are installed with this understanding and agreement.

Additional (Downtime / Mobilization) charges may result from delays beyond the control of Elite Sports (Or its Subcontractors) which prohibit the above mentioned work from being completed as scheduled. (i.e., unmoved vehicles, disregard for Elite traffic control, sanitation / delivery services, trailers, sprinkler runoff, vandalism, etc.)

**NOTE: IMPORTANT NOTICE: Due to the severe volatility of the world oil market, the price on this proposal is for work completed before 9/26/2016. If work is completed after this date, regardless of cause or fault, pricing will be adjusted to reflect material costs at the time of delivery to the project. All materials and work affected by the oil market are dependant on availability of materials and pricing at the time of completion of the work.**

**ACCEPTANCE OF PROPOSAL**

**TERMS: As Spcified**

The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Elite Sports Builders may withdraw this proposal if not accepted within 30 days, or if pricing becomes invalid within the notice above.

**Elite Sports Builders LLC.**

**Client**

Authorized Signature : \_\_\_\_\_  
 Name : Troy Rudolph  
 Designation : \_\_\_\_\_

Authorized Signature : \_\_\_\_\_  
 Name : \_\_\_\_\_  
 Date : \_\_\_\_\_



## ELITE SPORTS BUILDERS TERMS AND CONDITIONS

All materials guaranteed to be as specified. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, and delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. All jobs are subject to prelien.

### Elite Sports Builders Terms and Conditions

Contractor hereby accepts the terms of the attached Contract subject to the provisions as defined on the Contract Agreement as well as the Owner's Agreement with the terms set forth in this Addendum. This Addendum is attached hereto and incorporated herein by reference. If any of the terms of the Contract are inconsistent with the terms of this Addendum, then this Addendum shall be controlling and the parties shall be bound by the terms and conditions of this Addendum.

#### 1. PAYMENT

Contractor shall be paid a monthly progress payment within 15 days after receipt of the payment by the Owner for the value of work performed. Final payment, including all retention, shall be due 15 days after the work described in the Proposal is substantially completed. No provision of this agreement shall serve to void the Contractor's entitlement to payment for properly performed work.

#### 2. INTEREST AND EXPENSES

All sums not paid when due shall bear an interest rate of 1 1/2% per month or the maximum legal rate permitted by law, whichever is less, and all costs of collection, including a reasonable attorneys' fee, shall be paid by Owner.

#### 3. ATTORNEYS' FEES

In the event of litigation or collection efforts by Contractor, the prevailing party shall be reimbursed for its reasonable attorneys' fees, which shall include all costs that would normally be passed through to the client, specifically but not limited to research charges, travel costs, expert witness costs, copying costs, mailing costs, facsimile costs, had-delivery costs, Federal Express or Express Mail costs, taxable costs and disbursements.

#### 4. CONTINUED PERFORMANCE

Nothing in this subcontract agreement shall require the Contractor to continue performance if timely payments are not made to Contractor for suitably performed work.

#### 5. BACKCHARGES

No back charges or claim of the Owner for services shall be valid except by an agreement in writing by the Contractor before the work is executed, except in the case of the Contractor's failure to meet any requirement of the subcontract agreement. In such event, the Owner shall notify the Contractor of such default, in writing, and allow the Contractor reasonable time to correct any deficiency before incurring any cost chargeable to the Contractor.

#### 6. WORK AREAS

Owner is to prepare all work areas so as to be acceptable for Contractor work under the contract. Contractor will not be called upon to start work until sufficient areas are ready to insure continued work.

#### 7. TIME FOR PERFORMANCE

Contractor shall be given a reasonable time in which to commence and complete the performance of the contract. Contractor shall not be responsible for delays or default where occasioned by any causes of any kind and extent beyond its control, including but not limited to: delay caused by Owner, architect and/or engineers, delays in transportation, shortages of raw materials, civil disorders, labor difficulties, vendor allocations, fires, floods, accident hazardous waste or controlled substances and acts of God. Contractor shall be entitled to equitable adjustment in the subcontract amount for additional costs due to unanticipated project delays or accelerations. Contractor shall not be obligated to provide any labor or materials outside the scope of work unless Owner shall first agree in writing to equitably adjust the subcontract amount to be paid Contractor.

#### 8. WORKMANSHIP

All workmanship is guaranteed against defects for a period of one year from the date of substantial completion of installation. This warranty is in lieu of all other warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose. The exclusive remedy shall be that Contractor will replace or repair any part of its work which is found to be defective. Contractor shall not be responsible for special, incidental or consequential damages. Contractor shall not be responsible for damage to its work by other parties or for improper use of equipment by other Standard of Industry practice and will override strict compliance and strict performance.

#### 9. WORK HOURS

Work called for herein is to be performed during Contractor's regular working hours as agreed to by the Owner and the Contractor.

#### 10. NOTICE

Any notice or written claim required by the contract documents to be submitted to the Owner, on account of charges, extras, delays, acceleration, or otherwise, shall be furnished within a time period, and in a manner to permit the Owner to satisfy the requirements of the contract documents, notwithstanding any shorter time period otherwise provided.

#### 11. LIEN RIGHTS

Nothing in this agreement shall serve to void Contractor's right to file a lien or claim on its behalf in the event that any payment to Contractor is not timely made.

#### 12. LABOR

Contractor shall not be bound by any of Owner's labor agreements (in whole or in part).

#### 13. LIQUIDATED DAMAGES

The Owner shall make no demand for liquidated damages for delays in any sum in excess of such amounts as may be specifically named in this Addendum and no liquidated damages may be assessed against Contractor for more than the amount paid by the Owner for unexcused delays to the event actually caused by the Contractor.

#### 14. SCHEDULE

Contractor shall submit a schedule to Owner, Owner will review and notify Contractor of any schedule conflict. If Contractor finds it necessary to change his schedule, owner will give his best effort to meet this change in schedule. Contractor shall not be penalized for non-performance and will be paid for work performed.

#### 15. INSURANCE RESTRICTION

Notwithstanding any provision to the contrary, Contractor shall maintain the types and limitations on insurance as shown on the attached certificate of insurance. Contractor is not required to waive any claims or rights of subrogation against the Owner or any others for losses and claims covered or paid by Owner's workers compensation or general liability insurance. Acceptance of the Certificate of Insurance constitutes acceptance of the insurance of Contractor, including any additional insured requirements. In addition, Contractor shall not provide completed operations under an additional insured requirement.

#### 16. INDEMNITY, HOLD HARMLESS RESTRICTION

Any indemnification or hold harmless obligation of the Contractor shall extend only to claims relating to bodily injury and property damage and then only to that part or proportion of any claim damage, loss or defect that results from the negligence or intentional act of the indemnitor or someone for whom it is responsible. Contractor shall not under any circumstance have a duty to defend. Nothing in this agreement shall require the Contractor to indemnify any other party from any damages including expenses and attorneys' fees to persons or property for any amount exceeding the degree Contractor directly caused such damages. Contractor shall not be responsible for fines or assessments made against Owner and Contractor. Contractor retains all rights of subrogation. Contractor will not indemnify anybody for any actions except for Contractor's own negligence and only in the proportional amount of their negligence.

#### 17. RIGHT TO RELY

Contractor shall rely on plans, drawings, specifications and other information provided by Owner, Owner, Architect or representatives of each. Contractor assumes no risk for unknown or unforeseen conditions not evident from the plans, drawings, specifications or other information provided to Contractor.

#### 18. HAZARDOUS WASTE

Contractor shall have no obligation to handle (that is, to remove, treat or transport) any substance which is considered hazardous waste or substance under state or federal law ("hazardous waste"). Handling hazardous waste shall be outside the scope of work of this agreement. Title to all hazardous waste shall remain with others and shall not be property of Contractor.

#### 19. DISPUTE RESOLUTION

Final determination of contract compliance and all dispute resolutions shall be handled in the jurisdiction and venue of Maricopa County, Arizona, and be governed by the laws of Arizona.

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
Elite Sports Builders, LLC**

**EXHIBIT C**

**METHOD AND AMOUNT OF COMPENSATION**

City shall pay Contractor per the Cooperative Purchasing Agreement rates.

**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 \$400,000 for the entire term of the Agreement.

**DETAILED PROJECT COMPENSATION**

Tennis court repair / replacement per Proposal attached to Exhibit B.



## Legislation Description

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**File #: 16-521, Version: 1**

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**AWARD OF CONTRACT RFP 17-11 FOR BROADCAST TELEVISION SERVICES FOR SPECIAL EVENT FESTIVAL ADVERTISING, SPONSORSHIP AND OTHER PROMOTIONAL SERVICES WITH KPHO BROADCASTING CORPORATION, DOING BUSINESS AS 3TV (KTVK-TV)**

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

### **Purpose and Recommended Action**

This is a request to authorize the City Manager to enter into a one-year contract (with the administrative option to renew up to four additional years) with KPHO Broadcasting Corporation, doing business as 3TV (KTVK-TV), for the advertising, sponsorship and other promotional services for the City's special event season, in an amount not to exceed \$60,400.

### **Background**

Each year, the Office of Special Events prepares a media plan to market all City of Glendale "signature festivals" in local and regional media. The City's "signature events" include the Glitters Spectacular Weekend, Jingle Bell Rockin' Nights, the Winter Wonderland Weekend, the Spirit of Giving Weekend, the Glitter & Glow Block Party and the Chocolate Affaire. The media plan includes advertising in television, radio, metro daily newspaper, weekly community newspapers, internet advertising, billboards, posters and fliers.

Earlier this year, a "Request for Proposals" (RFP) was issued to known television vendors for an exclusive television partnership status with the City to promote the six signature festivals. Each RFP respondent was asked to propose their best promotional package of promotional spots, internet advertising, in-studio festival promotion and "on-air" talent to make appearances at the festivals, based on FY 16-17 budgeted funds in the amount of \$60,400.

### **Analysis**

There were a total of four respondents and each proposed their best media promotion packages. After review, it was determined that 3TV (KTVK-TV) presented the most advantageous package to Glendale with the strongest combination of promotional support that will deliver a three-to-one media and promotion value for the six signature festivals (this was determined by comparing the total television expenditure to the value garnered from 3TV 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).

The Glendale festival season starts November 25, 2016, with television advertising scheduled to begin November 13, 2016. Each year there is media purchased to promote the festivals generating awareness and attendance. The advertising dollars for the festivals also serve as advertising for the Historic Downtown

Glendale destination which becomes marketing dollars that directly impact the success of the downtown and Catlin Court merchants.

On average, these signature festivals and the media plan help to bring approximately 325,000 visitors to the downtown/Centerline area each festival season.

**Previous Related Council Action**

Funds for this agreement were reviewed and approved by the City Council as a part of the FY 16-17 budget process for the Office of Special Events.

**Community Benefit/Public Involvement**

Glendale has become famous for its free, annual, family-friendly festivals. They have become a source of annual pride within Glendale, the state of Arizona and are also an important economic engine for the downtown/Centerline merchants. They are advertised on television, radio, metro daily newspaper, weekly community newspapers, internet advertising, billboards, posters and fliers. This has resulted in millions of online impressions each season to further promote downtown/Centerline, Catlin Court and many other attractions in Glendale as a dynamic and exciting destination.

**Budget and Financial Impacts**

Funds for this contract are located in each of the respective signature event budgets and were reviewed and approved by Council as a part of the FY 16-17 City budget process.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$60,400</b>	<b>\$17,100 - Glendale Glitters - 1000-14104-518200, \$12,100 - December Holiday Lighting Weekends - 1000-14105-518200, \$13,100 - Glitter &amp; Glow - 1000-14106-518200, \$18,100 - Chocolate Affaire - 1000-14107-518200</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**AGREEMENT FOR**  
**Broadcast Television Services**  
**City of Glendale Solicitation No. RFP 17-11**

This Agreement for Broadcast Television Services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and KPHO Broadcasting Corporation, a Iowa corporation, authorized to do business in Arizona, (the "Contractor"), as of the \_\_\_\_ day of \_\_\_\_\_, 2016.

**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 17-11 (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. Sub-contractors.
    - (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
    - (2) Contractor will remain fully responsible for Sub-contractor's services.

- (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
- (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

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

3.2 Licensing. Contractor warrants that:

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

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

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

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all

copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").

- (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
  - (2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use of Contractor-Produced Content.
- (1) Besides the unlimited use of the promotional content, City may re-broadcast unedited portions of Contractor's work product (for example, interviews) with proper Contractor attribution on the City's website and the City's Channel 11 public information channel.

#### **4. Compensation for the Project.**

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$375,000 for the entire Term (including renewals), as specifically detailed in **Exhibit B** (the "Compensation").

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

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

#### **5. Billings and Payment.**

5.1 Applications.

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

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
  - (1) Completed work generated by Contractor and its Sub-contractors; and

- (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

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

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

## 6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 30 days following the date of delivery.

- a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

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

- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$1,000,000 or the amount of this Agreement, whichever is greater.

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

## 8. Insurance.

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

- a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.

b. General Liability.

- (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate for each property damage and contractual property damage.



- (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
  - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
  - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and \$1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
  - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
  - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
  - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- f. Certificates of Insurance.
  - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
  - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
  - (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.
- g. Other Contractors or Vendors.
  - (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
  - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
  - (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.

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

8.2 Sub-contractors.

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

8.3 Indemnification.

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

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

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

11. **Notices.**

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

- a. The Notice is in writing; and
- b. Delivered in person or by 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.

11.2 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:

KPHO Broadcasting Corporation  
c/o Deb Selzer  
5555 N. 7<sup>th</sup> Avenue  
Phoenix, AZ 85013  
dselzer@azfamily.com  
602-207-3396

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

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

With required copy to:

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

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

- c. Concurrent Notices.
  - (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
  - (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
  - (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.
- d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

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

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

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

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. 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.

13.2 Interpretation.

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

13.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

13.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

13.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

13.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.

13.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

14. **Term.** The term of this Agreement commences upon the effective date and continues for a one (1)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four (4) years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and any such price adjustment will be a determining factor for any renewal. There are no automatic renewals of this Agreement.

15. **Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

16. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A      Project

Exhibit B      Compensation

(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

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By: Kevin R. Phelps  
Its: City Manager

ATTEST:

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Julie K. Bower  
City Clerk (SEAL)

APPROVED AS TO FORM:

---

Michael D. Bailey  
City Attorney

KPHO Broadcasting Corporation,  
an Iowa Corporation

*Edward L. Jensen Jr.*  
By: \_\_\_\_\_  
Its: Authorized Representative

**EXHIBIT A**  
**Broadcast Television Services**  
**PROJECT**

As defined on the attached Exhibit A, Contractor shall work with the City to enhance the brand and image of Glendale and promote its Historic Downtown along with its six City of Glendale “signature” event productions with the objective of increasing annual attendance for each event. As the exclusive Contractor, the following benefits: Branding, Event Marketing and Community Relations may be recognized.

Upon renewal period, an Amendment will reflect the annual budget for the City and Contractor shall submit a detailed proposal of sales and value add promotional and/or programming airtime which Contractor represents the best support they can provide the City of Glendale Special Events department as exclusive Broadcast Television Provider using the current year’s budget.

**EXHIBIT B**  
**Broadcast Television Services**  
**COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

Budget is dependent on the City's annual budget amount provided for these services. City will request a quote from Contractor on an annual basis for requested services.

**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 \$375,000 (including renewals).

**DETAILED PROJECT COMPENSATION**

Compensation is based on the City's current year's budget. For 2016 Special Events, the budgeted amount is \$60,000.





## Legislation Description

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**File #:** 16-515, **Version:** 1

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

Staff Contact: Sam McAllen, Director, Development Services

**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 12/01/2016 through 11/30/2017, in an amount not to exceed \$120,900. 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 May 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 compliance, 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 May 25, 2002.

Council approved a one year maintenance renewal on November 24, 2014.

Council approved a one year maintenance renewal on October 13, 2015.

**Community Benefit/Public Involvement**

Hansen is a business management software suite used by Water Services, Building Safety, and Code Compliance. Water Services uses Hansen for inventory management, asset management, and work order management. Building Safety and Code Compliance 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>\$ 57,878</b>	<b>2591-18401-522700, Technology Replacement Fund</b>
<b>\$ 63,022</b>	<b>2360-17120-522700, Water Services</b>

Capital Expense? No.

Budgeted? Yes.

Requesting Budget or Appropriation Transfer? No.

**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 11/14/2002 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

APPROVE (AS TO FORM):

Richard H. Flaen  
 Richard H. Flaen  
 City Attorney

ATTEST  
Paula C.  
 Paula C.

**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 - 3943-US06A	08/25/2016	10/31/2016

## Invoice

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

**Deliver To:** GLENDALE, CITY OF  
 Water Services Department  
 6210 W Myrtle Ave  
 Glendale, AZ 85308  
 USA  
 Attn: Installed Site

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

Description	Location	QTY	Users	Maintenance Begin Date	Maintenance End Date	Amount
Hansen 7 - Basic Inventory Control	Glendale	1	1	12/01/2016	11/30/2017	0.00
Hansen 7.x - Spell Checker	Glendale	1	1	12/01/2016	11/30/2017	0.00
Hansen 7.x - Sewer - FieldWorks	Glendale	1	1	12/01/2016	11/30/2017	426.47
Hansen 7.x - Plant/Fleet	Glendale	1	20	12/01/2016	11/30/2017	6,216.88
Hansen 7.x - Image Processing (System License)	Glendale	1	1	12/01/2016	11/30/2017	1,770.56
Hansen 7.x - Sewer	Glendale	1	18	12/01/2016	11/30/2017	9,744.34
Hansen 7.x - Formula Based TV Insp.	Glendale	1	1	12/01/2016	11/30/2017	621.68
Hansen 7.x - Street	Glendale	1	1	12/01/2016	11/30/2017	194.27
Hansen 7.x - Water	Glendale	1	20	12/01/2016	11/30/2017	11,694.73
Hansen 7.x - Tab Editor	Glendale	1	1	12/01/2016	11/30/2017	0.00
Hansen 7.x - Customer Service - COMBINED	Glendale	1	36	12/01/2016	11/30/2017	787.04
Hansen 7.x - Image Display	Glendale	1	1	12/01/2016	11/30/2017	0.00
Hansen 7.x - Storm	Glendale	1	10	12/01/2016	11/30/2017	12,029.05
Hansen GEOAdministrator	Glendale	1	1	12/01/2016	11/30/2017	2,556.17
Hansen Integrated Map Viewer	Glendale	1	5	12/01/2016	11/30/2017	751.82
Hansen 7.x - Plant/Fleet	Glendale	1	3	12/01/2016	11/30/2017	1,555.42

Carry Forward 48,348.43



Invoice	Invoice Date	Due Date
P - 3943-US06A	08/25/2016	10/31/2016

# Invoice

Description	Location	QTY	Users	Maintenance Begin Date	Maintenance End Date	Amount
TAX(Type RE - AZ)						4,170.26

For renewal questions, please contact Shawna Wagner, Maintenance Business Manager  
 Phone: +19164745041  
 Email: Shawna.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:
48,348.43	4,170.26	52,518.69

**Payment Terms:**

See Due Date.

**Special Instructions:**

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

**Invoice Total:**

USD

52,518.69

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 - 3942-US06A	08/25/2016	10/31/2016

# Invoice

**Bill to:** City of Glendale  
 Building Safety Department  
 5850 W Glendale Ave  
 Glendale, AZ 85301  
 USA  
 Attn: Marcella Maulfair

**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.x - OLE Container	Glendale	1	1	12/01/2016	11/30/2017
Hansen 7.x - Construction & Use Permits	Glendale	1	85	12/01/2016	11/30/2017
Hansen 7.x - Code Enforcement	Glendale	1	15	12/01/2016	11/30/2017
TAX(Type RE - AZ) 3,778.53					

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:
44,453.30	3,778.53	48,231.83

**Payment Terms:**

See Due Date.

**Special Instructions:**

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

**Invoice Total:** USD 48,231.83

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



## Legislation Description

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**File #: 16-483, Version: 1**

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### **AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH ANDERSON LOCK & SAFE, LLC, FOR LOCKSMITH SERVICES**

Staff Contact: Jack Friedline, Director, Public Works

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

This is a request for City Council to authorize the City Manager to enter into a Linking Agreement with Anderson Lock & Safe, LLC, for locksmith services in an amount not to exceed \$500,000 for the entire term of the Agreement, and to authorize the City Manager to renew the Agreement (initial term plus any renewals), at the City Manager's discretion, for an additional two, one-year renewals. The initial term of the Agreement is effective until March 31, 2018.

#### **Background**

The Agreement with Anderson Lock & Safe, LLC will be utilized to provide locksmith services to include lock installations, re-keys, and repair work at city facilities on an as needed basis.

Anderson Lock & Safe, LLC was awarded a bid by the City of Mesa to provide locksmith services described in the Locksmith Services Contract. 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. 2015145 was awarded on April 2, 2015 and is effective through March 31, 2018, and includes an option to renew the contract for an additional two, one-year renewals, allowing the contract to be extended through March 31, 2020.

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

#### **Analysis**

Facilities Management staff oversees 3.5 million square feet of city facilities dispersed over 55 square miles throughout the city. This Agreement will allow Facilities Management to provide locksmith services including maintenance, repair, installations and rekeying of the doors at city-owned facilities.

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



Maintenance, repair, installations, and rekeying of the doors at city-owned facilities are necessary for the safety and security of employees who work and individuals who visit these public facilities.

Cooperative purchasing typically produces the lowest possible volume prices and allows for the most effective use of available funding. The bids are publicly advertised and all Arizona firms have an opportunity to participate.

**Budget and Financial Impacts**

Funding is available in the Fiscal Year 2016-17 Operating budgets for the various city departments. Expenditures with Anderson Lock & Safe, LLC are not to exceed \$500,000 for the entire term of the Agreement, contingent upon Council budget approval.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$500,000</b>	<b>Varies</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  
ANDERSON LOCK & SAFE, 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 Anderson Lock & Safe, LLC, an Arizona limited liability company ("Contractor"), collectively, the "Parties."

**RECITALS**

- A. On April 2, 2015, under the S.A.V.E. Cooperative Purchasing Agreement, the City of Mesa entered into a contract with Contractor to purchase the goods and services described in the Locksmith Services Cooperative Purchasing Agreement, Contract No. 2015145 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

**AGREEMENT**

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

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement purchases can be made by governmental entities from the date of award, which was April 2, 2015, until the date the contract expires on March 31, 2018, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond March 31, 2020. The initial period of this Agreement, therefore, is the

period from the Effective Date of this Agreement until March 31, 2018. The City Manager or designee, however, may renew the term of this Agreement for two (2) one-year periods until the Cooperative Purchasing Agreement expires on March 31, 2020. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

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

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

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed five-hundred thousand dollars (\$500,000) for the entire term of the Agreement (initial term plus any renewals).

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

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

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

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

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

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

City of Glendale  
c/o Vern Baker  
6210 W. Myrtle Avenue, Suite 111  
Glendale, Arizona 85301  
623-930-2679

and

Anderson Lock & Sales, LLC  
c/o Alan N. Anderson  
6146 N. 35<sup>th</sup> Avenue, Suite 101  
Phoenix, AZ 85017  
602-973-0343

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

“City”

City of Glendale, an Arizona  
municipal corporation


By:

\_\_\_\_\_  
Kevin R. Phelps  
City Manager

“Contractor”

Anderson Lock & Sales, LLC,  
an Arizona limited liability company

By:

  
\_\_\_\_\_  
Name: Alan N. Anderson  
Title: Single Member

ATTEST:

\_\_\_\_\_  
Julie K. Bower (SEAL)  
City Clerk

APPROVED AS TO FORM:

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

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
ANDERSON LOCK & SAFE, LLC**

**EXHIBIT A  
CITY OF MESA CONTRACT NO. 2015145  
LOCKSMITH SERVICES**

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**REQUEST FOR PROPOSALS # 2015145**  
**Locksmith Services**

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January 21, 2015

NOTICE IS HEREBY GIVEN that sealed proposals will be received by the City of Mesa (City) until **3:00 PM, Local Time, February 11, 2015** to provide **Locksmith Services**.

**Brief Description:** The intent of this solicitation is to establish a term contract for Locksmith Services.

**NOTE:** As of July 1st, 2014, all vendors who wish to conduct business with the City are required to register and maintain all information used for the notification of solicitation opportunities and issuance of payment in the Vendor Self Service (VSS) system. For more information and to register go to <http://mesaaz.gov/vendor/>

Proposals must be in accordance with the provisions, specifications and instructions set forth herein and will be received by Purchasing until the above noted time, when they will be publicly acknowledged and accepted.

Proposal packets, any attachments and addenda are available for download at [www.mesaaz.gov/purchasing](http://www.mesaaz.gov/purchasing).

Please read the entire solicitation package and submit the proposal in accordance with the instructions. This document (less this invitation and the instructions) and any required response documents, attachments, and submissions will constitute the proposal.

Mesa's Procurement Policies and Rules are available on the Purchasing Division's website at [www.mesaaz.gov/purchasing](http://www.mesaaz.gov/purchasing).

Questions concerning this solicitation should be directed, IN WRITING, to the following Purchasing contacts or their designees:

**General or Process Questions:**

**Nicole Arnold**  
Procurement Specialist  
Purchasing  
FAX (480) 644-2655  
[Nicole.arnold@MesaAZ.gov](mailto:Nicole.arnold@MesaAZ.gov)

**Technical Questions:**

**Paul Aguilar, CPPB**  
Procurement Officer  
Purchasing  
FAX (480) 644-2655  
[Paul.aguilar@MesaAZ.gov](mailto:Paul.aguilar@MesaAZ.gov)

## INSTRUCTIONS

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- i.1 **VENDOR QUESTIONS:** All questions regarding the contents of this solicitation, and solicitation process (including requests for ADA accommodations), shall be directed solely to the Purchasing contacts or designees listed on Page 1 or the Purchasing Administrator. Questions should be submitted in writing via letter, fax or email. Questions received less than seven (7) calendar days prior to the due date and time may be answered at the discretion of the City.
- i.2 **ADDENDA/CLARIFICATIONS:** Any changes to the specifications will be in the form of an addendum. Addenda are posted on the City website no less than seven (7) days prior to the due date. **Vendors are cautioned to check the Purchasing Website for addenda and clarifications prior to submitting their proposal.** The City cannot be held responsible if a vendor fails to receive any addenda issued. The City shall not be responsible for any oral changes to these specifications made by any employees or officer of the City. Failure to acknowledge receipt of an addendum may result in disqualification of a proposal.
- i.3 **VENDOR CONFERENCE / SITE VISIT:**       Yes       No
- i.4 **DUE DATE & TIME FOR SUBMISSION AND OPENING:**  
**Date:** February 11, 2015  
**Time:** 3:00 P.M. (Local Time)  
  
The City will open all proposals properly and timely submitted, and will record the names and other information specified by law and rule. All proposals become the property of the City and will not be returned except in the case of a late submission. Respondent names, as read at the bid opening, will be posted on the City website. Once a contract has been executed by the City, proposals are available for inspection by contacting Purchasing.
- i.5 **PROPOSAL FIRM TIME:**      180 Days from Opening  
Proposal shall remain firm and unaltered after opening for the number of days shown above. The City may accept the proposal, subject to successful contract negotiations, at any time during this time.
- i.6 **PROPOSAL SECURITY:**       Yes \$ 0.00     No
- i.7 **SUBMIT PROPOSALS TO:**      Use label at the end of this solicitation package
- City of Mesa  
Attn: Purchasing  
20 E. Main St., Suite 400  
Mesa, AZ 85201
- Proposals will be received publicly at this address. Proposers may mail or hand-deliver proposals. E-mail or fax submissions will not be accepted.
- No responsibility will attach to the City of Mesa, its employees or agents for premature opening of a proposal that is not properly addressed and identified.
- i.8 **LATE PROPOSALS.** The proposer assumes responsibility for having the proposal delivered on time at the place specified. All proposals received after the date and time specified shall not be considered and will be returned unopened to the proposer. The proposer assumes the risk of any delay in the mail or in handling of the mail by employees of the City of Mesa, or any private courier, regardless whether sent by mail or by means of personal delivery. You must allow adequate time to accommodate all registration and security screenings at the delivery site. A valid photo I.D. may be required. It shall not be sufficient to show that you mailed or commenced delivery before the due date and time. All times are Mesa, Arizona local times. The proposer agrees to accept the time stamp in the City Purchasing Office as the official time.
- i.9 **LOBBYING PROHIBITION.** Any communication regarding this solicitation for the purpose of influencing the process or the award, between any person or affiliates seeking an award from this

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## INSTRUCTIONS

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solicitation and the City, including but not limited to the City Council, employees, and consultants hired to assist in the solicitation, is prohibited.

This prohibition is imposed from the time of the first public notice of the solicitation until the City cancels the solicitation, rejects all responses, awards a contract or otherwise takes action which ends the solicitation process. This section shall not prohibit public comment at any City Council meeting, study session or Council committee meeting.

This prohibition shall not apply to vendor-initiated communication with the contact(s) identified in the solicitation or City-initiated communications for the purposes of conducting the procurement including but not limited to pre-bid conferences, clarification of responses, presentations if provided in the solicitation, requests for Best and Final Proposals, contract negotiations, protest/appeal resolution, or surveying non-responsive vendors.

Violations of this provision shall be reported to the Purchasing Administrator. Persons violating this prohibition may be subject to a warning letter or rejection of their response depending on the nature of the violation.

- i.10 **LAWFUL PRESENCE IN THE UNITED STATES.** Arizona Revised Statutes §1-502 requires that all Persons who will be awarded a contract (a Public Benefit as defined in 8 USC Section 1621) must demonstrate they are lawfully present in the United States. Person is defined as a Natural person and therefore excludes Limited Liability Companies, Corporations or Partnerships as indicated on your W-9 form.

Individuals or Sole Proprietorships must complete the affidavit in the "Vendor Information" section of this solicitation. Offers that fail to provide a completed affidavit and any required attachments may be deemed non-responsive.

- i.11 **COMMENCEMENT OF WORK.** If proposer begins any billable work prior to the City's final approval and execution of the contract, proposer does so at its own risk.

- i.12 **RESPONSIBILITY TO READ AND UNDERSTAND.** Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. If a vendor suspects an error, omission or discrepancy in this solicitation, the vendor must immediately and in any case not later than seven (7) business days in advance of the due date notify the contact on page 1. The City is not responsible for and will not pay any costs associated with the preparation and submission of the proposal. Proposers are cautioned to verify their proposals before submission, as amendments to or withdrawal of proposals submitted after time specified for opening of proposals may not be considered. The City will not be responsible for any proposer errors or omissions.

- i.13 **FORM AND CONTENT OF PROPOSALS.** Unless otherwise instructed or allowed, proposals shall be submitted on the forms provided. An original and the designated number of copies of each proposal are required. Proposals, including modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. Please line through and initial rather than erase changes. If the proposal is not properly signed or if any changes are not initialed, it may be considered non-responsive. In the event of a disparity between the unit price and the extended price, the unit price shall prevail unless obviously in error, as determined by the City. The City may require that proposals be submitted on disk, CD or DVD. The proposal must provide all information requested and must address all points. The City does not encourage exceptions. The City is not required to grant exceptions and depending on the exception, the City may reject the proposal.

- i.14 **SPECIFICATIONS.** Technical specifications define the minimum acceptable standard. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Other products will be considered upon showing the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.

Minor differences that do not affect the suitability of the supply or service for the City's needs may be accepted. Burden of proof that the product meets the minimum standards or is equal to the



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## INSTRUCTIONS

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brand name product, is on the proposer. The City reserves the right to reject proposals that the City deems unacceptable.

- i.15 **MODIFICATION / WITHDRAWAL OF PROPOSAL.** Written requests to modify or withdraw the proposal received by the City prior to the scheduled opening time will be accepted and will be corrected after opening. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the proposal and marked as a MODIFICATION or WITHDRAWAL of the proposal. Requests for withdrawal after the bid opening will only be granted upon proof of undue hardship and may result in the forfeiture of any proposal security. Any withdrawal after the bid opening shall be allowed solely at the City's discretion.
- i.16 **DEBARMENT DISCLOSURE.** If the vendor submitting this proposal has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the proposer shall include a letter with its proposal identifying the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided. A proposal from a proposer who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- i.17 **RESERVATIONS.** The City reserves the right to reject any or all proposals or any part thereof; to rebid the solicitation; to reject non-responsive or non-responsible proposals; to reject unbalanced proposals; to reject proposals where the terms, prices, and/or awards are conditioned upon another event; to reject individual proposals for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor irregularities, defects, omissions, technicalities or form errors in any proposal. The City may seek clarification of the proposal from proposer at any time, and failure to respond is cause for rejection. Submission of a proposal confers on proposer no right to an award or to a subsequent contract. The City is charged by its Charter to make an award that is in the best interest of the City. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the proposer and the City until the City executes a written contract or purchase order.
- i.18 **OFFICIAL SOLICITATION DOCUMENT.** Changes to the solicitation document made by a proposer may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute acceptance of a changed term, condition or specification unless specifically acknowledged and agreed to by the City. The copy maintained and published by the City shall be the official solicitation document.
- i.19 **COPYING OF PROPOSALS.** Proposer hereby grants the City permission to copy all parts of its proposal, including without limitation any documents and/or materials copyrighted by the proposer. The City's right to copy shall be for internal use in evaluating the proposal.
- i.20 **CONTRACTOR ETHICS.** It is the policy of the City to promote courtesy, fairness, impartiality, integrity, service, professionalism, economy, and government by law in the Procurement process. The responsibility for implementing this policy rests with each individual who participates in the Procurement process, including Respondents and Contractors.

To achieve the purpose of this Article, it is essential that Respondents and Contractors doing business with the City also observe the ethical standards prescribed herein. It shall be a breach of ethical standards to:

- a. Exert any effort to influence any City employee or agent to breach the standards of ethical conduct.
- b. Intentionally invoice any amount greater than provided in Contract or to invoice for Materials or Services not provided.

## INSTRUCTIONS

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- c. Intentionally offer or provide sub-standard Materials or Services or to intentionally not comply with any term, condition, specification or other requirement of a City Contract.
- i.21 **GIFTS.** The City will accept no gifts, gratuities or advertising products from proposers or prospective proposers and affiliates. The City may request product samples from vendors for product evaluation.

- i.22 **PROTESTS AND APPEALS.** If a Respondent believes there is a mistake, impropriety, or defect in the solicitation, believes the City improperly rejected its proposal, and/or believes the selected proposal is not in the City's best interests, the Respondent may submit a written protest. All protests and appeals are governed by the City of Mesa Procurement Rules ("Procurement Rules"). Please see the Procurement Rules for more information; if there exists any discrepancy in this Section i.22 and the Procurement Rules, the language of the Procurement Rules controls.

Protests based upon alleged mistake, impropriety, or defect in a solicitation that is apparent before the bid opening must be filed with the Procurement Officer no later than 6:00 p.m. four (4) calendar days before Bid Opening. Protests that only become apparent after the Bid Opening must be filed within the earlier of seven (7) calendar days after: (i) the protestor knows or should have known the basis of the protest; or (ii) the date the City issues a Notice of Intent to Award. Protests that only become apparent after the City issues a Notice of Intent to Award must be filed within seven (7) calendar days after the protestor knows or should have known the basis of the protest; however, no protest may be filed later than seven (7) calendar days after contract execution.

A protestor must file the protest with the Procurement Officer. Only written protests submitted in accordance with the Procurement Rules, within the time allowed, that are based on legal and/or factual grounds will be considered. The Procurement Officer will issue a written decision.

A protestor has the right to appeal the decision of the Procurement Officer to the City Manager or designee. Appeals must be filed with the Chief Procurement Officer within seven (7) calendar days after the date the decision is received by the protestor. The appeal must be in accordance with the Procurement Rules and be based on factual or legal errors in the Procurement Officer's decision, not simply a disagreement with that decision.

The City Manager or designee will review the record and all documents submitted to the Procurement Officer to determine whether the decision should be sustained. The City Manager, at his/her sole discretion, has the option of referring the appeal to a hearing officer. The City Manager or designee will issue a written response to the appeal and this determination is final.

Protest and appeal responses will be made by the City in a timely manner. The Procurement Officer will have the sole discretion to stay the contract process until a protest or appeal is resolved. Concerns raised seven (7) calendar days or more after execution of the contract are not subject to this protest/appeal process. Protests and appeals that do not follow the processes contained in this section will be rejected.

**ADDRESS PROTESTS TO:**

Matt Bauer  
Procurement Administrator  
20 East Main Street, Suite 400  
PO Box 1466  
Mesa, Arizona 85211-1466  
Fax: (480) 644-2655

**ADDRESS APPEALS TO:**

Edward Quedens  
Chief Procurement Officer, Business Services Director  
20 East Main Street, Suite 450  
PO Box 1466  
Mesa, Arizona 85211-1466  
Fax: (480) 644-2687

## INSTRUCTIONS – EVALUATION

i.23 **EVALUATION PROCESS.** Proposals will be reviewed by a screening committee comprised of City employees and/or authorized agents. The City staff may or may not initiate discussions with proposers for clarification purposes. Clarification is not an opportunity to change the proposal. Proposers shall not initiate discussions with any City employee or official.

i.24 **CRITERIA FOR EVALUATION AND AWARD.** The City evaluates four categories of information: responsiveness, responsibility, the technical proposal and price. All proposals must meet the following responsiveness and responsibility criteria.

- a) **Responsiveness.** The City will determine whether the proposal complies with the instructions for submitting proposals including completeness of proposal which encompasses the inclusion of all required attachments and submissions. The City must reject any proposals that are submitted late. Failure to meet other requirements may result in rejection.
- b) **Responsibility.** The City will determine whether the proposer is one with whom it can or should do business. Factors that the City may evaluate to determine "responsibility" include, but are not limited to: excessively high or low priced proposals, past performance, references (including those found outside the proposal), compliance with applicable laws- including tax laws, proposer's record of performance and integrity- e.g. has the proposer been delinquent or unfaithful to any contract with the City, whether the proposer is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified. A proposer must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet and/or any generally available industry information. The City reserves the right to inspect and review proposer's facilities, equipment and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in rejection.
- c) **Technical Proposal.** The City will determine how well proposals meet its requirements in terms of the response to the specifications and how well the offer addresses the needs of the project. The City will rank offers using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation.
- d) **Price.** We will then evaluate the proposals that have met the requirements above.
- e) Those vendors supplying quotes, bids or proposal who have Mesa Transaction Privilege Tax license and who would be charging Mesa City TPT on the invoice if awarded, will have 1.75% removed from the taxable item(s) for the purpose of award evaluation. Awarded vendors shall charge the full amount of tax on their invoice(s).

This consideration does not apply to:

- Construction procurements or any other procurement done using Arizona Revised Statutes Title 34 processes.
  - Purchases using Federal or other funds where the agreement that provided the funds precludes any local consideration or preference.
- f) If less than (3) responsive proposals are received, at the City's sole discretion, the proposals may be evaluated using simple comparative analysis instead of any announced method of evaluation, subject to meeting administrative and responsibility requirements.

The criteria that will be evaluated and their relative weights are:

Evaluation Criteria	Points
Experience - Includes years providing similar locksmith services and locksmith technicians experience	150
References – Quality of work and reliability on past or current projects	150

## INSTRUCTIONS – EVALUATION

Arizona Registrar of Contractors– History and performance record	50
Quality of RFQ Format and Organization -Thoroughness, clarity, organization/presentation	50
Price and Percentage Markup	100

$$\frac{\text{Lowest Proposal Cost}}{\text{Proposal Cost being evaluated}} \times \text{Price Points Possible} = \text{Pricing Score}$$

- i.25 **SHORT-LISTING.** The City at its sole discretion may create a short-list of the highest scored proposals based on a preliminary evaluation against the evaluation criteria. Only those short-listed proposers would be invited to give presentations and/or interviews. Upon conclusion of any presentations/interviews, the City will finalize the scoring against the evaluation criteria.
- i.26 **PRESENTATIONS/INTERVIEWS.** The proposer must provide a formal presentation/interview on-site at a City location upon request.
- i.27 **BEST & FINAL OFFERS.** The City may request best & final offers if deemed necessary, and will determine the scope and subject of any best & final request. However, the proposer should not expect that the City will ask for best & finals. Therefore, proposer must submit their best offer based on the terms and conditions set forth in this solicitation.
- i.28 **COST JUSTIFICATION.** In the event only one response is received, the City may require that the proposer submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the proposal price is fair and reasonable.
- i.29 **CONTRACT NEGOTIATIONS AND ACCEPTANCE.** Proposer must be prepared for the City to accept the proposal as submitted. If proposer fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not result in an acceptable agreement, the City may reject proposal or revoke the award, and may begin negotiations with another proposer. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the proposer and the City until the City executes a written contract or purchase order.
- i.30 **NOTICE OF INTENT TO AWARD.** Notices of the City's intent to award a Contract are posted to the Purchasing Division's website before 6:00 PM local time on Wednesdays. If Wednesday is a holiday observed by the City, Notice will be posted on Tuesday.

**It is the proposer's responsibility to check the City of Mesa's Purchasing website at [www.mesaaz.gov/purchasing](http://www.mesaaz.gov/purchasing) to view Purchasing's Intent to Award notices.** This is the only notification you will receive regarding the City's intent to award a contract related to this solicitation.

## STANDARD TERMS AND CONDITIONS

- S.1 **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.
- S.2 **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.
- S.3 **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.
- S.4 **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
- S.5 **NO THIRD PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.
- S.6 **NON- EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
- S.7 **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.
- S.8 **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.
- S.9 **COMPLIANCE WITH APPLICABLE LAWS.**
- a. **General.** Contractor must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.
  - b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel,

## STANDARD TERMS AND CONDITIONS

and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

- c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.
- (i) As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").
  - (ii) A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
  - (iii) The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.
  - (iv) The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.
  - (v) Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).
- d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.
- e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods or services to the City.

### S.10 SALES/USE TAX, OTHER TAXES.

- a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.
- b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is not exempt from state and local sales/use taxes.

## STANDARD TERMS AND CONDITIONS

- S.11 **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.
- S.12 **PUBLIC RECORDS.** Contractor acknowledges that the City is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.
- S.13 **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.
- S.14 **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.
- S.15 **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.
- S.16 **DEFAULT.**
- a. A party will be in default if that party:
    - (i) Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;
    - (ii) Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;
    - (iii) Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or
    - (iv) Fails to carry out any term, promise, or condition of the Agreement.
  - b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.
  - c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.

## STANDARD TERMS AND CONDITIONS

- d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.
- S.17 **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:
- a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
  - b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.
  - c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
  - d. Neither party will be liable for incidental, special, or consequential damages.
- S.18 **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.
- S.19 **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.
- S.20 **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.
- S.21 **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.
- S.22 **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor will be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.
- S.23 **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.



## STANDARD TERMS AND CONDITIONS

- S.24 **INDEMNIFICATION/LIABILITY.**
- a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the services provided by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with or fulfill the obligations established by this Agreement.
  - b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.
  - c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.
- S.25 **WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The City's acceptance of service or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If any materials or services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.
- Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.
- S.26 **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.
- S.27 **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of materials or services or any materials or services at all under this Agreement and acknowledges and agrees that the materials or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.
- S.28 **OWNERSHIP.** All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.
- S.29 **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.
- S.30 **PROHIBITED ACTS.** Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or

## STANDARD TERMS AND CONDITIONS

employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at the City.

- S.31 **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.
- S.32 **RISK OF LOSS.** Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.
- S.33 **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.
- S.34 **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.
- S.35 **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.
- S.36 **CONTRACT ADMINISTRATION.** The contract will be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the contract administrator(s).
- S.37 **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.
- S.38 **COOPERATIVE USE OF CONTRACT.** The City has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or



## STANDARD TERMS AND CONDITIONS

procurement rules and regulations of the respective government agency.

The City currently holds Intergovernmental Governmental Agreements (IGA) with numerous governmental entities. These agreements allow the entities, with the approval of Contractor, to purchase their requirements under the terms and conditions of this Agreement.

A contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact with pupils. A school district, its governing board members, its school council members and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members or its employees are guilty of gross negligence or intentional misconduct.

Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors and their employees will not provide services on school district properties until authorized by the school district.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.

- S.39 **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.
- S.40 **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.
- S.41 **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Maricopa County, Arizona.
- S.42 **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.
- S.43 **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.
- S.44 **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.
- S.45 **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this

## STANDARD TERMS AND CONDITIONS

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Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.

- S.46 **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to Arizona Revised Statutes Sections 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract or loan) must demonstrate his or her lawful presence in the United States. As the Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes as applicable.

## DETAILED SPECIFICATIONS

1. **PROJECT MISSION.** The City of Mesa is dedicated to providing superior services to its customers in order to improve the quality of life for Mesa residents, businesses and visitors. The City is looking for vendors who share that dedication and will help the City meet that goal.
2. **PROJECT GOAL.** The City of Mesa's (City) goal is to establish a single term contract for Locksmith Services. Proposals will be considered only from individuals or companies who are regularly established in the locksmith business, are financially responsible and have experienced personnel by the date of Proposal submittal. This contract is non-exclusive and the City reserves the right to perform the work in-house or to have the work performed by other outside sources when deemed appropriate by City staff.
3. **SCOPE OF WORK.** The City of Mesa intends to enter into a single contract with a Contractor to provide qualified journeyman locksmiths to perform certain types of installations, re-keys and regularly repair work on various City projects and Buildings for the City. The City's lock system is a Sargent / Schlage grand master keying system and will continue to be so for the duration of this contract.
4. **MINIMUM QUALIFICATIONS.** The Contractor shall be a (5) five year experienced journeyman locksmith. The journeyman locksmith(s) assigned to this contract shall submit a summary of his/her training and work experience (TAB 2 of proposal). A written history of the journeyman locksmith and all potential employees assigned to this contract shall be submitted with the proposal (Tab 2 of proposal). The Contractor shall be responsible for ensuring Contractor maintains satisfactory standards of employee competency, conduct, and integrity, with respect towards all City personnel. The Contractor shall be responsible for ensuring that all work is performed in accordance with the established practices of the trade. The Contractor shall exercise precautions at all times for the protection of persons and property. Safety provisions for all applicable laws and ordinances shall be strictly observed. It is the responsibility of the Contractor to maintain all areas of work to provide neat, attractive, and safe conditions during and upon completion of the required tasks. The City of Mesa representative may require the Contractor to discontinue potentially hazardous work practices upon notice. The City of Mesa reserves the right to require the Contractor to remove any employee from the work area whom City of Mesa has deemed incompetent, careless, or insubordinate, or whose continued employment on the work site is deemed by City to be contrary to the Public interest.
5. **EMPLOYEE IDENTIFICATION AND BACKGROUND CHECKS.** The Contractor must furnish the City with a current list of employees and have proper identification displayed at all times for each employee while performing for the City. The City shall have the right to conduct background checks of all employees of the Contractor's staff providing services to the City. Only authorized employees of the Contractor are allowed on the premises to perform locksmith services.
6. **CONTRACTOR RESPONSE AND COMPLETION TIME FRAMES.** The Contractor shall be responsible for all necessary measurements and for accurate fitting of all work. The Contractor shall be responsible for any damage to the facility or equipment during this contract. Any such damage will be repaired by the Contractor at his/her expense and to the satisfaction of the City. The work to be performed and the time within which it should normally be completed shall be as specified.

Emergency requests: The Contractor's locksmith shall respond (telephone or on site) within thirty (30) minutes and on-site within one (1) hour from the time a request is issued.

Routine requests: The locksmith shall be available within four (4) hours or the next working day after request for service. The Contractor shall provide City staff with a cell phone for all employees assigned to this contract. The cell phone(s) and the twenty-four hour emergency telephone number shall be secured and paid for by the Contractor. After normal working hours (evenings, weekends, holidays, etc.) the Contractor shall provide "on call" personnel who meet the requirements described above and who can be contacted via telephone by City. A City representative shall furnish the Contractor with instructions, drawings and specifications (in writing) as it deems necessary to accomplish the task required.

## DETAILED SPECIFICATIONS

7. **CITY CONTACTS.** All locksmith work for City buildings will be handled through a Facilities Maintenance representatives under the direction of the Facilities Maintenance Director, Dennis Ray at (480) 644-3733 or his designee. Also, if the Contractor is required to perform work for the Mesa Police Department in any of their facilities, (s)he should first contact Facilities Maintenance at (480) 644-431 to coordinate.
8. **FEE STRUCTURE.** The Contractor shall provide a flat fee for service calls, labor, duplicate keys and cost to re-key. In addition, the flat rate shall apply to other selected repairs listed on the Pricing and Compensation form. Hourly labor rates shall apply to time actually used in direct repair and installation of lock services. The number of hours billed is expected to fall within acceptable industry standards, and be billed to the nearest one quarter hour (15 minutes). The City will not pay travel time. Straight time rates will be based on a ten (10) hour day, Monday through Thursday. All requests for overtime must be made prior to performing the work. Only the Facilities Maintenance Director or his designee may authorize overtime billing. In the event overtime is authorized, it shall be billed at 1.5 times the straight time rate. The Contractor must be able to supply a full range of items for locking and commercial hardware items commonly purchased by the City including: Complete lockset, Exit devices, Closures, Lever Lock, Panic Bar each group. These items shall be replaced like for like.
9. **INSPECTION AND PAYMENT AUTHORIZATION.** The City's authorized representatives will inspect the Contractor's work to insure completion of all items billed to the City. Any discrepancy noted shall be corrected by the Contractor at no additional charge to the City. The Contractor will be paid within thirty (30) days after submittal of a properly documented and itemized invoice.
10. **INSURANCE REQUIREMENTS.** The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence/\$3 million aggregate Commercial General Liability insurance, including Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.

The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence Automobile Liability insurance.

The Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statute.


Prior to the execution of the Contract, the Contractor shall provide the City with a Certificate of Insurance (using appropriate ACORD certificate) SIGNED by the Issuer, applicable endorsements, and the City reserves the right to request additional copies of any or all of the above policies, endorsements, or notices relating thereto.

When the City requires a Certificate of Insurance to be furnished, the Contractor's insurance shall be primary of all other sources available. When the City is a certificate holder, the Contractor agrees that no policy shall expire, be canceled or materially changed to affect the coverage available without advance written notice to the City.

**"Waiver of Subrogation".** The policies required by this agreement (or contract) shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, elected officials, officers, employees, and volunteers for any claims arising out of the work of Contractor."

All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Manager.

## MILESTONES

- 
1. **BEGINNING AND END DATE OF INITIAL TERM.** April 1, 2015 through March 31, 2018.
    - a. If the commencement of performance is delayed because the City does not execute the contract on the start date, the City may adjust the start date, end date and milestones to reflect the delayed execution.
  2. **EXTENSION.** The City reserves the right to extend the term of this contract, provided however, that the City shall give written notice of its intentions to extend this contract no later than thirty (30) days prior to the expiration date of the contract.
  3. **RENEWAL.** At the end of the initial term of this contract, the City may initiate renewal(s) as provided. The decision to renew a contract rests solely with the City. The City will give written notice of its intention to renew the contract no later than thirty (30) days prior to the expiration.

Two (2) one (1) year renewals possible at the City's option.
  4. **PRICES.** All pricing shall be firm for first initial year, except where otherwise provided by the specifications, and include all transportation, insurance and warranty costs. The City shall not be invoiced at prices higher than those stated in any contract resulting from this proposal.
    - a. The Contractor certifies that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions. The Contractor further agrees that any reductions in the price of the goods or services covered by this proposal and occurring after award will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.
    - b. During the sixty (60) day period prior to each term anniversary of the contract effective date, the Contractor may submit a written request that the City increase the prices in an amount for no more than the twelve month change in the **Consumer Price Index for All Urban Consumers** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.

## RESPONSE CRITERIA

1. **PROPOSAL SUBMISSION** - Submit **one (1) signed original** of the offer in a sealed container and **five (5) electronic format copies** on a CD or Thumb Drive.

In order for your proposal to be considered, the following should be included and referenced with *index tabs*: **DO NOT use spiral binding or comb binding for your offers – 3-ring binders are preferred for large proposals.**

2. **PROPOSAL FORMAT**

**TAB 1 - Letter of Transmittal.** A brief letter of transmittal should be submitted that includes the following information:

1. The proposer's understanding of the work to be performed.
2. A positive commitment to perform the service within the time period specified.
3. The names of key persons, representatives, project managers who will be the main contacts for the City regarding this project.

**TAB 2 - Qualifications. (Abilities, Experience and Expertise)** The following information should be included:

1. A statement of your qualifications, abilities, experience and expertise in providing the requested services.
  - a. A description of what qualifies your company, financial and otherwise, to provide the City with these services for the required period of time, provide appropriate staffing, provide necessary resources and show a history of demonstrated competence.
  - b. An assessment of the proposer's abilities to meet and satisfy the needs of the City, taking into consideration the requested services, additional services and/or expertise offered that exceed the requirements, or the vendor's inability to meet some of the requirements of the specifications.
  - c. References – A minimum of three references, preferably from other public entities within the State of Arizona, for whom you have provided similar services. Include the name of entity, contact person's names, phone numbers, e-mail addresses, mailing addresses, type of service provided, dates these services were provided.
2. Identification of senior and technical staff to be assigned to the City. Staff named in the proposal may not be substituted without permission of the City.
  - a. The journeyman locksmith(s) assigned to this contract shall submit a summary of his/her training and work experience
  - b. A written history of the journeyman locksmith and all potential employees assigned to this contract
  - c. Resumes, including relevant experience may be included.

**TAB 3 -Pricing and Compensation Forms.** The cost portion of the proposal should include the following criteria:

1. Completed and Signed Pricing and Compensation Forms.
2. A listing of any and all additional charges not specifically listed on the Pricing and Compensation Forms.

**TAB 4 -Other Forms.** The following forms should be completed and signed:

1. Vendor Questionnaire form
2. Exceptions, Confidential and Additional Materials form
3. Vendor Information form
4. Offer and Acceptance form
5. Sample of Billing
6. W-9 Form. All responses should include a fully completed, most current W-9 form. Failure to include the W-9 will not disqualify your bid. (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)
7. Warranty information, if required



## VENDOR QUESTIONNAIRE

<b>GENERAL</b>	
Years in Business providing similar services: 49 years	
Contractor's License No(s): 227969 (Submit a copy with the proposal)	Type: CR5
Number of employees at location serving this contract: 17	
Provide Names, contact and telephone numbers of three (3) organizations that have received similar services from your company. At least one reference should be comparable in size to Mesa's proposed contract.	
Firm/Government Agency Name: CBRE, Inc. JP Morgan Chase Bank N.A.	
Contact Person: Ron Seabert	Phone: 602-221-4542
Address: PO Box 2099 Warren, MI 48090	Fax:
	E-Mail Address: ronald.d.seabert@jpmchase.com
\$ Value of Work, Supplies/Services and Dates Provided: YTD \$272,118      Full Locksmith Service      1998 - Present	
Firm/Government Agency Name: Village Enterprises	
Contact Person: Nick Barnes	Phone: 602-722-1209
Address: PO Box 39986 Phoenix, AZ 85069	Fax: 602-942-7799
	E-Mail Address: villageent@cox.net
\$ Value of Work, Supplies/Services and Dates Provided: YTD \$31,400      Full Locksmith Service      2009 - Present	
Firm/Government Agency Name: EJM Development Company	
Contact Person: Liz Kaiser	Phone: 602-757-4574
Address: 7419 E Helm Dr., Ste E Scottsdale, AZ 85260	Fax:
	E-Mail Address: ekaiser@ejmdevelopment.com
\$ Value of Work, Supplies/Services and Dates Provided: YTD \$16,257      Full Locksmith Service      2004 - Present	
Vehicle/ Equipment Inventory which is available for this contract: vehicles fully stocked with necessary equipment	

Vendor Name Anderson Lock & Safe

Date: 02/11/15

## VENDOR QUESTIONNAIRE

List any additions to equipment or personnel you anticipate if awarded this contract:	
None	
Subcontractors: None List subcontractor that will participate in carrying out the obligations of any resulting contract.	
Subcontractor Contact Name:	Phone:
Contractor License Type:	Type/Number:
Subcontractor Contact Name:	Phone:
Contractor License Type:	Type/Number:
Subcontractor Contact Name:	Phone:
Contractor License Type:	Type/Number:
Subcontractor Contact Name:	Phone:
Contractor License Type:	Type/Number:
List any other information which may be helpful in determining your qualifications for this contract:	
BBB Accredited , Tech's receive ongoing training, Associated Locksmith of America (ALOA) Members	
<b>FINANCIAL</b>	
Company Management: Provide names and years with the Company: 41 years	
President: Alan N Anderson, Single Member	
Controller: Alan N Anderson, Single Member	
Contractor/Representative (Who would handle this account: submit resume with proposal): Alan N Anderson, Single Member	
Yearly sales volume at location serving this contract: \$2,000,000	
Banking References:	
Bank: Bank of America	
Location: 2501 W Happy Valley Rd, Phoenix AZ 85085	
Officer Rona	

Vendor Name Anderson Lock & Safe

Date: 02/11/15

## VENDOR QUESTIONNAIRE

Bank: NA	
Location:	
Officer:	
Credit References: Provide names and telephone numbers of at least three (3) organizations that your company deals with on a day-to-day basis (i.e. suppliers)	
Firm/Government Agency Name: InterMountain Lock & Security Supply	
Contact Person: James Dameron	Phone: 480-889-4441
Address: 5620 S 32nd St Phoenix, AZ 85040	Fax: 602-438-0396
	E-Mail Address: james.dameron@imlss.com
Supplier of:  Security & Lock Hardware	
Firm/Government Agency Name: Clark Security Products	
Contact Person: Doan Ma	Phone: 602-252-0701
Address: 2140 S 7th Ave. Ste 140 Phoenix, AZ 85007	Fax:
	E-Mail Address: doan.ma@clarksecurity.com
Supplier of:  Security & Lock Hardware	
Firm/Government Agency Name: IDN West	
Contact Person: Carlos Gammons	Phone: 602-272-5300
Address: 2602 N 37th Dr Phoenix, AZ 85009	Fax: 602-272-5777
	E-Mail Address: cgammons@idnwest.com
Supplier of:  Security & Lock Hardware	
Insurance: Provide name of insurance carriers that provide coverage for your company.	
Automobile: State Farm Fire and Casualty Company 25143	
General/Contractor Liability: State Farm Fire and Casualty Company 25143 (General) Liberty Mutual Fire Insurance 23035 ( Workers Compensation)	
Bonding:	

Vendor Name Anderson Lock & Safe

Date: 02/11/15

## PRICING AND COMPENSATION

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Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish **Locksmith Services** to the City of Mesa at the price(s) stated on attached Exhibit A.

Exhibit A "Pricing & Compensation" pages have been posted as a separate document.

**OFFERORS MUST respond to the Pricing & Compensation document  
in an Excel format.**

Vendor Name \_\_\_\_\_

Date: \_\_\_\_\_

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1/21/2015

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RFP# 2015145

**EXCEPTIONS, CONFIDENTIAL & ADDITIONAL MATERIALS**

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Proposers shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document. Exceptions that surface elsewhere and that do not also appear under this section shall be considered invalid and void and of no contractual significance.

**Exceptions (mark one):**

**\*\*Special Note – Any material exceptions taken to the City’s Standard Terms and Conditions may render a Proposal Non-responsive.**

No exceptions

Exceptions taken (describe--attach additional pages if needed)

**Confidential/Proprietary Submittals (mark one):**

No confidential/proprietary materials have been included with this proposal

Confidential/Proprietary materials included. Proposers should identify below any portion of their proposal deemed confidential or proprietary (see S.12). Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the City prior to any public disclosure. Requests to deem the entire proposal as confidential will not be considered.

**Additional Materials submitted (mark one):**

No additional materials have been included with this proposal

Additional Materials attached (describe--attach additional pages if needed)

Vendor Name Anderson Lock & Safe

Date: 02/11/15

**VENDOR INFORMATION**

Company Legal/Corporate Name: Anderson Lock & Safe, LLC

Doing Business As (if different than above): \_\_\_\_\_

Address: 6146 N 35th Ave, Suite 101

City: Phoenix State: AZ Zip: 85017

Phone: 602-973-0343 Fax: 602-589-0104

E-Mail Address: service@andersonlockandsafe.com Website: andersonlockandsafe.com

DUNS # 148910797

Remit to Address (if different than above):

Order from Address (if different from above):

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Contact for Questions about this proposal:**

Name: Scott Anderson

Fax: 602-589-0104

Phone: 602-973-0343

E-Mail Address: scott@andersonlockandsafe.com

**Day-to-Day Project Contact (if awarded):**

Name: Scott Anderson

Fax: 602-589-0104

Phone: 602-973-0343

E-Mail Address: scott@andersonlockandsafe.com

**Sales/Use Tax Information (check one):**

Proposer is located outside Arizona and does NOT collect Arizona State Sales/Use Tax (The City will pay use tax directly to the AZ Dept of Revenue)

Proposer is located outside Arizona is authorized to collect Arizona Sales/Use Taxes (The Proposer should invoice the applicable sales tax and remit to the appropriate taxing authorities)  
State Sales Tax Number: \_\_\_\_\_  
City Sales Tax Number: \_\_\_\_\_ City of: \_\_\_\_\_, AZ  
Sales Tax Rate: \_\_\_\_\_

Proposer is located in Arizona (The Proposer should invoice the applicable sales tax and remit to the appropriate taxing authorities)  
State Sales Tax Number: 07692962-Q  
City Sales Tax Number: 00241637 City of: Mesa, AZ  
Sales Tax Rate: 8.3%

Certified Small Business Certifying Agency: \_\_\_\_\_

Certified Minority, Woman or Disadvantaged Business Enterprise Certifying Agency: \_\_\_\_\_

VENDOR INFORMATION

SKIP THIS AFFIDAVIT IF:

X Bidder is a(n) LLC, Corporation or Partnership as indicated on your W-9

COMPLETE AFFIDAVIT IF:

\_\_\_\_\_ Bidder is a(n) Individual or Sole Proprietor as indicated on your W-9

AFFIDAVIT

ARS §1-502 requires that any Person who applies to the City for a Local Public Benefit (defined as a Grant, Contract or Loan) must demonstrate through the presentation of one (1) of the following documents that he/she is lawfully present in the United States (See section i.10 of the Instructions).

Please place a check mark next to the applicable document and present the document to the City employee. If mailing the document, attach a copy of the document to this Affidavit. (If the document says on its face that it may not be copied or you know for reasons of confidentiality that it cannot be copied, you will need to present the document in person to the City for review and signing of the affidavit.)

- 1. Arizona driver license issued after 1996. Print first 4 numbers/letters from license:
2. Arizona non-operating identification License. Print first 4 numbers/letters:
3. Birth certificate or delayed birth certificate issued in any state, territory or possession of the United States. Year of birth: Place of birth:
4. United States Certificate of Birth abroad. Year of birth: Place of birth:
5. United States passport. Print first 4 numbers/letters on Passport:
6. Foreign passport with a United States Visa. Print first 4 numbers/letters on Passport Print first 4 numbers/letters on Visa
7. I-94 form with a photograph. Print first 4 numbers on I-94:
8. United States Citizenship & Immigration Services Employment Authorization Document (EAD). Print first 4 numbers/letters on EAD:
9. Refugee travel document. Date of Issuance: Refugee Country:
10. United States Certificate of Naturalization. Print first 4 digits of CIS Reg. No.:
11. United States Certificate of Citizenship. Date of Issuance: Place of Issuance:
12. Tribal Certificate of Indian Blood. Date of Issuance: Name of Tribe:
13. Tribal or Bureau of Indian Affairs Affidavit of Birth. Year of Birth: Place of Birth:

In accordance with the requirements of Arizona Law, I do swear or affirm under penalty of perjury that I am lawfully present in the United States and that the document I presented to establish this presence is true.

Signature: [Handwritten Signature] Anderson Lock & Safe, LLC Business/Company Name

Alan N Anderson, Single Member Print Name

02/11/15 Date Verification of Attachment by City Staff Member: [Handwritten Signature] Signature Date

OFFER AND ACCEPTANCE

By signing and submitting this Proposal, the Vendor certifies that:

- a) It is under no legal prohibition on contracting with the City of Mesa.
- b) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
- c) It has no known, undisclosed conflicts of interest.
- d) The prices offered were independently developed without consultation or collusion with any of the other respondents or potential respondents or any other anti-competitive practices.
- e) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract.
- f) It grants the City of Mesa permission to copy all parts of this response, including without limitation any documents and/or materials copyrighted by the respondent, for Mesa's internal use in evaluating respondent's offer, or in response to a public records request under Arizona's public records law (A.R.S. §39-121 et. seq.) or other applicable law, subpoena, or other judicial process; provided that Mesa agrees not to change or delete any copyright or proprietary notices.
- g) Under the provisions of A.R.S. §41-4401, respondent hereby warrants to the City that the respondent and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").
- h) Under the provisions of A.R.S. §35-392, respondent certifies that they are not in violation of section 6(j) of the Federal Export Administration Act and barred by the State of Arizona from selling to the City.
- i) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City.
- j) It is current in all obligations due to the City.
- k) It will accept such terms and conditions in a resulting contract if awarded by the City.
- l) The signatory is an officer or duly authorized agent of the respondent with full power and authority to submit binding offers for the goods or services as specified herein.

ACCEPTED AND AGREED TO:

Company Name: Anderson Lock & Safe, LLC

Signature: 

Printed Name: Alan N Anderson

Title: Single Member

Date: 02/11/15

ACCEPTANCE OF OFFER:

The offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract, including all terms and conditions, specifications, addenda, etc. This contract shall henceforth be referred to as Contract Number 2015145.

Term (if different than stated in the Milestones) \_\_\_\_\_ through \_\_\_\_\_

Awarded this 2<sup>nd</sup> day of April, 2015

  
Edward Quedens, CPPO, C.P.M.  
As Business Services Director





# mesa az

## AGREEMENT PURSUANT TO SOLICITATION

CITY OF MESA CONTRACT NO. 2015145

CITY OF MESA, an Arizona municipal corporation ("City")

**Department Name** City of Mesa – Purchasing Department  
**USPS Address** P.O. Box 1466  
Mesa, AZ 85211-1466  
**Delivery Address** 20 E. Main St., Suite 400  
Mesa, AZ 85201  
**Attention** Paul Aguilar, Procurement Officer  
**Telephone** (480) 644-2545  
**Facsimile** (480) 644-2655  
**Email** Paul.Aguilar@MesaAZ.gov

AND

Anderson Lock & Safe, LLC, a(n) Locksmith business entity/individual("Contractor")

**Company Name** Anderson Lock & Safe, LLC  
**USPS Address** 6146 N 35th Ave, Suite 101  
Phoenix, AZ 85017  
**Delivery Address** 6146 N 35th Ave, Suite 101  
Phoenix, AZ 85017  
**Attention** Name & Title Alan N. Anderson, Single Member  
**Telephone** (602) 973 -0343, Ext. \_\_\_\_\_  
**Facsimile** (602) 589 - 0104  
**Email** bids@andersonlockandsafe.com

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
ANDERSON LOCK & SAFE, LLC**

**EXHIBIT B  
Scope of Work**

**PROJECT**

Contractor will provide locksmith services to include certain types of installations, re-keys and specific repair work at City of Glendale Facilities on an as needed basis.

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
ANDERSON LOCK & SAFE, LLC**

**EXHIBIT C**

**METHOD AND AMOUNT OF COMPENSATION**

Method and amount of compensation is in accordance with Section 3 of this agreement.

**NOT TO EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$500,000 for the entire term of the Agreement.

**DETAILED PROJECT COMPENSATION**

Contractor will provide locksmith services to include certain types of installations, re-keys and specific repair work at City of Glendale Facilities on an as needed basis.

**PRICING AND COMPENSATION**

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish Locksmith Services (2015145) to the City of Mesa at the price(s) stated below.

Item No.	Description	Rate / Price
1	Regular Service Call Charge per order.	\$55.00 /ea
2	Journeyman Locksmith straight time rate	\$ 65.00 /hr
3	Emergency Service Call Charge (Callback within 30 min.)	\$ 82.50 /ea
4	Re-key Standard Lock (per cylinder)	\$ 9.50 /ea.
6	Duplicate Building Key	\$1.89 & up /ea.

The City will add any applicable sales tax or use tax. Sales/Use taxes should not be included in the prices. Vendors who will be charging a Mesa Transaction Privilege Tax (TPT) will have a 1.75% rer from the taxable item(s) for the purpose of award evaluation (i.25).

FOB: Destination, Freight Prepaid and Allowed

Freight Costs: Unit prices should include all Shipping and Transportation Costs

No fuel surcharges will be accepted

Payment terms (not less than net 30 days): \_\_\_ 30 days

Prompt Payment Discount of \_\_\_ 0 \_\_\_ % if invoices are paid within \_\_\_ days of receipt.

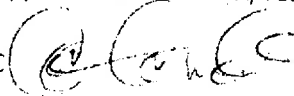
Does Bidder agree to honor the prices, terms and conditions to other agencies as specified in section S.38?

\_\_\_ X/Yes \_\_\_ No (A "no" answer will not disqualify your bid.)

Will you allow payment of invoices using a Procurement Card? X/Yes

Discount for Procurement Card Purchases? \_\_\_ %

Bidder complies with S.9 "Compliance With Applicable Law"? X/Yes

Vendor Name: \_\_\_ Anderson Lock & Safe, LLC  2/11/2015

**ADDENDA**

Bidders are responsible for verifying receipt of any addenda issued by checking the City's website at [www.mesaaz.gov/purchasing](http://www.mesaaz.gov/purchasing) prior to the bid opening (see i.2). Failure to acknowledge any adder issued may result in a response being deemed non-responsive.

**Acknowledgement of Receipt of Addenda (initial for each addenda received, if applicable):**

Anderson Lock Safe, LLC  
Pricing and Compensation

Item #	Description	Rate/ Price
1	Regular Service Call Charge per order	\$55.00 ea.
2	Labor Rate	\$65.00 per hr
3	Emergency Service Call Charge	\$82.50 ea
4	Re-key Standard Lock (per cylinder)	\$9.50 ea
5	Re-key Medeco Lock ( per cylinder)	\$16.50 ea.
6	Duplicate Building Key	\$1.89 & up ea.

Group #	Description	Markup %
Group I	<b>Schalge</b>	
	Complete lockset	10%
	Exit Devices	10%
	Closers	10%
	Lever Lock	10%
	Panic Bar	10%
Group II	<b>Sargent</b>	
	Complete lockset	10%
	Exit Devices	10%
	Closers	10%
	Lever Lock	10%
	Panic Bar	10%

Group #	Description	Markup %
Group III	<b>Miscellaneous</b>	
	Simplex Combination Lock	10%
	Medeco- Complete Lockset	10%
	Corbin Panic Bar	10%
	Von Duprin Panic Bar	10%
	Yale Mortise Lock	10%
	Padlock	10%
	Deadbolt	10%



## Legislation Description

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**File #: 16-484, Version: 1**

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**AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH PRIORITY BUILDING SERVICES LLC, FOR HVAC DUCT AND ASSOCIATED EQUIPMENT CLEANING SERVICES**

Staff Contact: Jack Friedline, Director, Public Works

**Purpose and Recommended Action**

This is a request for City Council to authorize the City Manager to enter into a Linking Agreement with Priority Building Services LLC, for HVAC duct and associated equipment cleaning services in an amount not to exceed \$80,000 for the entire term of the Agreement (initial term plus any renewals) and to authorize the City Manager to renew the Agreement, at the City Manager's discretion, for an additional four, one-year renewals. The initial term of the Agreement is effective until July 31, 2017.

**Background**

The Agreement with Priority Building Services, LLC will be used for the cleaning of HVAC duct, air handlers, fans, including ancillary items and associated equipment at City of Glendale facilities on an as-needed basis.

Priority Building Services, LLC was awarded a bid by the Maricopa County Office of Procurement Services as described in the HVAC Duct and Associated Equipment Cleaning Services Contract. 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. 15050-S was awarded on July 2, 2015, is effective through July 31, 2017, and includes an option to renew the contract for an additional four, one-year renewals, allowing the contract to be extended through July 31, 2021.

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

**Analysis**

Facilities Management staff oversees 3.5 million square feet of city facilities dispersed over 55 square miles throughout the city. This Agreement will allow Facilities Management to continue to provide cleaning and maintenance of the city's HVAC systems on an as-needed basis to city facilities, without interruption of service.

**Community Benefit/Public Involvement**

Cleaning and maintenance of the HVAC systems within city facilities is necessary for the safety and comfort of employees who work at and individuals who visit these public facilities.

Cooperative purchasing typically produces the lowest possible volume prices and allows for the most effective use of available funding. The bids are publicly advertised and all Arizona firms have an opportunity to participate.

**Budget and Financial Impacts**

Funding is available in the Fiscal Year 2016-17 Operating budgets for the various city departments. Expenditures with Priority Building Services LLC are not to exceed \$80,000 for the entire term of the Agreement, contingent upon Council budget approval.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$80,000</b>	<b>Varies</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  
PRIORITY BUILDING SERVICES 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 Priority Building Services LLC, a California limited liability company authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

**RECITALS**

- A. On July 2, 2015, under the S.A.V.E. Cooperative Purchasing Agreement, the Maricopa County Office of Procurement Services entered into a contract with Contractor to purchase the goods and services described in the HVAC Duct and Associated Equipment Cleaning Services, Contract No. 15050-S ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

**AGREEMENT**

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

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement purchases can be made by governmental entities from the date of award, which was July 2, 2015, until the date the contract expires on July 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 be extended beyond July 31, 2021. The initial period of this Agreement, therefore, is the period



from the Effective Date of this Agreement until July 31, 2017. The City Manager or designee, however, may renew the term of this Agreement for 4 one-year periods until the Cooperative Purchasing Agreement expires on July 31, 2021. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

2. Scope of Work; Terms, Conditions, and Specifications.
  - A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit B.
  - B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.
3. Compensation.
  - A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
  - B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed eighty-thousand dollars (\$80,000) for the entire term of the Agreement (initial term plus any renewals).
4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.
5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.
7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.
8. No Boycott of Israel. The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.
9. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale  
c/o Vern Baker  
Glendale, AZ 85301  
623-930-2679

and

Priority Building Services LLC  
c/o Sergio Alvarez  
1225 S. 48th Street, Suite #3  
Tempe, Arizona 85281  
602-768-9103

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

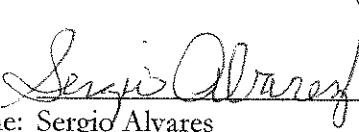
“City”

“Contractor”

City of Glendale, an Arizona  
municipal corporation

Priority Building Services LLC,  
a California limited liability company

By: \_\_\_\_\_  
Kevin R. Phelps  
City Manager

By:  \_\_\_\_\_  
Name: Sergio Alvares  
Title: Division Manager

ATTEST:

\_\_\_\_\_  
Julie K. Bower (SEAL)  
City Clerk

APPROVED AS TO FORM:

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

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
PRIORITY BUILDING SERVICES LLC**

**EXHIBIT A  
MARICOPA COUNTY CONTRACT NO. 15050-2  
HVAC DUCT AND ASSOCIATED EQUIPMENT CLEANING SERVICES**

SERIAL 15050 S HVAC DUCT AND ASSOCIATED EQUIPMENT CLEANING SERVICES

DATE OF LAST REVISION: July 02, 2015

CONTRACT END DATE: July 31, 2017

3

CONTRACT PERIOD THROUGH JULY 31, 2017

TO: All Departments  
FROM: Office of Procurement Services  
SUBJECT: Contract for HVAC DUCT AND ASSOCIATED EQUIPMENT CLEANING 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 July 02, 2015. ✱

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

---

Wes Baysinger, Chief Procurement Officer  
Office of Procurement Services

SA/mm  
Attach

Copy to: Office of Procurement Services  
Don Jeffery, Facilities Management  
Christian Jonson, Facilities Management

(Please remove Serial 09006-S from your contract notebooks)

**HVAC DUCT AND ASSOCIATED EQUIPMENT CLEANING SERVICES****1.0 INTENT:**

- 1.1 The intent of this Solicitation is to establish a listing of qualified Contractors for the cleaning of HVAC duct, air handlers, fans, including all ancillary items and associated equipment (i.e., grills, registers, screens, etc.) located in Maricopa County buildings for the Facilities Management Department, and other County departments on a demand basis.
- 1.2 This contract shall include cleaning of, but not limited to:
  - 1.2.1 All HVAC ducts
  - 1.2.2 Vacuum activated valve boxes
  - 1.2.3 Exhaust fan blowers
  - 1.2.4 Housings
  - 1.2.5 Plenums
  - 1.2.6 Mixing boxes
  - 1.2.7 Humidifiers and dehumidifiers
  - 1.2.8 Fans
  - 1.2.9 Fan housings
  - 1.2.10 Turning vanes
- 1.3 Note: Other County departments may use this contract for duct cleaning service. Facilities Management is not responsible for contract administration for services requested by other County agencies.
- 1.4 Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 3.10 and 3.11 below).
- 1.5 The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

**2.0 SPECIFICATIONS:**

- 2.1 HOURS OF SERVICE:
  - 2.1.1 REGULAR HOURS are between 6:00 AM and 6:00 PM, Monday through Friday, excluding County holidays.
  - 2.1.2 AFTER HOURS is after 6:00 PM and prior to 6:00 AM, Monday through Friday.
  - 2.1.3 WEEKENDS are anytime Saturday or, Sunday.
  - 2.1.4 HOLIDAYS are County Holidays (See County holiday schedule attachment).
  - 2.1.5 Services shall be available 24/7, 365 days per year.
  - 2.1.6 Contractor shall provide 24/7; 365 days per year telephone access, and respond to a call for services within thirty (30) minutes of receipt.

2.2 RESPONSE TIMES:

- 2.2.1 During REGULAR HOURS, AFTER HOURS, WEEKEND or HOLIDAYS, Contractor shall respond on-site within four (4) hours of receipt of a service request.
- 2.2.2 If the request is designated by the County as an EMERGENCY, the contractor shall respond on-site within two hours of receipt of a service request regardless of the time of day, WEEKEND or HOLIDAY.

2.3 TRIP CHARGE:

- 2.3.1 Trip charges are permitted when time and material work is requested at the following sites only:
  - 2.3.1.1 MCSO Lake Aid Stations (Apache, Bartlett, Blue Point, Canyon and Saguaro)
  - 2.3.1.2 County offices located in Gila Bend, AZ
  - 2.3.1.3 County offices located in Buckeye, AZ
  - 2.3.1.4 County offices located in Aguila, AZ
  - 2.3.1.5 Only one trip charge may be charged per service call.
  - 2.3.1.6 If the contractor arrives onsite and is unable to locate a County representative familiar with the work or unable to gain access to the work site, the Contractor may only bill for a trip charge. The Contractor is not authorized to incur nor will the County accepting billing for any labor charges.

2.4 CONTRACTOR REQUIREMENTS:

- 2.4.1 Contractor(s) shall supply all labor, supervision, materials, tools, equipment, and effort necessary to perform the Scope of Work presented.
- 2.4.2 The Contractor's service truck fleet and/or warehouse shall carry sufficient supply of repair parts and equipment to perform services per Scope of Work presented.
- 2.4.3 The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work.
- 2.4.4 All employees of the Contractor shall wear a company uniform identified with the company name consisting of a minimum of one of the following:
  - 2.4.4.1 Shirt/blouse
  - 2.4.4.2 Vest
  - 2.4.4.3 Cap
- 2.4.5 No one except authorized employees of the Contractor is allowed on the premises of Maricopa County. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.
- 2.4.6 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building occupants. Upon completion of work the Contractor shall clean and remove from the job site all debris, materials and equipment associated with the work performed.

2.4.7 Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments pertaining to safety on the job site.

2.5 BUILDING SECURITY (KEYS):

2.5.1 The Contractor may be provided keys to required County Facilities at the discretion of FMD. Keys may be acquired by:

2.5.2 The Contractor being provided permanent key(s), wherein the Contractor verifies receipt of and accepts responsibility for keys. The keys must be returned at the completion of the work or at the direction of FMD. ). Keys not returned may cause the County to re-key the ENTIRE building or locations that the set of keys opened with the cost being borne by the Contractor.

2.5.3 In lieu of or in addition to keys, the Contractor may be provided card access badges at the discretion of FMD.

2.5.4 The Contractor shall notify FMD within twenty-four (24) hours if any keys are lost, misplaced, stolen or otherwise not within the Contractor's control.

2.5.5 Once the Purchase Order is complete, expired, or terminated the Contractor shall immediately return all badges and keys to FMD.

2.6 SALVAGE:

Salvage rights shall be evaluated on a project by project basis by the County and shall be determined prior to incorporation in the contractor's bid price. Salvage rights automatically apply for all work if in the best interest to the County. Salvageable materials without pre-approved contractor salvage rights shall be securely stored and are not to be transported off the site without written permission from Maricopa County. If contractor is given salvage rights, salvageable materials shall be removed daily. No on site storage of contractor's salvaged materials will be permitted.

2.7 CONTRACTOR EMPLOYEE BACKGROUND CHECK:

A background check is required for all Contractor employees providing services to the County. The cost of this service shall be incurred by the County. No Contractor employee may access County property without approval of FMD. Bidders/proposers need to be aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to (but is not limited to) the company, sub-contractors and employees and the failure to pass these checks shall deem the respondent non-responsible.

2.8 PROJECT WORK AND TIME AND MATERIALS:

2.8.1 Project work shall mean work performed on major projects or major duct cleaning. Each of the contractors assigned to this contract shall be provided a request for project quote with a detailed Scope of Work. As such, each contractor MUST submit a response, with award to the lowest quote of the project. Contractors are not to submit their own project quote sheets. Only County letterhead quote sheets are acceptable. All terms and conditions are those established under this agreement. Should this contract results in a sole award, work may be quoted as time and materials. All additional labor charges outside the Scope of Work are those bid prices established on the pricing page of the Contractor.

2.8.1.1 The threshold from time and materials to project work shall be \$5,000.00. Exceptions to this shall be emergencies that arise and must be dealt with immediately without the time for project quotes.

- 2.8.1.2 This figure is not firm fixed. The County reserves the right to adjust this figure to a higher-level if deemed in the best interest of the department (Note: The County department must inform the procurement officer assigned to this contract when the work performed under T&M escalates to \$5,000.00 and may go higher)
- 2.8.1.3 The County's project quote sheet will contain the following information:
  - 2.8.1.3.1 The contract serial number and name;
  - 2.8.1.3.2 Name and address of site;
  - 2.8.1.3.3 FMD site number;
  - 2.8.1.3.4 Detailed scope of work,
  - 2.8.1.3.5 Other information relative to the S.O.W.,
  - 2.8.1.3.6 Project start/finish time line (optional),
  - 2.8.1.3.7 Check box for "will quote" or "will not quote" the project,
  - 2.8.1.3.8 Signature line for both the County and the Contractor
- 2.8.2 After site review of the project, all contractors listed under this contract must submit the project quote sheet back to the requestor, either with acceptance and a firm price; or decline with a written reason as to why the project was declined. Contractors who have declined project work a minimum of three times during a six-month period shall be required to attend a meeting with the Office of Procurement Services and FMD to discuss consideration for default of contract as this is indicative of the Contractor's desire not to do business with the County.
- 2.8.3 The submitted project price quotes shall be all-inclusive. That is, any cost overruns to be absorbed by the Contractor, or cost savings to be additional profit. Exceptions to this are changes requested by the County that incur higher project cost and longer delays. All change orders to a project must be in writing, referencing the contract serial number, and approved by FMD prior to any authorization to proceed. The Contractor who fails to acquire change orders in writing runs the risk of incurring the additional costs without payment. ALL contractors are to have an opportunity to quote on project work.
- 2.8.4 Project pricing shall include everything the contractor anticipates is necessary to complete the job (i.e., rental equipment, materials, chemicals, labor, supervision, transportation, subcontractor costs, mobilization costs, demobilization costs, permits, etc.). These costs to be part of the overall project price and as such not itemized. Tax shall be included in the project cost.
- 2.8.5 Dependent upon the complexity/nature of the project, a predetermined and/or pre-identified mandatory or optional site meeting may be held to ensure all contractors are aware of important issues regarding the project. Mandatory site meetings will require a sign-in sheet. Contractors who do not show-up to a mandatory site meeting and who submit a project quote will be considered "non-responsive".
- 2.8.6 Contractors shall be compensated for additional work requested that is not detailed in the scope via the labor rates bid on the pricing page of the Contractor. Note: all extra work outside the S.O.W. must be in writing.



## 2.9 PROJECT WORK PRICE CEILING LIMITS:

Projects shall not exceed \$300,000.00 each. If an emergency occurs, this price ceiling may be lifted if approved by the Office of Procurement Services Procurement Officer assigned to this contract, otherwise, the project may be separately bid outside of this contract document. This to ensure the County receives adequate competition for such work.

## 2.10 TIME AND MATERIALS WORK:

2.10.1 This contract may also be used for time and materials work (not to exceed \$5,000.00 without pre-approval from FMD and the Procurement Officer assigned to this contract) and priced per hour as bid in the pricing section. Each bidder shall be ranked as First Call, Second Call, Third Call, and so on. The contractor of record having the lowest labor rate shall be called first by the requesting department for time and materials service. If the contractor is unable to respond in the time parameters, the requesting agency shall proceed to the next lowest bidder. The County department must document this via a rank call log. Consistent decline of service requests by a contractor or consistent non-compliance with response time specifications shall cause the County to review the file and a determination made for default of contract.

2.10.2 Intake screens, intake and exhaust air louvers, registers, supply and return grills, exhaust grills, and fan housing scrolls shall be vacuumed and/or washed using a non-caustic solution. Bristle or wire brushing may be used, but care must be taken not to scratch painted services. It shall be the Contractors responsibility to remove all grillwork for cleaning, and subsequent reinstallation of same.

2.10.3 All ducts shall be cleaned in accordance with NADCA ACR 2013 prescribed methods and procedures.

## 2.11 INACCESSIBLE DUCTS:

2.11.1 Ducts too small or difficult to access shall be opened by the Contractor. Contractor shall create a service opening in the system to accommodate cleaning. This shall be done only if there are no other alternatives. If opened, the opening shall then be covered by a panel of an equivalent sheet metal gauge or higher, mechanically fastened with screws and sealed with gaskets, duct sealant, mastic or tape, to ensure no leakage of air. All sheet metal ductwork repairs must follow guidelines established by SMACNA. Flexible duct shall not be opened. Flexible duct shall be disconnected at both ends for proper cleaning.

2.11.2 Supply grilles shall have a temporary filter (to be supplied by the Contractor) placed behind to trap contaminants that might be discharged during cleaning. The temporary filters shall remain in place a minimum of one (1) week after Contractor has completed the project. At that time, Contractor shall remove all temporary filters and discards not to be placed into County trash bins.

2.11.3 Automatic and manual dampers shall be cleaned using same methods as outlined in §2.10.2. Any mechanical defects found shall be reported to the County, in writing. All manual dampers shall be reset in the exact position as was prior to cleaning.

2.11.4 Vacuum activated valve boxes shall be brushed, vacuumed, and/or washed using a non-caustic solution.

## 2.12 FILTER FRAMES:

Contractor shall remove existing filters and clean all frames using brushing, vacuuming, and/or washing, with non-caustic solution. Any damage found to filter frames should be reported to the County. The County shall make a determination whether the Contractor shall reinstall the old filters or replace with new.

- 2.13 EPA approved sanitizer shall be applied after cleaning to all internal surfaces of HVAC ducts.
- 2.14 SDS sheets on all chemicals used must be supplied to the County prior to job start. Additionally, each contractor must submit with their bid package all SDS sheets for chemicals they plan to use in carrying out the specifications herein.
- 2.15 HVAC coil cleaning shall not be the responsibility of Contractor. This service under a separate contract.
- 2.16 All service work performed by Contractor shall be to a professional standard, and susceptible to FMD (Or other County agencies) staff inspection. Documentation, through an audit and feedback system of contract administration shall be used in this contract, by the County departments.
- 2.17 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building tenants. Upon completion of work the Contractor is responsible for cleaning and removing from the job site all debris, materials, and equipment associated with the work performed.
- 2.18 The Contractor shall provide necessary duct cleaning in such a manner that does not damage County property. In the event damage occurs to Maricopa County property, or any adjacent property by reason of any repairs or installations performed under this Contract, the Contractor shall replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, the cost of such work shall be deducted from the monies due the Contractor.
- 2.19 Contractor must have the capability to use photo documentation via a 35mm or digital camera and a fiber-optic boroscope when requested by the County. This will allow verification of duct conditions to be photographed both before and after cleaning. The boroscope shall be used for manual inspections via a hole drilled into the duct should a department require on-site verification of cleaning. Proof of ownership or availability of such equipment must accompany bid package.
- 2.20 In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by the County and be given one day to correct the work. Labor for all re-work will be at no cost to the County.
- 2.21 CONTRACTOR QUALIFICATIONS:
  - 2.21.1 A State of Arizona, Registrar of Contractors, Specialty License #L-05, K-05, and K-45 or an approved Registrar of Contractors equivalent license, shall be a requirement of this contract.
  - 2.21.2 MEMBERSHIP:
    - 2.21.2.1 Contractor must be a certified member of the National Air Duct Cleaners Association (NADCA). Additionally, contractor must have at least one staff employee who is NADCA certified as a NADCA ASCS (Air System Cleaning Specialist).
  - 2.21.3 The Contractor's firm must have a thorough understanding of HVAC duct system cleaning in carrying out the specifications herein. Employees who will be carrying out duct cleaning services must have a minimum of three (3) continuous years' experience.
  - 2.21.4 The Contractors service truck fleet shall carry sufficient supply of tools, cleaning brushes, cleaning agents and vacuum equipment needed to perform routine duct cleaning service. The Contractor shall have a local shop and/or warehouse that stocks supplies to keep their trucks supplied daily. These requirements shall be verified by FMD via a formal inspection prior to bid award.

- 2.21.5 Contractor must meet all Federal EPA and OSHA guidelines (If any) in the proper handling and disposal of special waste or contaminated materials generated by services rendered.

2.22 REQUIRED SUBMITTALS:

Each bidder MUST submit with the bid package the following required submittals. Failure to provide ALL the required submittals shall render the bid non-responsive.

- 2.22.1 Copy of State of Arizona, Registrar of Contractors, Specialty License #L-05, K-05, and K-45 or an approved Registrar of Contractors equivalent license.

- 2.22.2 Copy of membership of the National Air Duct Cleaners Association (NADCA), and a copy of employee certification with NADCA, as ASCS (See §2.21.2).

- 2.22.3 Provide a roster of staff technicians listing name, years of experience, and field of expertise.

- 2.22.4 Contractor must have the staff, equipment, and resources to provide duct-cleaning service to facilities of large commercial square footage. Provide a list of projects of like magnitude and scope of the following types of buildings your firm has serviced.

- 2.22.4.1 Hi-rise office buildings

- 2.22.4.2 Single story office buildings

- 2.22.4.3 Detention facilities

- 2.22.5 Provide number of trucks in the service fleet and how stocked.

- 2.22.6 Provide documentation stating your firms' ownership OR availability of a 35mm or digital camera and a fiber-optic boroscope.

2.23 DETENTION FACILITIES:

- 2.23.1 Contractors should be aware to use caution when servicing a detention facility. It shall be a requirement that the Contractor's service vehicle be secured and locked. Tools taken into a detention facility must be monitored and accounted for at all times.

- 2.23.2 Areas in detention facilities may require the Contractor to make repairs in stages rather than in whole due to the nature of the facility. This should be a consideration when preparing a quote.

3.0 PURCHASING REQUIREMENTS:

3.1 ACCEPTANCE:

Upon delivery and successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

3.2 FACTORY AUTHORIZED SERVICE AVAILABILITY:

The Contractor shall have and maintain a local factory authorized service facility within the Phoenix, Arizona metropolitan area. The facility shall be capable of supplying and installing component parts, troubleshooting, repairing and maintaining the material(s). Minimum service hours shall be from 8:00 A.M. through 5:00 P.M., Arizona Time, Monday through Friday.

### 3.3 USAGE REPORT:

The Contractor shall furnish the County a usage report upon request 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.

### 3.4 BACKGROUND CHECK:

Bidders/proposers need to aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to (but is not limited to) the company, sub-contractors and employees and the failure to pass these checks shall deem the respondent non-responsible.

### 3.5 INVOICES AND PAYMENTS:

#### 3.5.1 Invoices are required to contain the following information:

- 3.5.1.1 Company name, address and contact
- 3.5.1.2 County bill-to name and contact information
- 3.5.1.3 Building Name and Building Number
- 3.5.1.4 County purchase order number
- 3.5.1.5 Maximo (FMD) service call number
- 3.5.1.6 Invoice number and date
- 3.5.1.7 Date of service or delivery
- 3.5.1.8 Description of Purchase (services performed)
- 3.5.1.9 Pricing per unit of purchase
- 3.5.1.10 Extended price
- 3.5.1.11 Arrival and completion time
- 3.5.1.12 Total Amount Due

3.5.2 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).

3.5.3 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

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

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

## 3.6 APPLICABLE TAXES:

- 3.6.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.
- 3.6.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.
- 3.6.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

## 3.7 TAX (SERVICES):

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

## 3.8 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

## 3.9 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.

## 3.10 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.

## 3.11 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.

### 3.12 VOLUNTARY EMPLOYEE DISCOUNTS

- 3.12.1 Contractors may voluntarily offer discounts to County employees for products or services provided under this contract. Whether a Contractor offers or does not offer an employee discount is not a factor in nor considered in the evaluation of responses to this solicitation.
- 3.12.2 Any discount offered is part of a commercial transaction between the contractor and the individual County employee, the County is not a party to the transaction. Any disputes or issue that arises from an individual commercial transaction between the contractor and an individual County employee is a matter between the Contractor and the employee. If a discount is offered, the terms will be announced to County employees.

## 4.0 CONTRACTUAL TERMS & CONDITIONS:

### 4.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a term of two (2) years.

### 4.2 OPTION TO RENEW:

The County may, at its option and with the concurrence of the Contractor, renew the term of this Contract up to a maximum of Four (4) additional years, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Office of Procurement Services of the County's intention to renew the contract term at least thirty (60) calendar days prior to the expiration of the original contract term..

### 4.3 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.

### 4.4 FUEL COST PRICE ADJUSTMENT:

- 4.4.1 This provision provides for limited increased or decreased costs of motor fuels (fuels) used to perform services under this Contract. This provision does not apply to burner fuel (i.e. propane, natural gas, fuel oil, used motor oil). It applies to motor fuel only. Fuel cost adjustments may be either positive or negative. A positive fuel cost adjustment will result in an increase in payments to Contractor while a negative fuel cost adjustment will result in a decrease in payments to Contractor.
- 4.4.2 This provision is intended to minimize risk to both parties to this Contract due to fuel cost fluctuations that may occur during the term of this Contract. This provision is not designed to estimate actual quantities of fuel used in providing services under this Contract, but to provide a reasonable basis for calculating a fuel cost adjustment based on average conditions.
- 4.4.3 Application of this provision will come into effect upon Contractor submittal of a fuel cost adjustment request. A request may be submitted only when the increased cost of fuel, established as a percentage of total contract price (base fuel cost) upon award of this Contract, exceeds ten (10%) percent of the base fuel cost. The Contractor may request a fuel surcharge no more than four (4) times annually, during the month(s) of March, June, September and December. The request must be submitted no later than the tenth (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.

- 4.4.4 Contractor shall include, as part of its price bid, the percentage of total contract price fuel represents (e.g., fuel cost equals 10% of Contractor cost) (see also, Attachment A, Vendor Information). This percentage will represent and establish the base fuel cost for this Contract. The base fuel cost shall be established as the due date for submission of proposals for this Contract. All subsequent fuel cost adjustments shall be based upon the date the County approves a Contractor's request for fuel cost adjustment (e.g. fuel cost adjustment approved by County on January 1, 2006, January 1, 2006 becomes base date for any next Contractor request for adjustment).
- 4.4.5 Fuel Cost Application Requirement. The Contractor must provide documentation including type of motor fuel and fuel invoices with price of the fuel used in providing services under this Contract, from the month bids were due and the month of the cost adjustment request, with any fuel cost adjustment application. The fuel cost adjustment application must be completed with all applicable data, and signed by the Contractor. Any cost adjustment will be calculated by the County by using the bureau of Labor Statistics, Producer Price Index for Gasoline – WPU0571 and #2 Diesel Fuel – WPO57303 (<http://data.bls.gov/cgi-bin/surveymost?wp>).
- 4.4.6 The fuel surcharge shall be based on the current quarterly index of the West Coast (PADD5) Diesel (On-Highway)-All Types or Reformulated Areas Gasoline compared to the previous quarterly index period as reported on the Energy Information Administration (EIA) website: <http://www.eia.doe.gov/>
- 4.4.7 The computation of the fuel surcharge amount shall be determined as follows:
  - 4.4.7.1 The fuel cost component from Attachment A (vendor information) of the Contract with Maricopa County, multiplied by the percent of change indicated by the EIA report from the previous index period.
  - 4.4.7.2 Upon agreement by the County to the surcharge, the County shall issue written approval of the change prior to any adjusted invoicing submitted for payment.
  - 4.4.7.3 The surcharge shall be added as a separate line item to the invoice.

4.5 INDEMNIFICATION:

- 4.5.1 To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.
- 4.5.2 Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

- 4.5.3 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.
- 4.5.4 The scope of this indemnification does not extend to the sole negligence of County.
- 4.5.5 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 the negligent performance of this Agreement, 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.

#### 4.6 INSURANCE.

- 4.6.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 4.6.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 4.6.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 4.6.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 4.6.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 4.6.6 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.
- 4.6.7 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.
- 4.6.8 **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, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket



contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

4.6.9 AUTOMOBILE LIABILITY:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the Premises under this Contract.

4.6.10 WORKERS' COMPENSATION:

4.6.10.1 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.

4.6.10.2 Contractor, its contractors and its subcontractors waive all rights against Contract 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, its contractors and its subcontractors pursuant to this Contract.

4.6.11 CERTIFICATES OF INSURANCE:

4.6.11.1 Prior to Contract AWARD, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, 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.

4.6.11.2 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.

4.6.11.3 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.

4.6.12 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.

4.7 ORDERING AUTHORITY:

4.7.1 Any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by Office of Procurement Services, a Purchase Order issued by the using Department or direction by a Certified Agency Procurement Aid (CAPA) with a Purchase Card for payment.

## 4.8 REQUIREMENTS CONTRACT:

- 4.8.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.
- 4.8.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.
- 4.8.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

## 4.9 SUSPENSION OF WORK:

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

## 4.10 STOP WORK ORDER:

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

- 4.10.1 Cancel the stop-work order; or
- 4.10.2 Terminate the work covered by the order as provided in the Termination for Default or the Termination for Convenience of the County clause of this contract.
- 4.10.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

4.11 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.12 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

4.12.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;

4.12.2 Make progress, so as to endanger performance of this contract; or

4.12.3 Perform any of the other provisions of this contract.

4.12.4 The County's right to terminate this contract under these subparagraphs may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

4.13 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.14 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

4.15 SUBCONTRACTING:

4.15.1 The Contractor may not assign to another Contractor or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

4.15.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.16 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

## 4.17 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete materials to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

## 4.18 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

4.18.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy, and make use of, any and all said materials.

4.18.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.18.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or deduction from current billings submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

## 4.19 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

## 4.20 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

## 4.21 RELATIONSHIPS:

4.21.1 In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

4.21.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

## 4.22 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

## 4.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

- 4.23.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor
- 4.23.1.1 is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
  - 4.23.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 4.23.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
  - 4.23.1.4 Have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.
- 4.23.2 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

## 4.24 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

- 4.24.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.
- 4.24.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 4.24.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the

County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

#### 4.25 CONTRACTOR LICENSE REQUIREMENT:

4.25.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

4.25.2 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.

#### 4.26 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any unethical conduct may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

4.26.1 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,

4.26.2 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.

#### 4.27 PUBLIC RECORDS:

All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information in its offer and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code and the Arizona Public Records Law.

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
PRIORITY BUILDING SERVICES LLC**

**EXHIBIT B**  
Scope of Work

**PROJECT**

Contractor will provide services for the cleaning of HVAC duct, aire handlers, fans, including ancillary items and associated equipment at City of Glendale Facilities on an as-needed basis.

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
PRIORITY BUILDING SERVICES LLC**

**EXHIBIT C**

**METHOD AND AMOUNT OF COMPENSATION**

Method and amount of compensation is in accordance with Section 3 of this agreement.

**NOT TO EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$80,000 for the entire term of the Agreement.

**DETAILED PROJECT COMPENSATION**

Contractor will provide services for the cleaning of HVAC duct, aire handlers, fans, including ancillary items and associated equipment at City of Glendale Facilities on an as-needed basis.



PRIORITY BUILDING SERVICES, 521 MERCURY LANE, BREA, CA 92821

COMPANY NAME: Priority Building Services LLC.

DOING BUSINESS AS (DBA) NAME: \_\_\_\_\_

MAILING ADDRESS: 1225 S. 48th Street Suite #3 Tempe AZ 85281

REMIT TO ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: 480 967-1201 / 602 76891-03

FACSIMILE NUMBER: 480 967-1271

WEB SITE: www.priorityservices.net

REPRESENTATIVE NAME: Sergio Alvarez

REPRESENTATIVE TELEPHONE NUMBER: 602 768-9103

REPRESENTATIVE E-MAIL: sergio@priorityservices.net

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/> 2% 10 DAYS NET 30 DAYS			

**Third Call**

<b>Labor Rates:</b>	<b>Unit Price</b>	<b>Qty</b>	<b>UofM</b>
Regular Business Hours	\$35.00	1	hour
After Business Hours	\$35.00	1	hour
Weekends	\$35.00	1	hour
Holidays	\$45.00	1	hour
<b>Additional Pricing:</b>	<b>Unit Price</b>	<b>Qty</b>	<b>UofM</b>
Parts, Materials, and Components - Cost Plus Percentage	10.00%	1	each
Any Services Outside the Scope of Work	\$40.00	1	hour

PRICING SHEET: NIGP CODE 91004

Terms: 2% 10 DAYS NET 30 DAYS

Vendor Number: 2011001609 0

Certificates of Insurance: Required

Contract Period: To cover the period ending July 31, 2017.



## Legislation Description

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**File #: 16-485, Version: 1**

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**AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE LINKING AGREEMENT WITH D.H. PACE COMPANY, INC., FOR REPAIR, REPLACEMENT, AND PREVENTATIVE MAINTENANCE OF DOORS AND GATES**

Staff Contact: Jack Friedline, Director, Public Works

### **Purpose and Recommended Action**

This is a request for City Council to authorize the City Manager to enter into Amendment No. 1 to the Linking Agreement with D.H. Pace Company, Inc., Contract No. C-11061, for an increase of \$955,000, for a total not to exceed amount of \$1,000,000, for the entire term of the Agreement for repair, replacement, and preventative maintenance of doors and gates, and to authorize the City Manager to renew the Agreement, at the City Manager's discretion, for an additional four, one-year renewals. The initial term of the Agreement is effective through June 9, 2017.

### **Background**

The Public Works Department's Facilities Management Division is responsible for completing preventative maintenance and repair services to doors and gates to over 150 city buildings and over 71 park facilities.

D.H. Pace Company, Inc. was awarded a bid by the State of Arizona, Contract No. ADSPO16-136735, for Repair, Replacement and Preventative Maintenance of Doors and Gates, on June 6, 2016, is effective through June 9, 2017, and includes an option to renew the contract for an additional four, one-year renewals, allowing the contract to be extended through June 9, 2021.

On August 17, 2016, the city entered into a Linking Agreement for repair, replacement, and preventative maintenance of doors and gates with D.H. Pace Company, Inc., Contract No. C-11061, in amount not to exceed \$45,000, utilizing the State of Arizona Contract No ADSPO16-136735, for repair, replacement, and preventative maintenance of doors and gates at the Fleet Management Facility.

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 initial Agreement was repair, replacement, and preventative maintenance of doors and gates at the Fleet

Management Facility at the Field Operations Complex only. This request is to increase the total compensation to include the cost of unanticipated repair, replacement and preventative maintenance of doors and gates at all City of Glendale facilities on an as-needed basis.

**Community Benefit/Public Involvement**

Repair, replacement, and preventative maintenance of doors and gates at city-owned facilities are necessary for the safety of employees who work at and individuals who visit these public places.

Cooperative purchasing typically produces the lowest possible volume prices and allows for the most effective use of available funding. The bids are publicly advertised and all Arizona Firms have an opportunity to participate.

**Budget and Financial Impacts**

Funding is available in the Fiscal Year 2016-17 Operating budgets for the various city departments. The increase in expenditures with D.H. Pace Company, Inc. is \$955,000 for the entire term of the Agreement, contingent upon Council Budget approval.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$955,000</b>	<b>Varies</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  
THE LINKING AGREEMENT  
WITH D.H. PACE COMPANY, INC.  
(State of Arizona Contract No. ADSPO 16-136735, Contract No. C-11061)

This Amendment No. 1 (“Amendment”) to the Repair, Replacement and Preventative Maintenance of Doors and Gates (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and D.H. Pace Company, Inc., a Delaware corporation authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and D.H. Pace Company, Inc. (“Contractor”) previously entered into Linking Agreement, Contract No. C-11061, dated August 17, 2016 (“Agreement”); and
- B. The original State of Arizona Contract, Contract NO. ADSPO16-136735 has an initial one year term beginning June 6, 2016 through June 9, 2017 with the option to extend an additional five (5) years in one-year increments until the Cooperative Purchasing Agreement expires on June 6, 2021; and
- C. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

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

- 1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
- 2. **Term.** The term of the Agreement is unchanged and shall expire on June 9, 2017, unless renewed under the terms of the original linking agreement.
- 3. **Scope of Work.** The Scope of Work is amended to include repair, replacement and preventative maintenance of doors and gates at City of Glendale facilities on an as-needed basis.
- 4. **Compensation.** Section 4.1 of the Agreement is modified and amended as follows:  
4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Subcontractors will not exceed \$1,000,000 over the entire term of the agreement (initial plus any extensions).

5. **Insurance Certificate.** Current certificate will expire on January 1, 2017 and a new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.
6. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
7. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.
8. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona  
municipal corporation

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Kevin R. Phelps, City Manager

ATTEST:

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Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

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Michael D. Bailey, City Attorney

D.H. Pace Company, Inc.,  
a Delaware corporation



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By: Michael Waldron  
Its: Sr. Vice President

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## Legislation Description

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**File #: 16-486, Version: 1**

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**AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH WATER & ENERGY SYSTEMS TECHNOLOGY, INC., FOR WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES**

Staff Contact: Jack Friedline, Director, Public Works

**Purpose and Recommended Action**

This is a request for City Council to authorize the City Manager to enter into a Linking Agreement with Water & Energy Systems Technology, Inc., for water treatment chemicals and supervisory services in an amount not to exceed \$200,000 for the entire term of the Agreement (initial term plus any renewals), and to authorize the City Manager to renew the Agreement, at the City Manager's discretion, for an additional four, one-year renewals. The initial term of the Agreement is effective until July 14, 2017.

**Background**

The Agreement with Water & Energy Systems Technology, Inc. will be utilized to provide water treatment chemicals, monthly services and other services on an as-needed basis to prevent bacteria growth, corrosion and buildup of hard water deposits on chiller, boilers, and all other closed loop systems. Properly treated water prevents premature failure of cooling towers as well as protecting the health of building occupants.

Water & Energy Systems Technology, Inc. was awarded a bid by Pima County as described in the Water Treatment Chemicals and Supervisory Services Agreement. 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. Master Agreement No. 1700000000000000009 was awarded on July 15, 2016 and is effective through July 14, 2017 and includes an option to renew the contract for an additional four, one-year renewals, allowing the contract to be extended through July 14, 2021.

On November 10, 2015, the city entered into a Linking Agreement with Water & Energy Systems Technology, Inc., Contract No. C-10431, in an amount not to exceed \$94,000 for water treatment chemicals and supervisory services utilizing Pima County Agreement No. 1500000000000000002 with the option to renew the agreement for an additional three, one-year renewals. Pima County did not renew this agreement and processed a new solicitation.

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

**Analysis**

Facilities Management staff oversees 3.5 million square feet of city facilities dispersed over 55 square miles throughout the city. The Agreement will allow Facilities Management to provide water treatment chemicals and monthly service to cooling towers at City Hall and the Council Chambers, Main Public Safety Building, Glendale Regional Public Safety Training Complex (GRPSTC), Main Library, Foothills Branch Library, Velma Teague Branch Library, Civic Center, Western Area Water Treatment Plant, Foothills Aquatic Center, and other services at the these facilities and others on an as-needed bases, with a vendor familiar with Glendale facilities and a proven track record of providing these services.

**Previous Related Council Action**

On November 10, 2015, City Council authorized entering into a Linking Agreement with Water & Energy Systems Technology, Inc., Contract No. C-10431, in an amount not to exceed \$94,000.

**Community Benefit/Public Involvement**

Maintaining properly treated water and preventing premature failure of cooling towers and other closed looped systems is necessary for the safety of employees who work and the citizens who visit these public facilities.

Cooperative purchasing typically produces the lowest possible volume prices and allows for the most effective use of available funding. The bids are publicly advertised and all Arizona firms have an opportunity to participate.

**Budget and Financial Impacts**

Funding is available in the Fiscal Year 2016-17 Operating budgets for the various city departments. Expenditures with Water & Energy Systems Technology, Inc. are not to exceed \$200,000 for the entire term of the Agreement, contingent upon Council budget approval.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$200,000</b>	<b>Varies</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  
WATER & ENERGY SYSTEMS TECHNOLOGY, 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 Water & Energy Systems Technology, Inc., an Arizona corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

**RECITALS**

- A. On July 15, 2016, under the S.A.V.E. Cooperative purchasing Agreement, Pima County entered into a contract with Contractor to purchase the goods and services described in the Water Treatment Chemicals and Supervisory Services Contract No. 17000000000000000009 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

**AGREEMENT**

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

- 1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement purchases can be made by governmental entities from the date of award, which was July 15, 2016, until the date the contract expires on July 14, 2017, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond July 14, 2021. The initial period of this Agreement, therefore, is the

period from the Effective Date of this Agreement until July 14, 2017. The City Manager or designee, however, may renew the term of this Agreement for 4 one-year periods until the Cooperative Purchasing Agreement expires on July 14, 2021. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

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

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

3. Compensation.

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

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

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

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

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

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

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

City of Glendale  
c/o Vern Baker, Superintendent  
6210 West Myrtle Avenue, Suite 111  
Glendale, Arizona 85301  
623-930-2679

and

Water & Energy Systems Technology, Inc.  
c/o Larry Woods, Director  
PO Box 20608  
Mesa, AZ 85277-0608  
480-962-4761

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

Water & Energy Systems Technology, Inc.,  
an Arizona corporation

By:

\_\_\_\_\_  
Kevin R. Phelps  
City Manager

By:

  
\_\_\_\_\_  
Name: Larry Woods  
Title: Director

ATTEST:

\_\_\_\_\_  
Julie K. Bower (SEAL)  
City Clerk

APPROVED AS TO FORM:

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

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
WATER & ENERGY SYSTEMS TECHNOLOGY, INC.**

**EXHIBIT A  
WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES**



# MASTER AGREEMENT

## PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES CONTRACT EXECUTION

Master Agreement No: 1700000000000000009

MA Version: 1

Page: 1

Description: Water Treatment Chemicals and Supervisory Services

<b>I S S U E R</b>	Pima County Procurement Department
	130 W. Congress St. 3rd Fl
	Tucson AZ 85701
	Issued By: ANA WILBER
	Phone: 5207248166
	Email: ana.wilber@pima.gov

<b>T E R M S</b>	Initiation Date: 07-15-2016
	Expiration Date: 07-14-2017
	NTE Amount: \$57,000.00
	Used Amount: \$0.00

<b>V E N D O R</b>	WATER & ENERGY SYSTEMS TECHNOL	Contact: SALES DEPT
	PO BOX 20608	Phone: 480-962-4761
	MESA AZ 85277-0608	Email: westinc@excite.com
		Terms: 2.0000 %
		Days: 10

Shipping Method:	Vendor Method
Delivery Type:	STANDARD GROUND
FOB:	FOB Dest, Freight Allowed
<b>Modification Reason</b>	
Award of contract for an initial term of one (1) year in the annual award of \$57,000 with four (4) one-year renewal options. Attachment: Offer Agreement.	

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All Transactions and conduct are required to conform to these documents.



# MASTER AGREEMENT DETAILS

Master Agreement No: 17000000000000000009

MA Version: 1

Page: 2

Line	Description			Service From	Service To	
1	Free Form Line Item					
	Service Contract Amt					
	\$0.00					
2	Downtown Central Plant Annual Cost of Chemicals Used					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$12250			
3	Downtown Central Plant Annual Cost of Services Each Location					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$950			
4	Legal Services Building Annual Cost of Chemicals Used					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1450			
5	Legal Services Building Annual Cost of Services Each Loc					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1000			
6	Public Works Building Annual Cost of Chemicals Used					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$800			
7	Public Works Building Annual Cost of Services Each Loc					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$825			
8	Building 97 Annual Cost of Chemicals Used					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1200			
9	Building 97 Annual Cost of Services Each Location					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$225			
10	Public Service Building Annual Cost of Chemicals Used					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$900			
11	Public Svc Building Annual Cost of Services Each Location					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$200			
12	Joel Valdez Main Library Annual Cost of Chemicals Used					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1500			
13	Joel Valdez Main Library Annual Cost of Services Each Loc					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$810			
14	Bank of America Bldg Annual Cost of Chemicals Used					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1450			
15	Bank of America Bldg Annual Cost of Services Each Location					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1000			
16	Admin West Bldg Air Cooled					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$0			
17	Admin West Bldg Annual Cost of Services Each Location					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$65			
18	Bldg 200 N Stone Air Cooled					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$0			
19	Bldg 200 N Stone Annual Cost of Services Each Location					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$65			
20	Juvenile Crt Central Plant Annual Cost of Chemicals Used					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$4976			
21	Juvenile Crt Central Plant Annual Cost of Services Each Loc					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1200			
22	Sheriff Admin Air Cooled					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$0			



# MASTER AGREEMENT DETAILS

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Line	Description	Discount	UOM	Unit Price	Stock Code	VPN	MPN
23	Sheriff Admin Annual Cost of Services Each Location	0.0000 %	EA	\$65			
24	Adult Probation Annual Cost of Chemicals Used	0.0000 %	EA	\$500			
25	Adult Probation Annual Cost of Services Each Location	0.0000 %	EA	\$220			
26	Kino Service Center Air Cooled	0.0000 %	EA	\$0			
27	Kino Service Center Annual Cost of Services Each Location	0.0000 %	EA	\$65			
28	Herbert K Adams Annual Cost of Chemicals Used	0.0000 %	EA	\$1250			
29	Herbert K Adams Annual Cost of Services Each Location	0.0000 %	EA	\$925			
30	Forensic Science Air Cooled	0.0000 %	EA	\$0			
31	Forensic Science Center Annual Cost of Services Each Loc	0.0000 %	EA	\$65			
32	Green Valley Library Air Cooled	0.0000 %	EA	\$0			
33	Green Valley Library Annual Cost of Services Each Location	0.0000 %	EA	\$65			
34	Parks and Recreation Annual Cost of Chemicals Used	0.0000 %	EA	\$1500			
35	Parks and Recreation Annual Cost of Services Each Location	0.0000 %	EA	\$250			
36	PECOC Annual Cost of Chemicals Used	0.0000 %	EA	\$310			
37	PECOC Annual Cost of Services Each Location	0.0000 %	EA	\$200			
38	ROMP Annual Cost of Chemicals Used	0.0000 %	EA	\$1200			
39	ROMP Annual Cost of Services Each Location	0.0000 %	EA	\$450			
40	El Banco Building Air Cooled	0.0000 %	EA	\$0			
41	El Banco Building Annual Cost of Services Each Location	0.0000 %	EA	\$65			
42	Catalina Library Air Cooled	0.0000 %	EA	\$0			
43	Catalina Library Annual Cost of Services Each Location	0.0000 %	EA	\$65			
44	East Unit Silverlake Annual Cost of Chemicals Used	0.0000 %	EA	\$450			



# MASTER AGREEMENT DETAILS

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Line	Description	UOM	Unit Price	Stock Code	VPN	MPN
45	East Unit Silverlake Annual Cost of Services Each Location					
	Discount 0.0000 %	EA	\$110		VPN	MPN
46	Main Jail Facility Air Cooled					
	Discount 0.0000 %	EA	\$0		VPN	MPN
47	Main Jail Facility Annual Cost of Services Each Location					
	Discount 0.0000 %	EA	\$65		VPN	MPN
48	Main Jail Annex Air Cooled					
	Discount 0.0000 %	EA	\$0		VPN	MPN
50	Main Jail Annex Annual Cost of Services Each Location					
	Discount 0.0000 %	EA	\$250		VPN	MPN
51	Regular Hourly Rate All Work Done 7:30AM-5:30PM M-F					
	Discount 0.0000 %	HOUR	\$40		VPN	MPN
52	Overtime Wknd Holiday All Work before/after 7:30AM-5:30PM M-F					
	Discount 0.0000 %	HOUR	\$60		VPN	MPN
53	Corrosion Scale Inhibitor C392 30 Gal Drum					
	Discount 0.0000 %	DM	\$364.5		VPN	MPN
54	Non Oxidizing Biocide BC355 55 Gal Drum					
	Discount 0.0000 %	DM	\$1856.25		VPN	MPN
55	Bleach C126 30 Gal Drum					
	Discount 0.0000 %	DM	\$105		VPN	MPN
56	Sulfite B503 30 Gal Drum					
	Discount 0.0000 %	DM	\$243		VPN	MPN
57	Phosphate B206 30 Gal Drum					
	Discount 0.0000 %	DM	\$324		VPN	MPN
58	Caustic 20% 5 Gal Bucket					
	Discount 0.0000 %	BKT	\$12.5		VPN	MPN
59	Amine B400 5 Gal Bucket					
	Discount 0.0000 %	BKT	\$64.5		VPN	MPN
60	Closed Loop Inhibitor Hot and Cold C456 30 Gal Drum					
	Discount 0.0000 %	DM	\$364.5		VPN	MPN
61	Chlorine Tablets 5 Gal Drum					
	Discount 0.0000 %	DM	\$128.75		VPN	MPN
62	Tolytriazole Reagent					
	Discount 0.0000 %	EA	\$38		VPN	MPN
63	Phosver III Reagent					
	Discount 0.0000 %	EA	\$24		VPN	MPN
64	Silica Kit Reagent 1 2 3					
	Discount 0.0000 %	EA	\$70		VPN	MPN
65	EDTA Titrant 1 Gal Bottle					
	Discount 0.0000 %	BTL	\$35		VPN	MPN
66	Conductivity Standard Quart					
	Discount 0.0000 %	EA	\$25		VPN	MPN
67	N/50 Sulfuric Acid 1 Gal Bottle					
	Discount 0.0000 %	BTL	\$25		VPN	MPN





# MASTER AGREEMENT DETAILS

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Line	Description					
69	Potassium Iodate 1 Gal Bottle					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BTL	\$35			
70	Sodium Hydroxide Quart					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$26			
71	Starch Indicator Quart					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$26			
72	TDS Neutralizing Solution Pint					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$26			
73	PH7 Buffer Pint					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$10			
74	PH4 Buffer Pint					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$10			
75	Magnesium Anodes					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$35			
76	Water Testing Kits Palin Test					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	KIT	\$49			
77	PH Conductivity Meter Tph1					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$830			

**OFFER AGREEMENT: WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES (1 of 8 pages)**

**1. INTENT:**

This document is intended to establish an "As Required" indefinite delivery/indefinite quantity (IDIQ) "Master" agreement contract to provide Pima County ("County") with such quantities of water treatment chemicals and supervisory services as County may order from time to time by issue of Delivery Order (DO) or Delivery Order Maximo (DOM) pursuant to a resulting contract. As defined by the attached Pima County Standard terms and Conditions (STC) this contract is non-exclusive and may be terminated for any reason without penalty or cost to County. It is the intent of the County to award to one vendor for all items listed. The following primary values and objectives will be mutual obligations assumed by both parties regarding the interpretation and performance under the agreement: COUNTY will award an agreement for the purchase of goods as specified herein, and Contractor will receive compensation when goods are delivered as per the terms of the purchase order issued against the agreement.

Although particular County Departments may be identified in the solicitation, unless otherwise documented by the executed agreement document, all County Departments may utilize the resulting agreement.

All Goods and Services offered or provided pursuant to the contract will conform to the requirements defined by or referred to by the solicitation documents including *Solicitation Addenda, Instructions to Bidders, Standard Terms and Conditions* and this *Offer Agreement*, all of which are incorporated herein.

This document, including all attachments and documents incorporated by reference, constitutes the entire contract between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

**2. CONTRACT TERM EXTENSIONS-RENEWALS & REVISIONS:**

The initial term of the agreement will be for a one-year period and include four (4) one-year renewals that may be exercised upon the written agreement of the parties, as set forth below.

Proposed extension or renewals of the contract if included in the contract and revisions to the contract shall be made through the issuance by County to Contractor of a revised Master Agreement (MA) document setting forth the requested changes. Failure by Contractor to object in writing to the proposed revisions, terms, conditions and/or specifications within ten (10) calendar days of issuance by County will signify acceptance of all such changes by Contractor and the amendment will be binding upon the parties, effective on the date of issuance.

**3. CONTRACTOR MINIMUM QUALIFICATIONS:**

The Contractor certifies that it is competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this contract. Contractor certifies that it possesses all licenses required by applicable Agencies to satisfy the requirements of this contract. Contractor has been in the business of providing these materials and services for a minimum of three consecutive years including the current year.

**CHECKLIST FOR MINIMUM QUALIFICATIONS - MARK RESPONSE** (Failure to mark answer may result in the offer being deemed non-responsive).

This contractor certifies they are competent, willing and responsible for providing the products in accordance with all requirements of the solicitation and this Offer Agreement. *Law*  Yes  No

Contractor has been in the business of providing these materials and services for a minimum of three consecutive years including the current year to customers with thermal storage chilled water systems similar in complexity and size to Pima County system. *Law*  Yes  No

Contractor currently possesses all required licenses and certifications to meet the requirements of this solicitation. Contractor shall continuously maintain said licenses and certifications for the term of the contract. *Law*  Yes  No

**4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:**

Any brand names, models or numbers used in the specifications are for the purpose of describing and/or establishing the level of quality, equivalent performance and dimensional specifications required. Any such reference is not intended to limit or restrict any offer. Any offer, which proposes like quality, design or performance, will be considered. Pima County will have final determination on equivalency. If alternate product name is not listed it will designate that vendor is bidding per specifications, no alternate.

**SEE EXHIBIT A: WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES – SCOPE OF WORK**

### Article 3 Contractor Minimum Qualifications

- A) Water and Energy Systems Technology, Inc is an Arizona corporation registered with the Secretary of State in September 1983. The business services are those of supplying chemicals and technical services in the treatment of industrial waters in such a manner as to prevent scale and corrosion in all cooling and heating units and equipment.
- B) Water and Energy Systems Technology is licensed to do business on the City of Tucson Certificate 3006966.
- C) Quality achievement of these principles was identified by the Malcom Baldrige National Quality Award August 21, 1992.
- D) Certificate of registration of ISO 9001:2000 will be included in this proposal: "Provider of water treatment including corrosion scale inhibition and water conservation".
- E) Successful use of Tucson "Reclaim Water" in cooling towers at the University of Arizona for over two years with no down time due to "Reclaim Water" use.
- F) Recognition by AT&T significant water savings by recycling cooling tower blowdown Sustainability Award.
- G) Recognition by the National Trade Organization Association of Water Technologies as a "Leader in the water treatment industries"

### Checklist for Minimum Qualifications

Water and Energy Systems Technology certifies they are competent, willing and reasonable for providing the products in accordance with all requirements of the solicitation and this Offer Agreement.

Yes  No

Water and Energy Systems Technology has been in the business of providing these materials and services for a minimum of three consecutive years including the current year to customers with thermal storage chilled water systems similar in complexity and size to Pima County system.

Yes  No

Water and Energy Systems Technology currently possesses all required licenses and certifications to meet the requirements of this solicitation. Water and Energy Systems Technology shall continuously maintain said licenses and certifications for the term of the contract.

Yes  No

**OFFER AGREEMENT: WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES (2 of 8 pages)**

In the event items are required that are not listed, they may be ordered at a mutually agreed upon price. The mutually agreed upon unit price shall include all incidental and associated costs required to comply with and satisfy all requirements referred to or included in this solicitation which includes the Instructions to Bidders, Standard Terms and Conditions and Offer Agreement.

Contractor should include what "green" programs they have implemented per *BOS Resolution 2007-84*. The following are examples from Specifications for *BOS Resolution 2007-84* and Vendor should include with submission of paperwork a statement outlining what 'green' programs, if any, have been implemented that may include, but not be limited to: recycling of paper, glass and cans; efforts to conserve energy in offices and work areas; utilization of alternative fuels for vehicles and production equipment.

Other areas of conservation should include:

- Contractor should dispose of chemicals appropriately so as not to disrupt the ecology of the soil, water, or air in the area.
- Contractor shall recycle as many items as possible including office paper, corrugated paperboard (aka cardboard) boxes and sheet, chip board boxes and sheet, plastics, aluminum and steel cans/containers, etc.
- Contractor should use as many environmentally preferable items as possible, ie. Items that do not impact the environment such as 30-100% post-consumer recycled content, processed chlorine free (PCF) paper; Energy Star equipment and appliances; remanufactured, low air emission paint; low volatile organic compound (VOC) water based adhesives and paint; zero formaldehyde emitting composite wood products; odorless and non-toxic water based markers, etc. the company's daily operations.
- Contractor should provide to the consumer as many environmentally preferable products as possible.
- Contractor should modify business practices to decrease air, water and ground pollution.
- Contractor should modify business practices to conserve energy and water use,
- Contractor/Contractor should purchase eco-friendly supplies whenever possible including office supplies.

**Requirements for Contractor's and Sub Contractors to do business on Wastewater Reclamation Facilities:**

- All Contractor and subcontractor's personnel must attend a plant safety briefing prior to work activities on RWRD Plant sites. Contractor will contact the County employee designated as the RWRD Treatment Point of Contact to schedule safety briefing.
- Contractor's personnel are required to sign in with the Plant Site Administration Office immediately upon arrival at any RWRD facility and report to the County employee designated as the Point of Contact.
- RWRD site entry is restricted to authorized persons with proper identification such as driver's license, commercial driver's license or passport.
- Contractor must wear an ID pass at all times while on plant site, and return ID pass upon leaving the facility to Plant Site Administration Office.
- Upon leaving the facility at the end of each day, the Contractor must check out with the County designated Point of Contact and leave a copy of work ticket(s).
- Contractor will be required to provide their own Personal Protective Equipment (PPE) and wear the required plant site PPE. PPE may include but be not limited to hard hats, fall protection equipment and gear, steel toe boots, safety vest, eye protection and hearing protection.
- Contractor's vehicles must be clearly marked on the outside or windshield of the vehicle. The use of decals/magnets identifying the vendor name or a sign displayed in the front window is acceptable. Decals smaller than 8.5 inches by 11 inches will not be accepted.
- Contractor's personnel shall be designated by an easily identifiable company shirt or badge worn at all times while on-site.
- Upon daily completion of the work performed by the contractor, the contractor shall remove all construction debris from the site and leave the area as found. All debris shall be disposed of by the Contractor at the Contractor's expense. All materials, tools, equipment, etc. shall be removed or safely stored.
- The County is not responsible for theft or damage to Contractor's property.
- All possible safety hazards to workers or the public shall be corrected immediately. Work site shall be left in a safe condition at the end of each workday.
- Contractor must provide all their own personnel, materials, tools and equipment to perform the necessary inspections/repairs at no additional cost to Pima County.
- Contractor must have OSHA compliant lock-out/tag-out and confined space programs and adhere to procedures at all times.
- Contractor shall be responsible for the safety of their employees at all times.

**OFFER AGREEMENT: WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES (3 of 8 pages)**

- All chemicals used on RWRD Treatment Facilities require the Contractor to submit the SDS to the RWRD Treatment Point of Contact for approval prior to application.

The contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. This will include any leakage or deposits left by contractor's vehicles.

Vendor shall be responsible for the safety of their employees at all times.

All unit pricing shall include all incidentals and associated costs required to comply with and satisfy all requirements referred to or included in this solicitation. Transportation costs shall be included in the unit price. Unit price shall include travel time or miles within a one hundred and fifty (150) mile radius of downtown Tucson (130 W. Congress). Travel time, fuel surcharges, trip charges and other fees will NOT be paid as a separate line item regardless of where the vendor's business location or employees' starting location is at the time work is required.

**5. OFFER ACCEPTANCE AND ORDER RELEASES:**

County will accept offers and execute contracts by issue of a Master Agreement (MA) (Recurring requirements to be effective on the document's date of issue without further action by either party. Master Agreement (MA) and Contract documents will document the term of the agreement.

County will order products or services pursuant to an executed Master Agreement by issue of Delivery Order (DO) or Delivery Order Maximo (DOM) documents. Order documents will be furnished to Contractor via facsimile, e-mail or telephone. If the order is given verbally, the County Department that issued the order will transmit a confirming order document to Contractor within five workdays of the date the verbal order is given.

Contractor must not supply materials or services pursuant to the contract that are not documented or authorized by a Delivery Order (DO) or Delivery Order Maximo (DOM) at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a COUNTY Delivery Order (DO) or Delivery Order Maximo (DOM).

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract revision properly executed and issued by County. Any items provided in excess of that stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to the COUNTY Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

**6. ACCEPTANCE OF GOODS AND SERVICES:**

The County Department designated on the issued Order will accept goods and services only in accordance with this contract. Such acceptance is required prior to commencement of Payment terms.

**7. COMPENSATION & PAYMENT:**

All pricing will conform to Pima County's Living Wage ordinance if applicable, including required annual adjustments of the wage.

Contractor will submit Request(s) for Payment or Invoices to the location and entity defined by County's Order document.

All Invoice documents will reference the County's Purchase Order (PO) Delivery Order (DO) or Delivery Order Maximo (DOM) or Contract number under which the services or products were ordered. **ALL** Invoice line items will utilize the item description, precise unit price and unit of measure defined by the County's Order or Contract document. Invoices that include line items or unit prices that do not match those documented by the County's order or contract may be returned to Contractor unprocessed for correction. **Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.**

Standard payment terms are ~~net thirty (30)~~ days from the date of valid invoice document and do not commence until the later of receipt of goods into payment system by the receiving Department and Contractor's Invoice is received and verified by County Financial Operations.

**OFFER AGREEMENT: WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES (4 of 8 pages)**

**OPTIONAL EARLY PAYMENT DISCOUNT TERM:** Pima County Administrative Procedure No. 22-35 section 2.2.4 defines County's practice regarding discounts for early payment. Contractor offers the following discounts to those prices to be used for all orders issued pursuant to this contract. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten (10) calendar days.

Contractor shall submit valid invoice document consistent with the associated Purchase Order (PO), Delivery Order (DO) or Delivery Order Maximo (DOM) to County Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this contract, Contractor may offer early payment discounts that exceed this Standard Early Payment Discount.

Standard Early Payment Discount Percent: 2 % if payment tendered within 10 Days as above.

The Master Agreement (MA) or Purchase Order (PO) issued to accept Contractor's offer will define the not to exceed amount of the contract.

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract for which unit pricing has not been previously defined.

Unless the parties otherwise agree in writing, all pricing will be *F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination")*, delivered to and unloaded at the destination(s) defined by the delivery article of this contract or accepted Order for services or products and all freight costs must be included in the offered Unit Price.

Although State and City sales tax may not be fully or accurately defined on an order, they will be paid when they are DIRECTLY applicable to Pima County and invoiced as a separate line item. Such taxes should not be included in the item unit price.

Price Warranty. Contractor will give Pima County the benefit of any price reduction before actual time of shipment.

Price Escalation. All unit prices include compensation for Contractor to implement and actively conduct cost and price control activities. Pricing will remain firm during the initial year of the contract term after which the parties may consider price increases no more frequently than once per year. Contractor will submit a written request to COUNTY that includes supporting documents justifying requested increases at least ninety (90) days prior to the desired implementation date. Contractor will provide evidence, cite sources, demonstrate specific conditions and document how those conditions affect the cost of its performance, and identify specific efforts Contractor has taken to control and reduce those and other costs to avoid the need to increase prices. COUNTY will review proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of COUNTY to accept the proposal. County reserves the right to continue, accept or reject the price proposal, or terminate and re-solicit the contract.

Quantities referred to are estimated quantities. COUNTY reserves the right to increase or decrease the quantities and amounts. ~~No guarantee is made regarding actual orders issued for items or quantities during the term of the agreement.~~ COUNTY is not responsible for Contractor inventory or order commitment.

Unit prices offered must include all incidentals and associated costs required to comply with and satisfy all requirements referred to or included in this solicitation, which includes the *Instructions to Bidders, Standard Terms and Conditions* and Offer Agreement. No payments will be made for items not included in the contract.

Contractor will provide detailed documentation in support of payment requests which will document, be consistent with and not exceed COUNTY's order. Contractor will bill COUNTY within one (1) month after the date on which Contractor's right to payment accrues ("Payment Accrual Date"), which, unless this contract specifically provides otherwise, is the date goods are delivered, services are performed, or costs are incurred. Invoices must assign each amount billed to an appropriate line item of COUNTY's order and document each Payment Accrual Date. COUNTY may refuse to pay any amount billed in an untimely manner or which is not conforming to COUNTY's order. County will refuse to pay any amount billed more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

**UNIT PRICES (Net 30 day Payment Terms)**

**OFFER AGREEMENT: WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES (5 of 8 pages)**

For those items not specifically listed and priced above that may be provided within the defined scope of this contract, Contractor will submit Master Price List (MPL) documents, diskette or compact disc and file names or identify web site address, identifying all other items offered pursuant to this contract to include Description and Discounted Unit Price, or Unit Price and Discount % (Unit Price x Discount % = Discounted Unit Price). The resulting Unit Prices shall be of similar discount off List Prices as given for those items specifically defined above. Item Unit Prices above will govern in case of conflict with the Master Price List.

List MPL Document by Title, MPL Media & Filenames or MPL Internet Address and Title(s)	Qty of Pages	Dated	Percentage Discount (Unit Price x Discount % = Discounted Unit Price)

**8. DELIVERY:**

As defined by the Standard Terms "On-Time" delivery is an essential part of the consideration to be given to the COUNTY under the agreement. Delivery will be made in accordance with the Instructions to Bidders, Standard Terms and Conditions and to the location(s) referenced on the Purchase Order or Contract.

This is a County wide contract and various departments may use any resulting contract.

**Main Contact:**

**Pima County Facilities Management Attention: Ralph Kestler 150 W. Congress Tucson AZ, 85701**

Supplier guarantees delivery of product or service in **less than two (2) calendar days after issue date of order**. If required to satisfy the guaranteed delivery interval Supplier will utilize premium freight method at no additional cost to the County.

**9. TAXES, FEES, EXPENSES:**

Articles sold to COUNTY are exempt from federal excise taxes. COUNTY is subject to State and City sales tax. COUNTY will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation unless expressly included in the contract and itemized by the solicitation documents.

**10. OTHER DOCUMENTS**

Contractor and COUNTY in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. 216668 including the invitation For Bids, Instructions to Bidders, Standard Terms and Conditions, Solicitation Addenda, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and on other information and documents submitted by Contractor's response to County's Solicitation. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.

**11. INSURANCE:**

The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. Pima County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract. The Contractor is free to purchase additional insurance.

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. Pima County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**Minimum Scope and Limits of Insurance:**

Contractor shall procure and maintain, until all of their obligations have been discharged, coverage with limits of liability not less than those stated below.

**OFFER AGREEMENT: WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES (6 of 8 pages)**

**Commercial General Liability (CGL)** – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include bodily injury, property damage, and broad form contractual liability coverage, and products – completed operations.

**Business Automobile Liability** – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000.

**Workers' Compensation and Employers' Liability** - Statutory requirements and benefits. Coverage is compulsory for employers of one or more employees. Employer's Liability - \$500,000.

**Note:** The Workers' Compensation requirement shall not apply to a Contractor that is exempt under A.R.S. § 23-901, and when such Contractor executes the appropriate Pima County Sole Proprietor (Independent Contractor) Waiver form.

**Professional Liability (Errors and Omissions) Insurance** – This insurance is required when soliciting work from licensed professionals. The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance policy shall cover professional misconduct or negligent acts of anyone performing any services under this contract.

In the event that the Professional Liability Insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of two (2) years beginning at the time work under this Contract is completed.

**Examples of Profession Services requiring E&O insurance:** Accounting, Architecture, Asbestos Design, Inspection or Abatement Contractors, Licensed Health Care Practitioners, Legal Services, Engineering Services, or Surveying Services.

**Additional Insurance Requirements:**

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

**Additional Insured Endorsement:** The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

**Subrogation Endorsement:** The General Liability, Business Automobile Liability and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**Primary Insurance Endorsement:** The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary for this written agreement and that any insurance carried by Pima County, its agents, officials, employees or Pima County shall be excess and not contributory insurance.

**Insurance provided by the Contractor** shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

**Verification of Coverage:**

Contractor shall furnish Pima County with certificates of insurance (valid ACORD form or equivalent approved by Pima County) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by Pima County before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include the Pima County project or contract number and project description on the certificate. Pima County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

**Notice of Cancellation:**



For each insurance policy required by the insurance provisions of this contract, Contractor's insurance shall not be permitted to expire, be suspended or canceled without thirty (30) days prior written notice to Pima County. Such notice shall be mailed, emailed, hand-delivered or sent by facsimile transmission to the Pima County Contracting Representative. Notice shall include the Pima County project or contract number and project description.

**OFFER AGREEMENT: WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES (7 of 8 pages)**

**Approval and Modifications:**

Pima County Risk Management reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

**12. PERFORMANCE BOND:**

NO PERFORMANCE BOND REQUIRED.

**13. ACKNOWLEDGEMENT of SOLICITATION ADDENDA:**

Contractor acknowledges that the following solicitation addenda have been incorporated in its offer and this contract:

Addendum #	Date	Addendum #	Date	Addendum #	Date
NONE					

**14. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:**

Is your firm SBE certified as defined by the solicitations 'Instruction To Bidders'? Yes  No  (Select one)

If 'Yes', have you included your certification document? Yes  No  (Select one) NOTE: If the SBE Certification document is not submitted with your bid the SBE Preference cannot be applied.

**(REMAINDER OF THIS PAGE LEFT BLANK)**

OFFER AGREEMENT: WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES (8 of 8 pages)**15. BID/OFFER CERTIFICATION:**CONTRACTOR LEGAL NAME: Water & Energy Systems Technology, Inc.BUSINESS ALSO KNOWN AS: WEST Inc.MAILING ADDRESS: P.O. Box 20608CITY/STATE/ZIP: Mesa, Arizona 85277-0608REMIT TO ADDRESS: Same

CITY/STATE/ZIP: \_\_\_\_\_

CONTACT PERSON NAME/TITLE: Lawrence E. Woods/DirectorPHONE: 480-962-4761 FAX: 480-830-5471CONTACT PERSON EMAIL ADDRESS: westinc@excite.com

EMAIL ADDRESS TO WHICH ORDERS &amp; CONTRACTS SHALL BE TRANSMITTED:

westinc@excite.com**CORPORATE HEADQUARTERS LOCATION:**4956 E. Ingram Street Mesa, Arizona 85205

By signing and submitting these Offer Agreement documents, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the Pima County Procurement website for solicitation addenda and has incorporated all such addenda to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the solicitation. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and may not be evaluated. Contractor's submission of a signed offer agreement shall constitute a firm offer and upon the issuance of a Master Agreement (MA) or Purchase Order (PO) document signed by the Pima County Procurement Director or authorized designate a binding contract is formed that will require Contractor to provide the services and materials described in this solicitation. The undersigned hereby offers to furnish the material or service in compliance with all terms, conditions, specifications, defined or referenced by the solicitation, which includes Pima County Standard Terms & Conditions, this Offer Agreement and other documents listed in this Offer Agreement's Other Documents article.

SIGNATURE:  DATE: June 14, 2016George A. Woods Senior Vice President  
PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFERPHONE AND E-MAIL: 480-962-4761 westinc@excite.comEND OF OFFER AGREEMENT: WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES (8 pages)



**PIMA COUNTY NOTICE OF INVITATION FOR BIDS (IFB)**

**Solicitation Number: 216668 Title: WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES**

**DUE IN AND OPENS: JUNE 16, 2016 AT OR BEFORE 1:30 P.M. LOCAL ARIZONA TIME (MST)**

<b><u>Submit Bid to:</u></b>	<b><u>Pre-Bid Conference: JUNE 2, 2016 AT 3:00 P.M. LOCAL ARIZONA TIME (MST)</u></b>
Pima County Procurement Department 130 West Congress, 3rd Floor, Receptionist Tucson, Arizona 85701	Pima County Procurement Department 130 West Congress, 3rd Floor Tucson, Arizona 85701

**SOLICITATION:** Pima County is soliciting bids from Respondents qualified, responsible and willing to provide the following Goods and/or Services in compliance with all solicitation specifications and requirements contained or referenced herein.

**GENERAL DESCRIPTION:** To provide various Pima County Departments with water treatment chemicals and supervisory services in the estimated annual amount of \$80,000.00, per specifications defined herein. SBE preferences will apply.

You may download a full copy of this solicitation at [www.pima.gov/procure/ifbrfp.htm](http://www.pima.gov/procure/ifbrfp.htm) by selecting the solicitation number. Respondents are required to check this website for addenda prior to the Due In and Opens date to assure that the bid incorporates all addenda. Prospective Respondents may also pick up a copy, Monday through Friday excluding legal holidays, 8 am to 5 pm LOCAL ARIZONA TIME (MST), at the address listed above.

A Pre-Bid Conference will be held for the purpose of clarifying requirements and answering prospective respondent questions. It is the responsibility of Prospective Respondents to familiarize themselves with all requirements of the solicitation and to identify any issues at the conference. Attendance is optional and encouraged.

Bids shall be submitted as defined in the Instructions to Bidders, in accordance with the Standard Terms and Conditions, and all solicitation documents either referenced or included herein. Failure to do so may be cause for rejection as *non-responsive*.

Bidders must complete and return those documents identified in the Instruction to Bidders Submission of Bids instruction.

Bids may not be withdrawn for ninety (90) days after opening except as allowed by Pima County Procurement Code.

Bonds are not required.

**RESPONDENTS ARE REQUIRED TO READ THE ENTIRE SOLICITATION, INCLUDING ALL REFERENCED DOCUMENTS, ASSURE THAT THEY CAN AND ARE WILLING TO COMPLY, AND TO INCORPORATE ALL ASSOCIATED COSTS IN THEIR BID.**

Questions and Deviation requests shall be submitted in writing to Procurement Department, Attention: Hazel D. Houston. All submittals shall reference the Solicitation Number and Title; Questions or Deviation Requests submitted within 8 days of the solicitation *Due in and Opens Date* may not be answered.

**Fax:** (520) 791-6507    **email:** [hazel.houston@pima.gov](mailto:hazel.houston@pima.gov)

**USPO Mail to the following address:**  
Pima County Procurement Department, 130 W. Congress, 3rd Floor, Mailstop # DT-AB3-126; Tucson, AZ 85701

**VERBAL REQUESTS FOR CLARIFICATIONS OR INTERPRETATIONS WILL NOT BE ACCEPTED.**

Hazel D. Houston  
Commodity/Contracts Officer

**Publish:** The Territorial: May 27, 31, June 1 & 2, 2016

**INSTRUCTIONS TO BIDDERS**

FAILURE TO COMPLY MAY CAUSE THE BID TO BE IMPROPERLY EVALUATED OR DEEMED NON-RESPONSIVE

**1. PREPARATION OF RESPONSES**

All bids shall be made using the forms provided in this package. All prices and notations must be printed in ink or typewritten. **No erasures are permitted.** Errors may be crossed out and corrections printed in ink or typewritten adjacent to error and shall be initialed in ink by person signing the bid. Typewritten responses are **preferred**.

All bids shall as appropriate indicate the registered trade name, stock number, and packaging of the items included in the bid. Surety, if required by this solicitation, may be in the form of a bond, cashier's check or certificate of deposit made payable to *Pima County*. Personal or company checks are not acceptable.

**2. OFFER AGREEMENT (Contract) Form Water Treatment Chemicals And Supervisory Services /8 Pages**

The attached or referenced Offer Agreement when completed, signed and submitted by the Offeror is a binding offer that results in a legal contract when accepted and executed by Pima County as defined by this solicitation. The Offer Agreement document must be completed and signed by an authorized representative certifying that the firm can and is willing to meet all requirements of the solicitation.

**Contractor Minimum Qualifications:**

Contractor Minimum Qualifications are intended to establish the respondent's capacity and responsibility for providing the services or products solicited. To be evaluated and considered for award of contract the Offeror shall submit with the Offer Agreement all documents specified in article 3. *Contractor Minimum Qualifications* of the Offer Agreement. If requested by article 3, the Offeror shall denote in article 3 of the Offer Agreement the license numbers/descriptions and other information requested.

**Unit Prices & Bid Certification:**

Respondents shall fully complete and sign article 7. *Compensation & Payment* and article 15. *Bid/Offer Certification* sections of the Offer Agreement utilizing the forms provided by this solicitation.

Unless otherwise stated, a Unit Price shall be given for all items defined by the Offer Agreement Unit Prices schedule. Requested information and data shall be provided in the precise manner requested. Product descriptions shall provide sufficient information to precisely document the product being offered. All unit prices shall remain firm for the initial term of the executed agreement, with the exception that should seller during the term of the agreement offer to another buyer pricing for like or similar quantity, products or services at price more favorable than those given to Pima County ("COUNTY"), that seller shall offer same pricing to County effective on the date offered to other buyer. Unit prices given by respondent shall include all costs required to implement and actively conduct and document cost control and reduction activities. Taxes applied to the unit price and legally applicable to Pima County purchase transactions shall be separately invoiced and not included in the item unit price. Unit Prices shall include all costs incidental to the provision of the requirements defined by the solicitation and Offer Agreement and unless otherwise specified by the Delivery Article shall be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination"), no additional payments will be invoiced or paid. Unit prices shall prevail in the event of an extension error. Price each item separately. Delivery time if stated as a number of days shall mean "calendar" days.

COUNTY reserves the right to question, clarify and correct obvious errors.

**3. SPECIFICATIONS & DEVIATIONS**

The specifications included in this solicitation are intended to identify the kind and quality of goods and/or services to be provided without being unnecessarily restrictive, and as required to provide the information needed for the development of consistent and comprehensive bids, evaluation of bids and to efficiently support the subsequent ordering, invoicing and payment processes.

Items included in the bid shall satisfy all specifications and requirements set forth by the County's Offer Agreement. Equipment brand names, models and numbers, when given are intended to identify a level of quality, equivalent performance and dimensional specifications, and are for reference only, unless otherwise specified by the County's Offer Agreement. Failure to perform appropriate research, discovery, examine any drawings, specifications, and instructions will be at the respondent's sole risk.

Deviation requests shall specifically document and clearly illustrate the deviation to the specification, or the requirement, set forth by this solicitation and fully explain the requested deviation's impact on the end performance of the item. Deviation requests shall be submitted prior to the initial solicitation due date. Requests shall be submitted as soon as is possible and not less than 8 days prior to the solicitation due date else they may not be answered or addressed

**INSTRUCTIONS TO BIDDERS**

Acceptance or rejection of any deviation request shall be at the sole discretion of the County and will be made in writing by the County via specific addendum of the solicitation and Offer Agreement as applicable. Respondents shall complete article 13. *Acknowledgement of Solicitation Addenda* of the Offer Agreement prior to submission.

Bidders are advised that conditional offers or notations on the documents submitted that do not conform to or that request exceptions to the published solicitation and addenda may be considered non-responsive and not evaluated.

All equipment shall be models of current production, latest design and technology, new and unused unless otherwise specified.

Manufacturer and Contractor documentation, including and not limited to the following shall be provided by the successful respondent not later than 14 days after request by the County and at no additional cost; warranty; caution-informational warnings; recommended maintenance schedule and process; recommended spare parts list; operating, technical and maintenance manuals including drawings, if appropriate; product brochures; and material safety data sheets (MSDS).

**4. SUBMISSION OF BIDS**

Submissions are binding offers and will result in a binding contract upon acceptance by Pima County by issue of a properly executed contract document referencing said offer.

The submittal shall include all information requested by the solicitation, and utilize without modification the forms provided by the solicitation. Respondents are to complete, execute and submit one original of the following bid documents:

**SIGNED OFFER AGREEMENT with completed Item Unit Prices and documents or media defining other items within the scope of the agreement with Unit Prices and Discount Percentages, or Discounted Prices offered; Provide Addenda acknowledgement, tax, & contact information; Special Terms and Conditions; Instructions to Bidders; Appendix A and B.**

**Document to support the "green" program(s) the contractor has implemented per BOS Resolution 2007-84 described on page 5 of 15.**

**Insurance Certification documents.** Insurance Certification Documents will be required within two weeks from the date the Notice of Recommendation for Award is posted on the Pima County website.

Bids must be received and time stamped at the specified location at or before the Bid Due Date/Time as defined by the *Invitation for Bid*. The "time-stamp" provided by the County shall be the official time used to determine the timeliness of the submittal. Bids and modifications received after the Bid Due Date/Time will not be accepted, or will be returned unopened. Timely submittals will be opened and recorded promptly after the Bid Due Date/Time.

Bids must be signed by an authorized agent of the respondent and submitted in a sealed envelope marked or labeled with the respondent firm name, solicitation number, title, solicitation due date and time, to the location and not later than the Bid Due Date/Time specified by the *Invitation for Bid*.

Bids and modifications received after the *Due In & Opens* date and time will not be accepted. Facsimiles of bids will not be accepted.

Failure to comply with the solicitation requirements, including submittals that modify the solicitation requirements, may be cause for the respondent's bid to be rejected as *non-responsive* and not evaluated.

**5. COMPLIANCE WITH AGREEMENT**

County will execute an agreement with the successful respondent by issue of a Master Agreement (MA) or Purchase Order or contract. The respondent agrees to establish, monitor, and manage an effective administration process that assures compliance with all requirements of the agreement. In particular, the respondent agrees that they shall not provide goods or services in excess of the executed agreement items, item quantity, item amount, or agreement amount without prior written authorization by amendment or change order properly executed by the County. Any items provided in excess of the quantity stated in the agreement shall be at the Respondent's own risk. Respondents shall decline verbal requests to deliver items in excess of the agreement and shall report all such requests in writing to the Pima County Procurement Department within 1 workday of the request. The report shall include the name of the requesting individual and the nature of the request.

**INSTRUCTIONS TO BIDDERS****6. INQUIRIES & NOTICE OF RECOMMENDATION FOR AWARD (NORFA)**

Results of this procurement will not be given in response to telephone inquiries. Interested parties are invited to attend the public opening at the time and date stated in this solicitation. A tabulation of submittals will be on file at the Procurement Department. No oral interpretations or clarifications made to any respondent as to the meaning of any of the solicitation documents will be binding on Pima County. If a prospective respondent believes a requirement of the solicitation documents to be needlessly restrictive, unfair, or unclear, the respondent shall notify the Pima County Procurement department in writing identifying the solicitation number, page and paragraph number and clearly stating the issue and suggested solution prior to the *Due In and Opens* date set for receipt of the bid or proposal. Responses from COUNTY will be made by written addendum and sent to all known potential respondents. Issues identified less than 8 days prior to the *Due In and Opens* date may not be answered.

Interested parties are invited to attend the public opening of submissions at the time and date stated in this solicitation.

Pima County protest procedures are defined by Chapter 11.20 of the Pima County Procurement Code, available through <http://www.pima.gov/cob/code/>. The five-day period to file a protest of the award will be measured from the date the Notice of Recommendation for Award is posted on the Pima County Procurement website at <http://www.pima.gov/procure/awards/> **without regard to whether individual notices were issued**. It is the responsibility of bidders, proposers and offerors to check the website.

**7. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS**

In the event there are variations or conflicts between these instructions and the standard terms and conditions or the offer agreement document, the standard terms & conditions and offer agreement shall govern.

**8. VENDOR RECORD MAINTENANCE**

By submitting a response to this solicitation, the submitter agrees to establish and maintain a complete Pima County Vendor record, including the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document (Form W-9), within ten calendar days of the solicitation due date. The Vendor also agrees to update the information within ten calendar days of any change in that information and prior to the submission of any invoice or request for payment. The preferred method for creating or updating this record is via the Internet utilizing the Pima County Vendor Self Service (VSS). The registration requires that the Vendor establish and maintain email functionality. In addition to providing the means for a Vendor to create and maintain their Vendor record, VSS also provides for email notice to the vendor regarding solicitations published by Pima County for commodities of interest as defined by the Vendor record. Internet links for Vendor Registration are located at the Procurement Internet page: <http://www.pima.gov/procure/venreg.htm>.

**9. SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE**

Any contract funded in any amount with federal funds is not eligible for this preference.

For those bids that do not exceed \$500,000 per contract year, a 5% bid preference will be given to firms submitting SBE Certificates issued by the City of Tucson WITH THEIR BID; said certification is subject to verification and acceptance by Pima County. If the certification is accepted by Pima County, the bid will be evaluated at 95% of the bid amount to determine the low and responsive bid. If an award of contract is made, the contract will be formed utilizing the Unit Prices, or Lump Sum, as bid.

**To be eligible for the price preference, SBE firms must include with their bid documents a copy of their current certification certificate** which may be acquired from the City of Tucson; Department of Procurement, (520) 837-4000, 225 W Alameda, 6th Floor, Tucson, AZ 85726-7210. Their SBE website, which typically includes an SBE Application Form and a Directory listing firms holding SBE Certification, is located at: [http://www.tucsonprocurement.com/bidders\\_SBE.aspx](http://www.tucsonprocurement.com/bidders_SBE.aspx)

The process of acquiring SBE Certification may take several weeks. Please contact the Pima County Vendor Relations Division at (520) 724-8465 for assistance or further information.

**END OF INSTRUCTIONS TO BIDDERS**  
**(Revised April 29, 2015)**

**OFFER AGREEMENT: WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES (1 of 8 pages)****1. INTENT:**

This document is intended to establish an "As Required" indefinite delivery/indefinite quantity (IDIQ) "Master" agreement contract to provide Pima County ("County") with such quantities of water treatment chemicals and supervisory services as County may order from time to time by issue of Delivery Order (DO) or Delivery Order Maximo (DOM) pursuant to a resulting contract. As defined by the attached Pima County Standard terms and Conditions (STC) this contract is non-exclusive and may be terminated for any reason without penalty or cost to County. It is the intent of the County to award to one vendor for all items listed. The following primary values and objectives will be mutual obligations assumed by both parties regarding the interpretation and performance under the agreement: COUNTY will award an agreement for the purchase of goods as specified herein, and Contractor will receive compensation when goods are delivered as per the terms of the purchase order issued against the agreement.

Although particular County Departments may be identified in the solicitation, unless otherwise documented by the executed agreement document, all County Departments may utilize the resulting agreement.

All Goods and Services offered or provided pursuant to the contract will conform to the requirements defined by or referred to by the solicitation documents including *Solicitation Addenda, Instructions to Bidders, Standard Terms and Conditions* and this *Offer Agreement*, all of which are incorporated herein.

This document, including all attachments and documents incorporated by reference, constitutes the entire contract between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

**2. CONTRACT TERM EXTENSIONS-RENEWALS & REVISIONS:**

The initial term of the agreement will be for a one-year period and include four (4) one-year renewals that may be exercised upon the written agreement of the parties, as set forth below.

Proposed extension or renewals of the contract if included in the contract and revisions to the contract shall be made through the issuance by County to Contractor of a revised Master Agreement (MA) document setting forth the requested changes. Failure by Contractor to object in writing to the proposed revisions, terms, conditions and/or specifications within ten (10) calendar days of issuance by County will signify acceptance of all such changes by Contractor and the amendment will be binding upon the parties, effective on the date of issuance.

**3. CONTRACTOR MINIMUM QUALIFICATIONS:**

The Contractor certifies that it is competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this contract. Contractor certifies that it possesses all licenses required by applicable Agencies to satisfy the requirements of this contract. Contractor has been in the business of providing these materials and services for a minimum of three consecutive years including the current year.

**CHECKLIST FOR MINIMUM QUALIFICATIONS - MARK RESPONSE** (Failure to mark answer may result in the offer being deemed non-responsive).

This contractor certifies they are competent, willing and responsible for providing the products in accordance with all requirements of the solicitation and this Offer Agreement.	Yes	No
Contractor has been in the business of providing these materials and services for a minimum of three consecutive years including the current year to customers with thermal storage chilled water systems similar in complexity and size to Pima County system.	Yes	No
Contractor currently possesses <b><u>all required licenses and certifications</u></b> to meet the requirements of this solicitation. Contractor shall continuously maintain said licenses and certifications for the term of the contract.	Yes	No

**4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:**

Any brand names, models or numbers used in the specifications are for the purpose of describing and/or establishing the level of quality, equivalent performance and dimensional specifications required. Any such reference is not intended to limit or restrict any offer. Any offer, which proposes like quality, design or performance, will be considered. Pima County will have final determination on equivalency. If alternate product name is not listed it will designate that vendor is bidding per specifications, no alternate.

**SEE EXHIBIT A: WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES – SCOPE OF WORK**

**OFFER AGREEMENT: WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES (2 of 8 pages)**

In the event items are required that are not listed, they may be ordered at a mutually agreed upon price. The mutually agreed upon unit price shall include all incidental and associated costs required to comply with and satisfy all requirements referred to or included in this solicitation which includes the Instructions to Bidders, Standard Terms and Conditions and Offer Agreement.

Contractor should include what "green" programs they have implemented per *BOS Resolution 2007-84*. The following are examples from Specifications for *BOS Resolution 2007-84* and Vendor should include with submission of paperwork a statement outlining what 'green' programs, if any, have been implemented that may include, but not be limited to: recycling of paper, glass and cans; efforts to conserve energy in offices and work areas; utilization of alternative fuels for vehicles and production equipment.

Other areas of conservation should include:

- Contractor should dispose of chemicals appropriately so as not to disrupt the ecology of the soil, water, or air in the area.
- Contractor shall recycle as many items as possible including office paper, corrugated paperboard (aka cardboard) boxes and sheet, chip board boxes and sheet, plastics, aluminum and steel cans/containers, etc.
- Contractor should use as many environmentally preferable items as possible, ie. Items that do not impact the environment such as 30-100% post-consumer recycled content, processed chlorine free (PCF) paper; Energy Star equipment and appliances; remanufactured, low air emission paint; low volatile organic compound (VOC) water based adhesives and paint; zero formaldehyde emitting composite wood products; odorless and non-toxic water based markers, etc. the company's daily operations.
- Contractor should provide to the consumer as many environmentally preferable products as possible.
- Contractor should modify business practices to decrease air, water and ground pollution.
- Contractor should modify business practices to conserve energy and water use,
- Contractor/Contractor should purchase eco-friendly supplies whenever possible including office supplies.

**Requirements for Contractor's and Sub Contractors to do business on Wastewater Reclamation Facilities:**

- All Contractor and subcontractor's personnel must attend a plant safety briefing prior to work activities on RWRD Plant sites. Contractor will contact the County employee designated as the RWRD Treatment Point of Contact to schedule safety briefing.
- Contractor's personnel are required to sign in with the Plant Site Administration Office immediately upon arrival at any RWRD facility and report to the County employee designated as the Point of Contact.
- RWRD site entry is restricted to authorized persons with proper identification such as driver's license, commercial driver's license or passport.
- Contractor must wear an ID pass at all times while on plant site, and return ID pass upon leaving the facility to Plant Site Administration Office.
- Upon leaving the facility at the end of each day, the Contractor must check out with the County designated Point of Contact and leave a copy of work ticket(s).
- Contractor will be required to provide their own Personal Protective Equipment (PPE) and wear the required plant site PPE. PPE may include but be not limited to hard hats, fall protection equipment and gear, steel toe boots, safety vest, eye protection and hearing protection.
- Contractor's vehicles must be clearly marked on the outside or windshield of the vehicle. The use of decals/magnets identifying the vendor name or a sign displayed in the front window is acceptable. Decals smaller than 8.5 inches by 11 inches will not be accepted.
- Contractor's personnel shall be designated by an easily identifiable company shirt or badge worn at all times while on-site.
- Upon daily completion of the work performed by the contractor, the contractor shall remove all construction debris from the site and leave the area as found. All debris shall be disposed of by the Contractor at the Contractor's expense. All materials, tools, equipment, etc. shall be removed or safely stored.
- The County is not responsible for theft or damage to Contractor's property.
- All possible safety hazards to workers or the public shall be corrected immediately. Work site shall be left in a safe condition at the end of each workday.
- Contractor must provide all their own personnel, materials, tools and equipment to perform the necessary inspections/repairs at no additional cost to Pima County.
- Contractor must have OSHA compliant lock-out/tag-out and confined space programs and adhere to procedures at all times.
- Contractor shall be responsible for the safety of their employees at all times.



**OFFER AGREEMENT: WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES (3 of 8 pages)**

- All chemicals used on RWRD Treatment Facilities require the Contractor to submit the SDS to the RWRD Treatment Point of Contact for approval prior to application.

The contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. This will include any leakage or deposits left by contractor's vehicles.

Vendor shall be responsible for the safety of their employees at all times.

All unit pricing shall include all incidentals and associated costs required to comply with and satisfy all requirements referred to or included in this solicitation. Transportation costs shall be included in the unit price. Unit price shall include travel time or miles within a one hundred and fifty (150) mile radius of downtown Tucson (130 W. Congress). Travel time, fuel surcharges, trip charges and other fees will NOT be paid as a separate line item regardless of where the vendor's business location or employees' starting location is at the time work is required.

**5. OFFER ACCEPTANCE AND ORDER RELEASES:**

County will accept offers and execute contracts by issue of a Master Agreement (MA) (Recurring requirements to be effective on the document's date of issue without further action by either party. Master Agreement (MA) and Contract documents will document the term of the agreement.

County will order products or services pursuant to an executed Master Agreement by issue of Delivery Order (DO) or Delivery Order Maximo (DOM) documents. Order documents will be furnished to Contractor via facsimile, e-mail or telephone. **If the order is given verbally, the County Department that issued the order will transmit a confirming order document to Contractor within five workdays of the date the verbal order is given.**

**Contractor must not supply materials or services pursuant to the contract that are not documented or authorized by a Delivery Order (DO) or Delivery Order Maximo (DOM) at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a COUNTY Delivery Order (DO) or Delivery Order Maximo (DOM).**

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract revision properly executed and issued by County. Any items provided in excess of that stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to the COUNTY Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

**6. ACCEPTANCE OF GOODS AND SERVICES:**

The County Department designated on the issued Order will accept goods and services only in accordance with this contract. Such acceptance is required prior to commencement of Payment terms.

**7. COMPENSATION & PAYMENT:**

All pricing will conform to Pima County's Living Wage ordinance if applicable, including required annual adjustments of the wage.

Contractor will submit Request(s) for Payment or Invoices to the location and entity defined by County's Order document.

All Invoice documents will reference the County's Purchase Order (PO) Delivery Order (DO) or Delivery Order Maximo (DOM) or Contract number under which the services or products were ordered. **ALL** Invoice line items will utilize the item description, precise unit price and unit of measure defined by the County's Order or Contract document. Invoices that include line items or unit prices that do not match those documented by the County's order or contract may be returned to Contractor unprocessed for correction. **Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.**

Standard payment terms are net thirty (30) days from the date of valid invoice document and do not commence until the later of receipt of goods into payment system by the receiving Department and Contractor's Invoice is received and verified by County Financial Operations.

**OFFER AGREEMENT: WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES (4 of 8 pages)**

**OPTIONAL EARLY PAYMENT DISCOUNT TERM:** Pima County Administrative Procedure No. 22-35 section 2.2.4 defines County's practice regarding discounts for early payment. Contractor offers the following discounts to those prices to be used for all orders issued pursuant to this contract. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten (10) calendar days.

Contractor shall submit valid invoice document consistent with the associated Purchase Order (PO), Delivery Order (DO) or Delivery Order Maximo (DOM) to County Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this contract, Contractor may offer early payment discounts that exceed this Standard Early Payment Discount.

Standard Early Payment Discount Percent: \_\_\_\_\_% if payment tendered within \_\_\_\_\_ Days as above.

The Master Agreement (MA) or Purchase Order (PO) issued to accept Contractor's offer will define the not to exceed amount of the contract.

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract for which unit pricing has not been previously defined.

Unless the parties otherwise agree in writing, all pricing will be *F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination")*, delivered to and unloaded at the destination(s) defined by the delivery article of this contract or accepted *Order* for services or products and all freight costs must be included in the offered Unit Price.

Although State and City sales tax may not be fully or accurately defined on an order, they will be paid when they are **DIRECTLY** applicable to Pima County and invoiced as a separate line item. Such taxes should not be included in the item unit price.

Price Warranty. Contractor will give Pima County the benefit of any price reduction before actual time of shipment.

Price Escalation. All unit prices include compensation for Contractor to implement and actively conduct cost and price control activities. Pricing will remain firm during the initial year of the contract term after which the parties may consider price increases no more frequently than once per year. Contractor will submit a written request to COUNTY that includes supporting documents justifying requested increases at least ninety (90) days prior to the desired implementation date. Contractor will provide evidence, cite sources, demonstrate specific conditions and document how those conditions affect the cost of its performance, and identify specific efforts Contractor has taken to control and reduce those and other costs to avoid the need to increase prices. COUNTY will review proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of COUNTY to accept the proposal. County reserves the right to continue, accept or reject the price proposal, or terminate and re-solicit the contract.

Quantities referred to are estimated quantities. COUNTY reserves the right to increase or decrease the quantities and amounts. No guarantee is made regarding actual orders issued for items or quantities during the term of the agreement. COUNTY is not responsible for Contractor inventory or order commitment.

Unit prices offered must include all incidentals and associated costs required to comply with and satisfy all requirements referred to or included in this solicitation, which includes the *Instructions to Bidders, Standard Terms and Conditions* and Offer Agreement. No payments will be made for items not included in the contract.

Contractor will provide detailed documentation in support of payment requests which will document, be consistent with and not exceed COUNTY's order. Contractor will bill COUNTY within one (1) month after the date on which Contractor's right to payment accrues ("Payment Accrual Date"), which, unless this contract specifically provides otherwise, is the date goods are delivered, services are performed, or costs are incurred. Invoices must assign each amount billed to an appropriate line item of COUNTY's order and document each Payment Accrual Date. COUNTY may refuse to pay any amount billed in an untimely manner or which is not conforming to COUNTY's order. County will refuse to pay any amount billed more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

**UNIT PRICES (Net 30 day Payment Terms)**

**SEE EXHIBIT B: WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES UNIT PRICING SPREADSHEET**

**OFFER AGREEMENT: WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES (5 of 8 pages)**

For those items not specifically listed and priced above that may be provided within the defined scope of this contract, Contractor will submit Master Price List (MPL) documents, diskette or compact disc and file names or identify website address, identifying all other items offered pursuant to this contract to include Description and Discounted Unit Price, or Unit Price and Discount % (Unit Price x Discount % = Discounted Unit Price). The resulting Unit Prices shall be of similar discount off List Prices as given for those items specifically defined above. Item Unit Prices above will govern in case of conflict with the Master Price List.

List MPL Document by Title, MPL Media & Filenames or MPL Internet Address and Title(s)	Qty of Pages	Dated	Percentage Discount (Unit Price x Discount % = Discounted Unit Price)

**8. DELIVERY:**

As defined by the Standard Terms "On-Time" delivery is an essential part of the consideration to be given to the COUNTY under the agreement. Delivery will be made in accordance with the Instructions to Bidders, Standard Terms and Conditions and to the location(s) referenced on the Purchase Order or Contract.

This is a County wide contract and various departments may use any resulting contract.

**Main Contact:**

**Pima County Facilities Management    Attention: Ralph Kestler            150 W. Congress            Tucson AZ, 85701**

Supplier guarantees delivery of product or service in **less than two (2) calendar days after issue date of order**. If required to satisfy the guaranteed delivery interval Supplier will utilize premium freight method at no additional cost to the County.

**9. TAXES, FEES, EXPENSES:**

Articles sold to COUNTY are exempt from federal excise taxes. COUNTY is subject to State and City sales tax. COUNTY will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation unless expressly included in the contract and itemized by the solicitation documents.

**10. OTHER DOCUMENTS**

Contractor and COUNTY in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. 216668 including the Invitation For Bids, Instructions to Bidders, Standard Terms and Conditions, Solicitation Addenda, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and on other information and documents submitted by Contractor's response to County's Solicitation. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.

**11. INSURANCE:**

The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. Pima County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract. The Contractor is free to purchase additional insurance.

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. Pima County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**Minimum Scope and Limits of Insurance:**

Contractor shall procure and maintain, until all of their obligations have been discharged, coverage with limits of liability not less than those stated below.

### **OFFER AGREEMENT: WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES (6 of 8 pages)**

**Commercial General Liability (CGL)** – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include bodily injury, property damage, and broad form contractual liability coverage, and products – completed operations.

**Business Automobile Liability** – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000.

**Workers' Compensation and Employers' Liability** – Statutory requirements and benefits. Coverage is compulsory for employers of one or more employees. Employer's Liability - \$500,000.

**Note:** The Workers' Compensation requirement shall not apply to a Contractor that is exempt under A.R.S. § 23-901, and when such Contractor executes the appropriate Pima County Sole Proprietor (Independent Contractor) Waiver form.

**Professional Liability (Errors and Omissions) Insurance** – This insurance is required when soliciting work from licensed professionals. The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance policy shall cover professional misconduct or negligent acts of anyone performing any services under this contract.

In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of two (2) years beginning at the time work under this Contract is completed.

**Examples of Profession Services requiring E&O insurance:** Accounting, Architecture, Asbestos Design, Inspection or Abatement Contractors, Licensed Health Care Practitioners, Legal Services, Engineering Services, or Surveying Services.

#### **Additional Insurance Requirements:**

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

**Additional Insured Endorsement:** The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

**Subrogation Endorsement:** The General Liability, Business Automobile Liability and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**Primary Insurance Endorsement:** The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary for this written agreement and that any insurance carried by Pima County, its agents, officials, employees or Pima County shall be excess and not contributory insurance.

**Insurance provided by the Contractor** shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

#### **Verification of Coverage:**

Contractor shall furnish Pima County with certificates of insurance (valid ACORD form or equivalent approved by Pima County) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

**All certificates and endorsements**, as required by this written agreement, are to be received and approved by Pima County before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

**All certificates required** by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include the Pima County project or contract number and project description on the certificate. Pima County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

#### **Notice of Cancellation:**

WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES  
For each insurance policy required by the insurance provisions of this contract, Contractor's insurance shall not be permitted to expire, be suspended or canceled without thirty (30) days prior written notice to Pima County. Such notice shall be mailed, emailed, hand-delivered or sent by facsimile transmission to the Pima County Contracting Representative. Notice shall include the Pima County project or contract number and project description.

**OFFER AGREEMENT: WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES (7 of 8 pages)**

**Approval and Modifications:**

Pima County Risk Management reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

**12. PERFORMANCE BOND:**

NO PERFORMANCE BOND REQUIRED.

**13. ACKNOWLEDGEMENT of SOLICITATION ADDENDA:**

Contractor acknowledges that the following solicitation addenda have been incorporated in its offer and this contract:

Addendum #	Date	Addendum #	Date	Addendum #	Date

**14. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:**

Is your firm SBE certified as defined by the solicitations 'Instruction To Bidders'? Yes  No  (Select one)

If 'Yes', have you included your certification document? Yes  No  (Select one) NOTE: If the SBE Certification document is not submitted with your bid the SBE Preference cannot be applied.

**(REMAINDER OF THIS PAGE LEFT BLANK)**

**OFFER AGREEMENT: WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES (8 of 8 pages)**

**15. BID/OFFER CERTIFICATION:**

**CONTRACTOR LEGAL NAME:** \_\_\_\_\_

**BUSINESS ALSO KNOWN AS:** \_\_\_\_\_

**MAILING ADDRESS:** \_\_\_\_\_

**CITY/STATE/ZIP:** \_\_\_\_\_

**REMIT TO ADDRESS:** \_\_\_\_\_

**CITY/STATE/ZIP:** \_\_\_\_\_

**CONTACT PERSON NAME/TITLE:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**CONTACT PERSON EMAIL ADDRESS:** \_\_\_\_\_

**EMAIL ADDRESS TO WHICH ORDERS & CONTRACTS SHALL BE TRANSMITTED:**

\_\_\_\_\_

**CORPORATE HEADQUARTERS LOCATION:**

\_\_\_\_\_

By signing and submitting these Offer Agreement documents, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the Pima County Procurement website for solicitation addenda and has incorporated all such addenda to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the solicitation. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and may not be evaluated. Contractor's submission of a signed offer agreement shall constitute a firm offer and upon the issuance of a Master Agreement (MA) or Purchase Order (PO) document signed by the Pima County Procurement Director or authorized designate a binding contract is formed that will require Contractor to provide the services and materials described in this solicitation. The undersigned hereby offers to furnish the material or service in compliance with all terms, conditions, specifications, defined or referenced by the solicitation, which includes Pima County Standard Terms & Conditions, this Offer Agreement and other documents listed in this Offer Agreement's Other Documents article.

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

\_\_\_\_\_  
**PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER**

**PHONE AND E-MAIL:** \_\_\_\_\_

**END OF OFFER AGREEMENT: WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES (8 pages)**

**PIMA COUNTY STANDARD TERMS AND CONDITIONS (03/18/15)****1. OPENING:**

Responses will be publicly opened and each respondent's name, and if a Bid the amount, will be read on the date and at the location defined in the *Invitation for Bid (IFB)* or *Request For Proposals (RFP)*. Proposals shall be opened so as to avoid disclosure of the contents of any proposal to competing offerors during the process of negotiation. All interested parties are invited to attend.

**2. EVALUATION:**

Responses shall be evaluated to determine which are most advantageous to Pima County (COUNTY) considering evaluation criteria, conformity to the specifications and other factors.

If an award is made, COUNTY will enter into an agreement with the one or multiple respondent(s) that submitted the lowest responsive bid(s) that were determined responsible for supplying the required goods or services. Unless otherwise specified on the Bid/Offer document determination of the low/lowest bids will be made considering the total bid amount.

COUNTY, at its sole discretion, reserves the following rights: 1) to waive informalities in the bid or bid procedure; 2) to reject the response of any persons or corporations that have previously defaulted on any contract with COUNTY or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in COUNTY Code section 11.32; 3) to reject any and all responses; 4) to re-advertise for bids previously rejected; 5) to otherwise provide for the purchase of such equipment, supplies materials and services as may be required herein; 6) to award on the basis of price and other factors, including but not limited to such factors as delivery time, quality, uniformity of product, suitability for the intended task, and bidder's ability to supply; 7) to increase or decrease the item quantity or eliminate any item of this solicitation prior to the award. Pricing evaluations will be based on pre-tax pricing offered by Contractor.

**3. AWARD NOTICE:**

A *Notice of Recommendation for Award* for IFB or RFP will be posted on the Procurement website and available for review by interested parties. A tabulation of responses will be maintained at the Procurement Department.

**4. AWARD:**

Awards will be made by either the Procurement Director or the Board of Supervisors in accordance with the Pima County Procurement Code. COUNTY reserves the right to reject any or all offers, bids or proposals or to waive irregularities and informalities if it is deemed in the best interest of COUNTY. Unless expressly agreed otherwise, resulting contracts are not exclusive, are for the sole convenience of COUNTY, and COUNTY reserves the right to obtain like goods or services from other sources.

**5. WAIVER:**

Each offeror, by submission of an offer, bid or proposal waives any and all claims for damages against COUNTY or its officers or employees when COUNTY exercises any of its reserved rights.

**6. ACKNOWLEDGEMENT AND ACCEPTANCE:**

If Contractor's terms of sale are inconsistent with the terms of the resultant contract, the terms herein shall govern, unless COUNTY accepts Contractor's terms in writing. No oral agreement or understanding shall in any way modify this contract or the terms and conditions herein. Contractor's acceptance, delivery or performance called for herein shall constitute unqualified acceptance of the terms and conditions of the resultant contract.

**7. INTERPRETATION and APPLICABLE LAW:**

The contract will be interpreted, construed and given effect in all respects according to the laws of the State of Arizona. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, COUNTY's shall govern. This contract incorporates the complete agreement of the parties with respect to the subject matter of this contract. No oral agreement or other understanding will in any way modify the terms and conditions of this contract.

**8. WARRANTY:**

Contractor warrants goods or services to be satisfactory and free from defects.

**9. QUANTITY:**

Contractor will not exceed or reduce the quantity of goods ordered without **written** permission from COUNTY in the form of a properly executed Master Agreement (MA), Purchase Order (PO) Delivery Order (DO) or Delivery Order Maximo (DOM) revision or amendment as required by COUNTY Procurement Code. All quantities are estimates and COUNTY provides no guarantee regarding actual usage.

**10. PACKING:**

Contractor will make no extra charges for packaging or packing material. Contractor is responsible for safe packaging conforming to carrier's requirements.

**11. DELIVERY:**

On-time delivery of goods and services is an essential part of the consideration to be received by COUNTY.

A guaranteed delivery date, or interval period from order release date to delivery, must be given if requested by the Price offer document. Upon receipt of notification of delivery delay, COUNTY at its sole option and at no cost to COUNTY may cancel the order or extend delivery times. Such extension of delivery times will not be valid unless extended in writing by an authorized representative of COUNTY.

To mitigate or prevent damages caused by delayed delivery, COUNTY may require Contractor to deliver additional quantity utilizing express modes of transport, and or overtime, all costs to be Contractor's responsibility. COUNTY reserves the right to cancel any delinquent order, procure from alternate source, or refuse receipt of or return delayed deliveries, at no cost to COUNTY. COUNTY reserves the right to cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery.

Contractor will not be held responsible for unforeseen delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provides COUNTY immediate notice of delay.

**12. SPECIFICATION CHANGES:**

COUNTY has the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, an acceptable adjustment will be made and the order modified in writing. Any agreement for adjustment must be made in writing.

Nothing in this clause reduces Contractor's responsibility to proceed without delay in the delivery or performance of an order.

**13. INSPECTION:**

All goods and services are subject to inspection and testing at place of manufacture, destination or both by COUNTY. Goods failing to meet specifications of the order or contract will be held at Contractor's risk and may be returned to Contractor with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of Contractor. In lieu of return of nonconforming supplies, COUNTY, at its sole discretion and without prejudice to COUNTY's rights, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but waiver of any condition will not be considered a waiver of that condition for subsequent shipments or deliveries.

**14. SHIPPING TERMS:**

Unless stated otherwise by the contract, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") and are to be included in the Unit Price offered by Contractor and accepted by COUNTY.

**15. PAYMENT TERMS:**

Payment terms are net thirty (30) days, unless otherwise specified by the contract.

**16. ACCEPTANCE OF MATERIALS AND SERVICES:**

COUNTY will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that all specification requirements have been met.

**17. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:**

In the event any item furnished by Contractor in the performance of the contract should fail to conform to the specifications thereof, or to the sample submitted by Contractor, COUNTY may reject same, and it thereupon becomes the duty of Contractor to reclaim and remove the same, without expense to COUNTY, and immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse immediately to do so, COUNTY has the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any monies due or that may become due to Contractor the difference between the price named in the Master Agreement or Purchase Order and actual cost to COUNTY.

In the event Contractor fails to make prompt delivery as specified of any item, the same conditions as to the rights of COUNTY to purchase in the open market and invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event of cancellation of the Master



Agreement, Purchase Order or associated orders, either in whole or in part, by reason of the default or breach by Contractor, Contractor will bear and pay for any loss or damage sustained by COUNTY in procuring any items which the Contractor agreed to supply. The rights and remedies of COUNTY provided above are not exclusive and are in addition to any other rights and remedies provided by law or under the contract.

#### **18. FRAUD AND COLLUSION:**

Each Contractor, by submission of a bid, certifies that no officer or employee of COUNTY or of any subdivision thereof: 1) has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) has favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) has any direct or indirect financial interest in the offer or resulting contract. Additionally, during the conduct of business with COUNTY, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If at any time it shall be found that Contractor has in presenting any offer(s) colluded with any other party or parties for the purpose of preventing any other offer being made, then any contract so awarded shall be terminated and that person or entity shall be liable for all damages sustained by COUNTY.

#### **19. COOPERATIVE USE OF RESULTING CONTRACT:**

As allowed by law, COUNTY has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements developed by COUNTY. Contractor may be contacted by participating agencies and requested to provide services and products pursuant to the pricing, terms and conditions defined by the COUNTY Master Agreement, or Purchase Order. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the COUNTY's agreement and required to satisfy particular Public Agency code or functional requirements and are within the intended scope of the solicitation and resulting contract. Any such usage shall be in accordance with State, COUNTY and other Public Agency procurement rules, regulations and requirements and shall be transacted between the requesting party and Contractor. Contractor shall hold harmless COUNTY, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. A list of agencies that are authorized to use COUNTY contracts can be viewed at the Procurement Department Internet home page: <http://www.pima.gov/procure> by selecting the link titled *Authorized Use of COUNTY Contracts*.

#### **20. PATENT INDEMNITY:**

Contractor will indemnify, defend and hold COUNTY, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the Master Agreement, Purchase Order, and associated orders. Contractor may be required to furnish a bond or other indemnification to COUNTY against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

#### **21. INDEMNIFICATION:**

Contractor will indemnify, defend, and hold harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the Master Agreement, Purchase Order or associated orders. Contractor warrants that all products and services provided under this contract are non-infringing. Contractor will indemnify, defend and hold COUNTY harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

#### **22. UNFAIR COMPETITION AND OTHER LAWS:**

Responses must be in accordance with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable COUNTY, State, and Federal laws and regulations.

#### **23. COMPLIANCE WITH LAWS:**

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services provided under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that those services will be provided by a contractor licensed by ROC to perform those services in Arizona. The laws and regulations of the State of Arizona govern the rights, performance and disputes of and between the parties. Any action relating to this Contract must be brought in a court of the State of Arizona in Pima County.

Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions.

**24. ASSIGNMENT:**

Contractor may not assign its rights to the contract, in whole or in part, without prior written approval of COUNTY. COUNTY may withhold approval at its sole discretion, provided that COUNTY will not unreasonably withhold such approval.

**25. CONFLICT OF INTEREST:**

This contract is subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated into and made part of all COUNTY Master Agreements or Purchase Orders as if set forth in full therein.

**26. NON-DISCRIMINATION:**

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein including flow down of all provisions and requirements to any subcontractors. During the performance of this contract, CONTRACTOR must not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

**27. NON-APPROPRIATION OF FUNDS:**

COUNTY may cancel this contract pursuant to A.R.S. § 11-251(42) if for any reason the COUNTY Board of Supervisors does not appropriate funds for the stated purpose of maintaining the contract. In the event of such cancellation, COUNTY has no further obligation, other than payment for services or goods that COUNTY has already received.

**28. PUBLIC INFORMATION:**

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release or review by the general public including competitors.

Any records submitted in response to this solicitation that Contractor reasonably believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by Contractor **prior** to the close of the solicitation.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., COUNTY will release records marked CONFIDENTIAL ten (10) business days after the date of notice to Contractor of the request for release, unless Contractor has, within the ten (10) day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release is not counted in the time calculation. Contractor will be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

COUNTY will not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor is COUNTY in any way financially responsible for any costs associated with securing such an order.

**29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:**

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products supplied to COUNTY are included in the agreed upon Unit Price unless specifically stated otherwise in the contract. Such tools and documentation are the property of COUNTY and will be marked, as is practical, as the "Property of Pima County" and if requested by COUNTY a copy of the tooling and documentation will be delivered to COUNTY within twenty (20) days of acceptance by COUNTY of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to COUNTY. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by COUNTY at no additional cost. Should exceptional circumstances be present that may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and COUNTY, but Contractor may not withhold any requested tooling, document or support as defined above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in additional costs to COUNTY, Contractor will reimburse COUNTY for said actual and incremental costs provided that COUNTY had given Contractor reasonable time to respond to COUNTY's requests for support.

**30. AMERICANS WITH DISABILITIES ACT:**

Contractor will comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

**31. NON-EXCLUSIVE:**

Contracts resulting from this solicitation are non-exclusive and are for the sole convenience of COUNTY, which reserves the right to obtain like goods and services from other sources for any reason.

**32. PROTESTS:**

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. Protests must be filed in accordance with the Pima County Procurement Code, Section 11.20.010.

**33. TERMINATION:**

COUNTY reserves the right to terminate any Master Agreement, Purchase Order, Delivery Order, Delivery Order Maximo or award, in whole or in part, at any time, without penalty or recourse, when in the best interests of COUNTY. Upon receipt of written notice, Contractor will immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination and take appropriate actions to minimize further costs to COUNTY. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract become the property of and must be promptly delivered to COUNTY. Contractor is entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures defined by A.A.C. R2-7-701 apply.

**34. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS:**

In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: Master Agreement, Delivery Order or Delivery Order Maximo, Purchase Order, offer agreement or contract attached to a Master Agreement, Purchase Order, Delivery Order or Delivery Order Maximo; these standard terms and conditions; any other solicitation documents.

**35. INDEPENDENT CONTRACTOR:**

The status of Contractor is that of an independent Contractor. Contractor and Contractor officer's agents or employees are not considered employees of COUNTY and are not entitled to receive any employment-related fringe benefits under the COUNTY Merit System. Contractor is responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of Contractor's failure to pay such taxes. Contractor is solely responsible for its program development and operation.

**36. BOOKS AND RECORDS:**

Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of COUNTY. In addition, Contractor will retain all records relating to this contract at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

**37. COUNTERPARTS:**

The Master Agreement or Purchase Order awarded pursuant to this solicitation may be executed in any number of counterparts and each counterpart is considered an original, and together such counterparts constitute one and the same instrument. For the purposes of the Master Agreement and Purchase Order, the signed offer of Contractor and the signed acceptance of COUNTY are each considered an original and together constitute a binding Master Agreement, if all other requirements for execution have been met.

**38. AUTHORITY TO CONTRACT:**

Contractor warrants its right and power to enter into the Master Agreement or Purchase Order. If any court or administrative agency determines that COUNTY does not have authority to enter into the Master Agreement or Purchase Order, COUNTY is not liable to Contractor or any third party by reason of such determination or by reason of the Master Agreement or Purchase order.

**39. FULL AND COMPLETE PERFORMANCE:**

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the Master Agreement, Purchase Order, Delivery Order or Delivery Order Maximo to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the

future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

**40. SUBCONTRACTORS:**

CONTRACTOR is fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts CONTRACTOR may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract creates any obligation on the part of COUNTY to pay or see to the payment of any money due any subcontractor, except as may be required by law.

**41. SEVERABILITY:**

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

**42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:**

CONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CONTRACTOR's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). CONTRACTOR will further ensure that each subcontractor who performs any work for CONTRACTOR under this contract likewise complies with the State and Federal Immigration Laws.

COUNTY has the right at any time to inspect the books and records of CONTRACTOR and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of CONTRACTOR's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting CONTRACTOR to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, CONTRACTOR will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

CONTRACTOR will advise each subcontractor of COUNTY's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR's employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that COUNTY may inspect the SUBCONTRACTOR's books and records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR is a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article is the responsibility of CONTRACTOR. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONTRACTOR's approved construction or critical milestones schedule, such period of delay will be excusable delay for which CONTRACTOR is entitled to an extension of time, but not costs.

**43. CONTROL OF DATA PROVIDED BY COUNTY:**

For those projects and contracts where COUNTY has provided data to enable the Contractor to provide contracted services or products, unless otherwise specified and agreed to in writing by COUNTY, Contractor will treat, control and limit access to said information as confidential and will under no circumstances release any data provided by COUNTY during the term of this contract and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and Contractor is further prohibited from selling such data directly or through a third party. Upon termination or completion of the contract, Contractor will either return all such data to COUNTY or will destroy such data and confirm destruction in writing in a timely manner not to exceed sixty (60) calendar days.

**END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS**



**EXHIBIT A: WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES – SCOPE OF WORK****Testing Laboratory**

For testing water samples, the respondent must have its own locally situated water conditioning and testing laboratory, or contract with a local laboratory. "Local" is defined as within approximately three (3) hour drive of the City of Tucson. If the respondent uses a contract laboratory, the laboratory is to be operated by a full time employee holding, at the minimum, a Bachelor of Science degree in chemistry from an accredited college or university. Please include the following in your bid response

- a) Name of the laboratory.
- b) Address of the laboratory and approximate driving time to the City of Tucson.
- c) Telephone number and Fax number of the laboratory.
- d) A short resume of person in charge, including employment status, education, and certification if any.
- e) Number of laboratory technicians and their job descriptions.

**Technical Summary**

Respondent shall include a Technical Summary of the proposed water management program that will meet the performance specifications contained in **APPENDIX A: SCOPE OF WORK** of the Sample Contract. Summary shall list individual ingredients generically, i.e. HEDP or PBTC, not phosphonates, at their applied dosage levels for maintenance. Pima County reserves the right to have Technical Summary reviewed by an independent water management consulting firm. Any unproven technology may be cause for rejection of bid.

**Chemical Material Information**

Respondent shall enclose complete literature for all chemical formulations including Material Safety Data Sheets (MSDS) and for each type or model of equipment bid. All products must be approved for use by all applicable local, state and federal regulatory agencies. All biocides must be EPA registered. All chemical treatments are to be liquid formulations.

**Special Skills**

A description of special resources, skills or services which the respondent possesses and which are not addressed as part of the IFB, but would be available as part of an agreement with the successful respondent. Please demonstrate any advantages that would be realized by Pima County Facilities Management as a result of these resources.

**Permits**

Vendor shall be responsible for obtaining any and all permits required to perform services

CONTRACTOR'S water treatment program (chemical treatment of the water system) shall meet the parameters of the Pima County plant water logs over the last ten years. The treatment program is to include all chemicals, parts and repair services.

CONTRACTOR'S testing laboratory shall maintain quality control to assure product uniformity. Also, CONTRACTOR shall provide periodic recommendations to the COUNTY for complying with ASHRAE, USDA, OSHA, USEPA and other applicable standards.

**SECTION A: Service Requirements:**

1. The Service Representative (SR) shall visit the site weekly, collect and test samples, review operators' records and perform any other such duties to ensure that all systems are being operated within the established chemical control limits and that the chemical treatment program is being properly applied. Weekly site visits shall be coordinated through the Facilities Management Department's designated representative.
2. Tests performed on water from open re-circulating systems during each site visit shall include, but not be limited to microbiological population, pH, conductivity, total (M) alkalinity, calcium hardness and appropriate scale and corrosion control agents (e.g. phosphonate, molybdate, etc., as applicable.)
3. Tests performed on water from closed systems during each site visit shall include, but not be limited to, pH, conductivity, hardness, iron, copper, and appropriate corrosion control agents (e.g. nitrate, molybdate, sulfite, ttz, etc., as applicable). Testing of water samples, whether done on site or at the testing laboratory, will be performed at no additional cost to the County.
4. During each site visit the SR is to notify the designated individual or individuals of the County, both verbally and in writing, of any deviations from designated treatment levels and of any abnormal situations in the treated systems and make proper recommendations for corrective action.
5. CONTRACTOR will analyze, in the testing laboratory, a set of samples collected by the SR from the treated systems on a quarterly basis. The laboratory analysis shall include, but not be limited to, a full mineral analysis of corrosion products (iron and copper), applicable treatment chemicals including corrosion control agents (e.g. molybdate, zinc, etc.) scale control agents (e.g. phosphonates) and polymers (e.g. polyacrylates)

6. CONTRACTOR shall provide sufficient "dip stick" type total bacteria testers and instructions so that Pima County Central Plant Operators can perform total bacteria tests on the open and closed recirculating water on a weekly basis. The CONTRACTOR shall provide sufficient sulfate reducing bacteria (SRB) test kits so that Pima County Central Plant Operators can perform SRB tests on the open and closed recirculating water on a weekly basis.
7. CONTRACTOR shall assume responsibility for the operation of corrosion test apparatus (bypass type corrosion coupon rack) installed on each system. This includes installing corrosion test coupons, checking for adequate flow through the corrosion coupon racks, removing coupons, evaluating coupons and reporting corrosion rates in units of mils per year (mpy). The first set of corrosion coupons installed under the contract is to be removed and evaluated after 30 days. If results are satisfactory, subsequent corrosion coupons are to be removed and evaluated every ninety (90) days.
8. Coupon metallurgy must include, but not be limited to aluminum, mild steel, and copper. Stainless steel and Zinc coupons must also be included if the system metallurgy includes them. **Passivated or pretreated coupons shall not be used.**
9. CONTRACTOR shall maintain a 24 hour, 7 day a week emergency telephone service available to Pima County for emergency service and emergency information regarding chemical spills and/or accidents involving the CONTRACTOR'S products. CONTRACTOR shall immediately notify Pima County of any change in the number.
10. Pima County reserves the right to submit any products delivered under this contract to an outside independent laboratory and/or independent water management consulting firm for verification of cost application per 1,000 gallons. CONTRACTOR shall reimburse COUNTY for any overcharge incurred after the 3<sup>rd</sup> party verification.
11. CONTRACTOR shall be available and provide fiber-optic visual examination of condenser and chiller tubes during annual preventative maintenance on chillers. Examination is to include video and/or still images of entire tube length of surfaces. Video and/or images will be the property of Pima County Facilities Management. Video and/or images are to be provided on electronic media.
12. CONTRACTOR shall have the equipment and capability of brushing chiller tubes in the event of scaling or fouling. Only nylon or enhanced nylon brushes are acceptable.
13. CONTRACTOR shall include a contractor in "good standing certification" from the Arizona Registrar of Contractor with license information (L54 Water conditioning equipment or similar).
14. CONTRACTOR must have the ability to work on and maintain Lakewood and Multiflex Integration controllers.
15. The CONTRACTOR must be available to troubleshoot performance and function of the sand filters. This is to include controls, operations, and function of sand filters in conjunction to operation of the cooling towers. Vendor must be capable of supply and identification of replacement parts. Pima County personnel are responsible for ownership, maintenance, and operation of the sand filters but rely on technical support for protection of the economic value and operation of the filters. Vendor must provide a cost plus schedule of replacement parts. Vendor must also provide rate of service for supportive sand filter services required by the County.
16. CONTRACTOR must have their service technicians trained to service equipment like Pima County's and have at least three years of experience servicing like equipment.

### **SECTION B: Buildings:**

Pima County Facilities Management has Four Maintenance shops and two central plants that require water Treatment and services for the following buildings.

#### **Downtown Maintenance Buildings**

Downtown Central Plant 190 W. Pennington St.  
 Legal Services Building 32 N. Stone, Tucson, Az.  
 Public Works Building 201 N. Stone, Tucson, Az.  
 97 E. Congress Tucson, Az. (Closed Loop)  
 Public Service Building 240 N. Stone  
 Joel Valdez Main Library 101 N. Stone  
 B. of A. 33 N. Stone Avenue  
 Administration West 150 W Congress St. (Closed Loop)  
 Building 200 N Stone Ave. (Closed Loop)

#### **Ajo Corridor Buildings**

Juvenile Court Central Plant 2225 E. Ajo Way  
 Sheriff Administration 1750 E. Benson HWY. Tucson, AZ. (Closed Loop)  
 Adult Probation, 2695 E. Ajo Way, Tucson, Az.  
 Kino Service Center, 2797 E. Ajo Way, Tucson, Az. (Closed Loop)  
 Herbert K. Abrams Public Health Center 3950 S. Country Club Rd.  
 Forensic Science Center 2825 E District St. (Closed Loop)

**Outlying Maintenance Buildings**

Green Valley Library, 601 La Canada, Green Valley, Az. (Closed Loop)  
 Parks and Recreation 3500 w. River Road, Tucson Az.  
 PECOC Building 3434 E. 22<sup>nd</sup>. Street (Under Warranty)  
 Catalina Library 15560 N Oracle Rd. Catalina Az. (Closed Loop)  
 ROMP Lab 3035 E Camino Del Cerro  
 El Banco Building 801 W. Congress (Closed Loop)

**Mission Road Buildings**

Main Jail Facility, 1270 W. Silverlake, Tucson, Az. (Closed Loop)  
 East Unit 1270 w. Silverlake, Tucson Az.  
 Main Jail Annex, 1300 W. Silverlake, Tucson, Az. (Closed Loop)

Each central plant's system and operation is described below.

**1. Downtown Central Plant Systems and Their Operation****A. Cooling Tower System:**Description:

One (1) three celled 800 tons/cell Marley cooling tower, model #NC8307J

**B. Water Chillers and Thermal Storage:**Description:

Four (4) York centrifugal chillers, 600 tons each.

1450 GPM Condenser each

1250 gpm chilled water each.

Total designed tonnage 2400 with zinc anodes.

Operation:

Average tonnage used monthly:	Summer:	7 months	1200 tons
	Winter:	5 months	500 tons
Average hours per day:	Summer:	20 hours	
	Winter:	16 hours	
Average number of days per year:		365	
Normal Chilled water temperature:	Out:	44 degrees	
	Return:	54 degrees	
Normal Condenser water temperature:	Inlet:	70 degrees	
	Outlet:	80 degrees	
Average chilled water re-circulation rate:	Summer:	1,200 gpm	
	Winter:	300 gpm	
Average Condenser water re-circulation rate:	Summer:	6,000 gpm	
	Winter:	2,000 gpm	
Estimated make up at tower:	Summer:	1,000,000 gl/mo	
	Winter:	3,000,000 gl/mo	
Estimated make-up closed loops:		1,000 gl/mo	

**C. Boilers:**Description:

Four (4) P-K Thermic boilers 2.6 MBTH, Natural gas fired. In service 6 months annually.

Make-up water for boilers is 2% makeup and 98% condensate return.

Treatment make-up will be based on cost to treat 1,000 gallons of water for boiler system.

**Boiler # 1**

P-K THERMIC

MODEL # N3000-MFD

NATURAL GAS

3,000,000 BTU's /Hr.

208/230 VOLTS, 17 AMPS, SINGLE PHASE.

2,640 M BTU's/Hr. OUTPUT EACH.

SERIAL # GY-22-11-35574

**Boiler # 2**

P-K THERMIC

MODEL # N3000-MFD

NATURAL GAS

3,000,000 BTU's/Hr.

208/230 VOLTS, 17 AMPS, SINGLE PHASE.



2,640 M BTU's/Hr. OUTPUT EACH.

SERIAL # GY-22-11-35575

**Boiler # 3**

P-K THERMIC

MODEL # N3000-MFD

NATURAL GAS

3,000,000 BTU's/Hr.

208/230 VOLTS, 17 AMPS, SINGLE PHASE.

2,640 M BTU's/Hr. OUTPUT EACH.

SERIAL # GY-22-11-35576

208/230 VOLTS, 17 AMPS, SINGLE PHASE.

**Boiler # 4**

P-K THERMIC

MODEL # N3000-MFD

NATURAL GAS

3,000,000 BTU's /Hr.

208/230 VOLTS, 17 AMPS, SINGLE PHASE.

2,640 M BTU's/Hr. OUTPUT EACH.

SERIAL # GY-22-11-35577

208/230 VOLTS, 17 AMPS, SINGLE PHASE.

D. Closed loop System for Treatment of heating and Cooling Water:

Description: Cooling consists of 35,000 gallons chilled water capacity

Heating consists of 18,000 gallons on the chilled loop and 150 gallons on the heating loop. The heating season is November through March.

**2. Juvenile Center Central Plant**

A. Cooling Tower System:

Description:

Two (2) Baltimore Aircoil Company Series 1500, Model # 15365-2

Serial Numbers 97226881 and 97226891

Certified Capacity: 1800 USGPM from 90 degrees F to 80 degrees F @ 74.23 degrees F entering wet bulb.

Thermal performance certified by CTI certification standard STD-201.

Materials of construction:

Design and manufacturing processes are ISO 9001 certified. G-235 (Z700 Metric)

Hot-dipped galvanized steel structure with galvanized steel casing.

Hot Water Distribution Basin:

Heavy gauge G-235 (Z700 metric) hot dipped galvanized steel. Polypropylene metering orifices provide even distribution of water over the wet deck @ a maximum of 120 degrees F. (48.8 degrees C) water temperature.

Heavy gauge G-235 (Z700) hot dipped galvanized covers are provided to prevent algae and accumulation of debris in the deck.

Wet deck and integral drift eliminators:

Formed from polyvinyl chloride (PVC) and are impervious to rot, decay and fungus or biological attach and have a flame spread rating of 5 per ASTM Standard E84-77A.

Basin:

Heavy gauge G-235 (Z700 metric) hot dipped galvanized steel. Includes a depressed section with drain/clean-out.

Strainers:

Type 304 stainless steel lift out screen is provided with anti-vortexing baffles to prevent air entrapment.

Water Level Control:

Consists of a bronze make up valve with unsinkable polystyrene filled plastic float. Make up valve is suitable for 15 psig to 50 psig supply pressure.

Basin Volume:

Approximately 2000 gallons total.

B. Tower Sand Filters:

Description:

Two sand screen filters, continuously operated, automatic backwash @ 10 psi

differential. One filter per tower. Manufacturer, Hydrokleen. Filters are skid mounted. Tanks construction stainless steel. Each filter has a Peerless end suction, closed coupled, frame mounted centrifugal pump.

C. Water Chillers and Thermal Storage:

Description:

Model #2-CVHF770

Refrigerant 1040 lbs. of R -123

## Materials of Construction:

Copper tubing, high efficiency type, with internal and external fins.

Steel tube sheets and heads with zinc anodes.

Miscellaneous stainless steel, brass, cast iron components.

## D. Heat Exchanger:

Description:

Plate and frame heat exchanger, Polaris Manufacturing

Model number S120.1S.194

Serial number: A1001

Design pressure: 100 psig

Plate material: 304 stainless steel

## E. Chilled Water Closed Loop:

## Capacity:

Approximately 10,000 gallons.

Make-up water: Softened water

Softener manufacturer - Marlo, Inc.

Model Number MGT-90-1 ½

Capacity - Maximum 90K grains

Maximum flow rate 42 GPM

Operating pressure 25 to 120 psi.

## Filtration:

Manufacturer: Hayward Industrial Products

Type - Polypropylene slipstream bag filter

Model number FLT4202

Maximum working pressure 150 psig @ 70 degrees F.

Maximum working temperature 240 degrees (body only)

Maximum flow rate 100 GPM, without filter bag

Solids collection capacity - 25 lbs.

## F. Hot Water System:

Description:

Boilers: Manufacturer - Rite Engineering and Mfg. Co.

**#1 Boiler**

RITE model number 425

Serial number 26762

Pressure rated @ 125 lbs.

4250 M BTU's/Hr.

84 ea. 2" dia. tubes

Heating surface 405 sq. ft.

**#2 Boiler**

RITE model number 050

Serial number 26764

Pressure rated @125 lbs.

10500 M BTU's /Hr.

188 ea. 2: dia tubes

Heating surface 1000 sq. ft.

**#3 Boiler**

RITE model number 050

Serial number 26763

Pressure rated @ 125 lbs.

10500 M BTU's /Hr.

188 ea 2" diameter tubes

Heating surface 1000 sq. ft.

## G. Hot Water Closed Loop:

## Capacity:

Approximately 10,000 gallons.

## Makeup Water

Softened water, Softener Manufacturer - Marlo, Inc.

Model number MGT-90-1 ½

Capacity - Maximum 90K grains

Maximum flow rate 42 GPM

Operating pressure 25 to 120 psi

Filtration:

Manufacturer - Hayward Industrial Products  
 Type - Polypropylene slipstream bag filter  
 Model number FLT 4202  
 Maximum working pressure 150 psig @ 70 degrees F  
 Maximum working temperature 240 degrees F. (body only)  
 Maximum flow rate 100 GPM without filter bag  
 Solids collection capacity 25 lbs.  
Operation:  
 700 ton maximum load, April through October 24 hrs/day  
 Less than 500 maximum ton load, remainder year, up to  
 24 hrs/day, 7 days/week, 365 days/year.

**Downtown Maintenance Buildings****Legal Services Building**Description of Systems and Their OperationCooling Tower System Description**COOLING TOWER #1**

BALTIMORE AIR COIL COMPANY

MODEL # 3412C-LM

SERIAL# U094966202

**COOLING TOWER #2**

BALTIMORE AIR COIL COMPANY

MODEL # 3412C-LM

SERIAL# U094966201

Operation:

Open Loop weekly water testing

Water Chillers and Thermal StorageDescription:**CHILLER #1**

YORK 400 TONS with zinc anodes

MODEL# 4CCH193L0088YD YSDCDAS3-CMA0

SERIAL# YEYM687451

**CHILLER #2**

YORK 400 TONS with zinc anodes

MODEL# 4CCH193L0084YD YSDCDAS3-CMA0

SERIAL# YEYM687417

Operation:

Closed Loop Closed system inhibitor service

**Public Works**Description of Systems and Their OperationCooling Tower System Description

TOWER #1 EVAPCO 400 TONS

MODEL# AT8126

SERIAL# 7321126

TOWER #2 EVAPCO 230 TONS

MODEL# AT 891

SERIAL# 7321122

Operation:

Open Loop weekly water testing

Water Chillers and Heating systems

Description:

CONDENSER WATER PUMP #1A&amp;1B

MOTOR WEG MODEL #03018EP3E286T

PUMP BELL-GOSSET 1510BF10.625

CONDENSER WATER PUMP #2A&amp;2B

MOTOR MARATHON EVL254TTFC4026AA

PUMP BELL-GOSSET 1510BF9.25

CONTROL AQUATRAC MULTI-FLEX

M10 CONTROLLER

SERIAL # M11750405

Operation:

Closed Loop Closed system inhibitor service

**Building 97**

Description of Systems and Their Operation

Cooling Tower System Description

Carrier Closed System Roof Top Unit Air Cooled

Operation:

Closed Loop Closed system inhibitor service

Water Chillers and Thermal Storage

Description:

SERIAL# 1806Q8118

Operation:

Air cooled no treatment needed

**240 N. Stone**

Description of Systems and Their Operation

Cooling Tower System Description

TOWER#1 EVAPCO

MODEL#AT312754

SERIAL#12474391

CONSIDERED 1 UNIT

TOWER#2 EVAPCO

Operation:

Open loop weekly water tests

AMCT COOLING TOWER CORP 45 TONS

MODEL #ST-60

SERIAL # 99218

Operation:

Open Loop weekly water testing

Water Chillers and Thermal Storage

Description:

COMPRESSOR CARLYLE 45 TON

MODEL # 5H40-149

SERIAL # 3610V05043

TANK ACME INDUSTRIES INC.

MODEL # 111-1407

SERIAL # 1965-1790

Operation:

Freon system no treatment needed

**Joel Valdez Main Library 101 N. Stone**

Description of Systems and Their Operation

Cooling Tower System Description

**TOWER #1** EVAPCO

MODEL# AT-1958

SERIAL# 5-120496

**TOWER #2** EVAPCO

MODEL# AT-1958

SERIAL# 5-120497

Operations:

Open loop weekly water tests

Water Chillers and Thermal Storage

Description:

**CHILLER #1** YORK 200 TONS with zinc anodes

MODEL# YT A2 B1 B2-CG D

SERIAL# YKVM 423268

**CHILLER #2** YORK 200 TONS with zinc anodes

MODEL# YT A2 B1 B2-CG D

SERIAL# YKVM 423269

**BOILER #1** RBI 1,147,500 BTU's /Hr.  
 MODEL# FB1500  
 SERIAL# 090643818  
**BOILER #2** RBI 1,147,500 BTU's /Hr.  
 MODEL# FB1500  
 SERIAL# 090643869

**B. of A. 33 N. Stone Avenue**

Description of Systems and Their Operation  
 Cooling Tower System Description

**TOWER #1** EVAPCO  
 MODEL# AT29.224  
 SERIAL# 8-330887

**TOWER #2** EVAPCO  
 MODEL# AT29.224  
 SERIAL# 8-330888

Operations:

Open loop weekly water tests  
 Water Chillers and Thermal Storage

Description:

**CHILLER #1** TRANE 400 TON  
 MODEL# CVHE500 (LEFT)  
 SERIAL# L08A00068  
**CHILLER #2** TRANE 400 TON  
 MODEL# CVHE500 (RIGHT)  
 SERIAL# L08A00078

**Administration West 150 W Congress St. (Closed Loop)**

Description of Systems and Their Operation  
 Cooling Tower System Description

No tower air cooled

Operations:

No tower air cooled

**Building 200 N Stone Ave. (Closed Loop)**

Description of Systems and Their Operation  
 Cooling Tower System Description

No tower air cooled

Operations:

No tower air cooled

**Ajo Corridor Buildings**

1. **Sheriff Administration**

Description of Systems and Their Operation  
 Cooling Tower System Description

TRANE AIR COOLED CHILLER 153 TON  
 MODEL# RTAC1704UKOH  
 SERIAL# U05H03613

Operations:

Air cooled no treatment needed  
 Water Chillers and Thermal Storage

Description:

**AIR HANDLER #1** HUNTAIR  
 MODEL# 1510 BF 7.25  
 SERIAL# C00 4250 02 H50  
**AIR HANDLER #2** HUNTAIR  
 MODEL# 1510 BF 7.25  
 SERIAL# C00 4250 01 H50

Operations:

Closed Loop Closed system inhibitor service

2. **Adult Probation**

Description of Systems and Their Operation

## Cooling Tower System Description

**TOWER #1** EVAPCO

MODEL# AT829B

SERIAL# 13-656372

Operations:

Open loop weekly water tests

Water Chillers and Thermal Storage

Description:**CHILLER #1** YORK 64 TON

MODEL# YCWL0064S346

SERIAL# 2BBM023316

**CHILLER #2** YORK 64 TON

MODEL# YCWL0064S346

SERIAL# 2BBM023317

**BOILER #1** PARKER 1800 M BTU's/Hr.

MODEL# T-1730

SERIAL# 43431

Operations:

Closed system Closed system inhibitor service

**Will soon be changed out to Lochinvar boiler**3. **Kino Service Center**Description of Systems and Their Operation

## Cooling Tower System Description

No tower air cooled

Operations:

No tower air cooled

Water Chillers and Thermal Storage

Description:**CHILLER #1** TRANE 60 TON

MODEL# CGAFC604AHA100DE

SERIAL# C03D03197

**CHILLER #2** TRANE 30 TON

MODEL# CGAFC304AHA100DE

SERIAL# C03D03198

Operations:

Closed system Closed system inhibitor service

4. **Herbert K. Abrams Public Health Center**Description of Systems and Their Operation

## Cooling Tower System Description

**TOWER #1** BALTIMORE AIR COIL

MODEL# 3455A-MM-2

SERIAL# U053321701

Operations:

Open loop weekly water tests

Water Chillers and Thermal Storage

Description:**CHILLER #1** YORK 450 TON

MODEL# YKDFDG07-CNFS

SERIAL# SARM-041040

**CHILLER #2** YORK 450 TON

MODEL# YKDFDG07-CNFS

SERIAL# SARM-041150

Operations:

Closed system Closed system inhibitor service

5. **Forensic Science Center 2825 E District St. (Closed Loop)**Description of Systems and Their Operation

## Cooling Tower System Description

No tower air cooled

Operations:

No tower air cooled

### Outlying Maintenance Buildings

#### 1. Green Valley Library

Description of Systems and Their Operation

Cooling Tower System Description

No tower air cooled

Operations:

No tower air cooled

Water Chillers and Thermal Storage

Description:

**CHILLER #1** CARRIER 12.5 TON

MODEL# 30GB040530

SERIAL# 0290F80183

**AIR HANDLER #1** CARRIER

MODEL# 39MW08D0201FQ13XCS

SERIAL# 2910V19205

**AIR HANDLER #2** CARRIER

MODEL# 39MW08D0201FQ13XCS

SERIAL# 2910V19209

**AIR HANDLER #3** CARRIER

MODEL# 39MW21D0201R312XCS

SERIAL# 2910V19211

**AIR HANDLER #4** CARRIER

MODEL# 39MW08D0201R423XCS

SERIAL# 2910V19214

**BOILER #1** RITE 480,000 BTU's/Hr.

MODEL# 48

SERIAL# 22936

Operations:

Closed system Closed system inhibitor service

#### 2. Parks and Recreation

Description of Systems and Their Operation

Cooling Tower System Description

**COOLING TOWER #1** EVAPCO

MODEL# ATC80EIG

SERIAL# 13631559

MAMMOTH INC. 70 TON

MODEL# CLBEP-702-78-VAV

SERIAL# 39978-1

Operations:

Open Loop weekly water testing

#### 3. PECOC 3434 E. 22<sup>nd</sup> Street (Under Warranty)

Description of Systems and Their Operation

Cooling Tower System Description

**TOWER #1** EVAPCO 211 TONS

MODEL# UT 19-78

SERIAL# 11-460759

**TOWER #2** EVAPCO 211 TONS

MODEL# UT 19-78

SERIAL# 11-460760

**TOWER #3** EVAPCO 211 TONS

MODEL# UT 19-78

SERIAL# 11-460761

Operations:

Open loop weekly water tests

Water Chillers (2) and Thermal Storage

Description:

**CHILLER #1** CARRIER 126 TON

MODEL# 30 HXC 126 RZ-650 KA

SERIAL# 2703 Q 02869  
**CHILLER #2** YORK 198 TONS  
 MODEL# YCWL0198SE46  
 SERIAL# 2NXM014563  
**CHILLER #4** YORK AIR COOLED 200 TONS  
 MODEL# YVAA0233BEV46BAVB  
 SERIAL# 2NXMO14490  
**BOILER #1** LOCHINVAR 1.45MMBTU  
 MODEL# CBN 1796  
 SERIAL# B 07H00 – 194919  
**BOILER #2** LOCHINVAR 1.45MMBTU  
 MODEL# CBN 1796  
 SERIAL# C12H00239516  
Operations:  
 Closed system Closed system inhibitor service

**ROMP LAB CENTER 3035 E Camino Del Cerro**

Description of Systems and Their Operation  
 Cooling Tower System Description

**TOWER #1** MARLEY  
 MODEL# ?  
 SERIAL# 10036745-A2-NC8402SG-11

Operations:  
 Open loop weekly water tests  
 Water Chillers and Thermal Storage

Description:  
**CHILLER #1** TRANE 200 TON  
 MODEL# 19XRV2021234BES64  
 SERIAL# 2311Q20774  
**CHILLER #2** TRANE 200 TON  
 MODEL# 19XRV2021234BES64  
 SERIAL# 2311Q20775

Operations:  
 Closed system Closed system inhibitor service

**Mission Road Buildings**

**6. Main Jail**

Description of Systems and Their Operation  
 Cooling Tower System Description  
 No cooling tower 2 air cooled chillers

Operations:  
 No cooling tower 2 air cooled chillers  
 Air cooled Chillers and Thermal Storage

Description:  
**CHILLER #1** CARRIER 65 TON  
 MODEL# 30GT-070-600  
 SERIAL# 5192F28303  
**CHILLER #2** CARRIER 65 TON  
 MODEL# 30GT-070-600  
 SERIAL# 5192F28303  
**HEATING BOILER #1** PENTHOUSE LOCHINVAR  
 MODEL# CBN-1255  
 SERIAL# CO 2719  
**HEATING BOILER #2** FIRST FLOOR LOCHINVAR  
 MODEL# CBN-1255  
 SERIAL# CO 2719

Operations:  
 Closed system Closed system inhibitor service

**Main Jail East**

Description of Systems and Their Operation



Cooling Tower System Description

**COOLING TOWER #1** EVAPCO

MODEL# AT29-518

SERIAL# C02K09589

**COOLING TOWER #2** EVAPCO

MODEL# AT29-518

SERIAL# C02K09590

Operations:

Weekly water test

Water Chillers and Thermal Storage

Description:

**CHILLER #1** MCQUAY 75 TON

MODEL# WS-0063-D-AAA

SERIAL# E744171010

**CHILLER #2** MCQUAY 75 TON

MODEL# WS-0063-D-AAA

SERIAL# E744171020

**BOILER #1** RITE 2.0 MM BTU/HR

MODEL# 200W

SERIAL# 28778

Description RITE 2.0 MM BTU/HR

MODEL# 200W

SERIAL# 28779

Operations:

Closed system Closed system inhibitor service

**Main Jail Annex**

Description of Systems and Their Operation

Cooling Tower System Description

No Tower air cooled

Operations:

No Tower air cooled

Water Chillers and Thermal Storage

Description:

**AIR HANDLER #1** TRANE

MODEL# 6339070-01

SERIAL# V85G52130

**AIR HANDLER #2** TRANE

MODEL# 6339070-03

SERIAL# V85G52131

**AIR HANDLER #3** TRANE

MODEL# 6339070-02

SERIAL# V85G52132

**BOILER #1** RAY PAK .627 MM BTU/HR

MODEL# EG24WT

SERIAL# 0285100742

**BOILER #2** RAY PAK .090 MM BTU/HR

MODEL# E1831 TB

SERIAL# 0285100997

**BOILER #3** RAY PAK 1.63 MM BTU/HR

MODEL# E163ITB

SERIAL# 0285100997

Operations:

Weekly water treatment

**SECTION D: Chemicals and Testing Equipment**

All containers used for water treatment chemical formulations are to be returnable or reusable containers. These are to be 55 gallon and 35 gallon drums only. Five (5) gallon pails are acceptable. Smaller containers are acceptable for specialty products. All empty drums (5, 35, 55 gallon) must

be removed promptly from the facility by the supplier. Drum deposits are not acceptable. Other requirements are listed below.

A. Maintenance Chemical Treatment

Products are to be effective for the intended purpose of meeting performance specifications in No. I Section B. No molybdate based products are acceptable.

B. Chilled Water:

Corrosion inhibition technology shall meet requirements listed in Section B.

C. Corrosion Coupon Rack

A PVC corrosion coupon rack shall be provided for the cooling tower water systems. It shall incorporate four (4) stations a flow indicator, flow control device, strainer and isolation valves.

Insertion/Removal is to be on a 90 day interval. All results (reported in mills per year) are to be returned with laminated coupons. See SECTION F- A.

### SECTION E: Water Characteristics:

A. Cooling and Chilled Water makeup

Source: City of Tucson Water

Water quality is known to vary. Recent Analysis for downtown area is provided below.

Parameter	January/February	May
Total Hardness, CaCO	240	236
Calcium, CaCO	112 mg/l	70 mg/l
Magnesium, CaCO	21/mg/l	13 mg/l
M-alkalinity, CaCO	224 mg/l	180 mg/l

Parameter	January	June
pH	7.7	7.83
Chloride, Cl	44 mg/l	33 mg/l
Conductance, :mhos	1060 mhos	748 mhos
Sulfate, So	203 mg/l	150 mg/l
Copper, Cu	1.3 ppm	
Iron, Fe	0.85 mg/l	.02 mg/l
Fluoride, F	.68 mg/l	.63 mg/l
Phosphorous, P	less than 0	less than 0
Ammonia, NH	less than 0	less than 0
Turbidity	less than 1 NTU	less than 1NTU

Prospective respondents are invited to procure a sample of raw city water from each plant.

### SECTION F: Performance Specifications

- To limit the general corrosion rates of mild steel, copper alloys, and galvanized steel, in open recirculating cooling systems to less than 3.0, 0.2, and 3.0 mils per year respectively. **Pitting attack is unacceptable.**
- To limit the general corrosion rates of mild steel and copper alloys in closed recirculating cooling and heating systems to less than 0.5 and 0.1 mils per year respectively. **Pitting attack is unacceptable.**
- To prevent calcium carbonate scale formation, or other inorganic scale formation, heat exchange equipment, including cooling towers.
- To prevent the accumulation of suspended solids and microbiological growth in heat exchange equipment including cooling towers.
- To limit total bacteria growth in open recirculating systems to 10,000 colony forming units per milliliter (CFU/ml).
- To limit total bacteria growth in closed recirculating systems to 10 1,000 CFU/ml.
- To prevent sulfate reducing bacteria (SRB) in open or closed recirculating systems.
- To minimize the cost of Water and Electrical energy to the county with the number of cycles of concentrate added to maintain the system.

### **END OF APPENDIX A: WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES SCOPE OF WORK**

**APPENDIX B: UNIT PRICE TABLE**

**UNIT PRICES (Net 30 day Payment Terms)**

Pima County reserves the right to add similar services (sites) at a mutually agreed upon price at any time during the term of this contract. The County also reserves the right to remove sites as needed.

- 1) The pricing sheet has three sections.
  - a. SECTION 1 is for the services and supplies that are required on a regular basis which should result in a total award amount of \$100,000.00 for the term of the contract. This section will be used in the evaluation and award.
  - b. SECTION 2 covers labor charges for services that will occur outside of the items listed in the Scope of Work. This may include but not be limited to items such as brushing out tubes to remove residue. This section will be used in the evaluation and award.
  - c. SECTION 3 covers unit pricing on various chemicals that may need to be purchased that are outside of the chemicals required in the Scope of Work.

**SECTION 1:**

**All unit prices shall be filled in.** Failure to do so shall be cause for rejection as non-responsive

<b>SITES Downtown Maintenance Buildings</b>	Annual cost of Chemicals used in treating equipment, per location (\$):	Annual cost of service as listed in Exhibit A: Scope of Work (\$):	<b>Total Annual Cost Each Location (\$) Add the above items:</b>
Downtown Central Plant 190 W. Pennington			
Legal Services Building 32 N. Stone Ave			
Public Works Building 201 N. Stone Ave			
*Building 97 97 E. Congress St.			
Public Service Building 240 N. Stone			
Joel Valdez Main Library 101 N. Stone Ave.			
Bank of America Building 33 N. Stone Ave.			
*Administration West 150 W Congress St.			No Charge
*Building 200 N Stone Ave.			No Charge

***\*These buildings are Air Cooled and or closed loop systems and need little or no treatment.***

**All unit prices shall be filled in.** Failure to do so shall be cause for rejection as non-responsive.

<b>SITES Ajo Corridor Buildings</b>	Annual cost of Chemicals used in treating equipment, per location (\$):	Annual cost of service as listed in Exhibit A: Scope of Work (\$):	<b>Total Annual Cost Each Location (\$) Add the Above Items:</b>
Juvenile Court Central Plant 2225 E. Ajo Way			
*Sheriff Administration 1750 E. Benson Hwy.			No Charge
Adult Probation 2695 E. Ajo Way			
*Kino Service Center 2797 E. Ajo Way			No Charge
Herbert K. Abrams 3950 S. Country Club Rd.			
*Forensic Science Center 2825 E District St			No Charge

All unit prices shall be filled in. Failure to do so shall be cause for rejection as non-responsive.

<b>SITES Outlying Maintenance Buildings</b>	Annual cost of Chemicals used in treating equipment, per location (\$):	Annual cost of service as listed in Exhibit A: Scope of Work (\$):	<b>Total Annual Cost Each Location (\$) Add the Above Items:</b>
Green Valley Library* 601 La Canada			
Parks and Recreation 3500 W. River Road			
PECOC 3434 E. 22 <sup>nd</sup>			
ROMP Lab 3035 E Camino Del Cerro			
*El Banco Building 801 W. Congress			No Charge
*Catalina Library 15560 N Oracle Rd. Catalina			No Charge

*\*These buildings are Air Cooled and/or closed loop systems and need little or no treatment*

All unit prices shall be filled in. Failure to do so shall be cause for rejection as non-responsive.

<b>SITES Mission Road Buildings</b>	Annual cost of Chemicals used in treating equipment, per location (\$):	Annual cost of service as listed in Exhibit A: Scope of Work (\$):	<b>Total Annual Cost Each Location (\$) Add the Above Items:</b>
East Unit 1270 W. Silver-lake			
Main Jail Facility 1270 W. Silverlake			
Main Jail Annex 1300 W. Silverlake			No Charge

<b>FOB Destination/Unloaded; Cost of freight should be included in unit price. Although taxes will be paid IF applicable do NOT include sales tax in unit price.</b>	<b>TOTAL AMOUNT FOR SECTION 1</b>	
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**SECTION 2:**

All unit prices shall be filled in. Failure to do so shall be cause for rejection as non-responsive.

<b>ITEM #</b>	<b>ITEM NAME</b> Items to include and satisfy all Offer Agreement requirements, General & Item Specifications	<b>ESTIMATED ANNUAL USAGE QUANTITY</b>	<b>UOM</b>	<b>UNIT PRICE \$</b>	<b>EXTENDED AMOUNT \$</b>
1	REGULAR HOURLY RATE: ALL WORK DONE BETWEEN THE HOURS OF 7:30 AM AND 5:30 PM, MONDAY THROUGH FRIDAY.	50	HOUR		
1	OVERTIME/WEEKEND/*HOLIDAY RATE: ANY WORK DONE BEFORE OR AFTER THE HOURS OF 7:30 AM AND 5:30 PM, MONDAY THROUGH FRIDAY.	15	HOUR		
	<b>FOB Destination/Unloaded; Cost of freight should be included in unit price. Although taxes will be paid IF applicable do NOT include sales tax in unit price.</b>			<b>TOTAL AMOUNT FOR SECTION 2</b>	

**\*PER PIMA COUNTY HOLIDAY SCHEDULE**

New Year's Day	Martin Luther King, Jr.	Civil Rights Day	Lincoln/Washington
President's Day	Memorial Day	Independence Day	Labor Day
Veterans' Day	Thanksgiving Day	Day after Thanksgiving	Christmas Day

	<b>TOTAL AMOUNT FOR SECTION 1</b>				
	<b>TOTAL AMOUNT FOR SECTION 2</b>				
	<b>FOB Destination/Unloaded; Cost of freight should be included in unit price.</b>			<b>TOTAL BID</b>	
	<b>Although taxes will be paid <u>IF</u> applicable do <u>NOT</u> include sales tax in unit price.</b>				

Both sections will be used, with other factors, in the evaluation process to determine low bid and to secure unit prices for the first term of the contract.

**APPENDIX B: UNIT PRICE TABLE**

**SECTION 3:**

**All unit prices shall be filled in.** Failure to do so shall be cause for rejection as non-responsive.

<b>ITEM #</b>	<b>ITEM NAME</b> Items to include and satisfy all Offer Agreement requirements, General & Item Specifications	<b>ESTIMATED ANNUAL USAGE QUANTITY</b>	<b>UOM</b>	<b>UNIT PRICE \$</b>	<b>EXTENDED AMOUNT \$</b>
1	Corrosion Scale Inhibitor C-392 (30 Gallon Drum)	8	DRUM		
2	Non-Oxidizing Biocide BC-355 (55 Gallon Drum)	3	DRUM		
3	Bleach C-126 (30 Gallon Drum)	8	DRUM		
4	Sulfite B-503 (30 Gallon Drum)	1	DRUM		
5	Phosphate B-206 (30 Gallon Drum)	1	DRUM		
6	Caustic 20% (5 Gallon Bucket)	5	BUCKET		
7	Amine B-400 (5 Gallon Bucket)	2	BUCKET		
8	Closed Loop Inhibitor Hot & Cold C-456 (30 Gallon Drum)	3	DRUM		
9	Chlorine Tablets (5 Gallon Drum)	16	DRUM		
10	Tolytriazole Reagent	4	EACH		
11	Phosver III Reagent	4	EACH		
12	Silica Kit Reagent 1-2-3	6	EACH		
13	EDTA Titrant (1 Gallon Bottle)	3	BOTTLE		
14	Conductivity Standard (Quart)	2	EACH		
15	N/50 Sulfuric Acid (1 Gallon Bottle)	1	BOTTLE		
16	Potassium Iodate (1 Gallon Bottle)	2	BOTTLE		

CONTRACT NO. 15000		WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES			
17	Sodium Hydroxide (Quart)	3	EACH		
18	Starch Indicator (Quart)	2	EACH		
19	TDS Neutralizing Solution (Pint)	2	EACH		
20	PH 7 Buffer (Pint)	1	EACH		
21	PH 4 Buffer (Pint)	1	EACH		
22	Magnesium Anodes	25	EACH		
23	Water Testing Kits Palin Test	10	KIT		
24	PH/Conductivity Meter TpH1	1	EACH		
	<b>FOB Destination/Unloaded; Cost of freight should be included in unit price. Although taxes will be paid IF applicable do NOT include sales tax in unit price.</b>			<b>TOTAL AMOUNT FOR CHEMICALS</b>	

**END OF APPENDIX B: UNIT PRICE TABLE**

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
WATER & ENERGY SYSTEMS TECHNOLOGY, INC.**

**EXHIBIT B**  
Scope of Work

**PROJECT**

Provide water treatment chemicals and monthly service to cooling towers at the Glendale Municipal Office Complex, Main Public Safety Building, Glendale Regional Public Safety Training Complex, Main Library, Foothills Branch Library, Velma Teague Branch Library, Civic Center, Western Area Water Treatment Plant, Foothills Aquatic Center, and other services on an as-needed basis.

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
WATER & ENERGY SYSTEMS TECHNOLOGY, INC.**

**EXHIBIT C**

**METHOD AND AMOUNT OF COMPENSATION**

Method and amount of compensation is in accordance with Section 3 of this agreement.

**NOT TO EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$200,000 for the entire term of the Agreement.

**DETAILED PROJECT COMPENSATION**

City shall pay Contractor compensation in accordance with the rates as set forth in the Pima County Procurement Department Contract, No. 1700000000000000009, for Water Treatment Chemicals and Supervisory Services.





## Legislation Description

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**File #: 16-487, Version: 1**

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**AUTHORIZATION TO ENTER INTO A SERVICES AGREEMENT WITH BETTS SPRING COMPANY, DOING BUSINESS AS BETTS TRUCK PARTS AND SERVICE, FOR REPAIR OF HEAVY DUTY VEHICLES**

Staff Contact: Jack Friedline, Director, Public Works

**Purpose and Recommended Action**

This is a request for City Council to authorize the City Manager to enter into a Services Agreement with Betts Spring Company, doing business as (dba) Betts Truck Parts and Service, for repair of heavy duty vehicles, in a total amount not to exceed \$375,000 for the entire term of the five-year agreement.

**Background**

Public Works maintains a diverse fleet of vehicles and associated equipment used to support key city operations. The purchase of parts, service, and accessories for the repair of heavy duty vehicles and equipment from outside vendors is required to keep vehicles and machinery functioning properly. The cost for this service is charged back to the responsible departments.

**Analysis**

Betts Spring Company is a manufacturer of heavy duty leaf springs for a variety of vehicles, including trucks, refuse trucks, fire engines, and trailers. Betts Truck Parts and Service is the sole authorized repair center in the western United States for heavy duty leaf springs for heavy duty vehicles in the city's fleet, including vehicles for solid waste management, fire, parks, and street maintenance. Materials Management has reviewed and approved the sole source procurement request for Betts Spring Company dba Betts Truck Parts and Service as a five-year Agreement.

This Agreement will allow Fleet Management to maintain heavy duty vehicles on an as-needed basis.

**Community Benefit/Public Involvement**

The use of outside vendors for the repair of heavy duty vehicles and equipment 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.

**Budget and Financial Impacts**

Funding is available in the Fiscal Year 2015-16 Fleet Management operating budget. Expenditures with Betts Truck Parts and Service are not to exceed \$375,000 for the entire term of the five-year agreement, contingent upon Council Budget approval.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$375,000</b>	<b>2590-18300-516200, Fleet Management</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**SERVICES AGREEMENT  
(Not Construction Related)  
BETTS SPRING COMPANY DBA BETTS TRUCK PARTS AND SERVICE**

This Services Agreement ("Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City") and Betts Spring Company, a California corporation, authorized to do business in Arizona dba Betts Truck Parts and Service ("Consultant") as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016 ("Effective Date").

**RECITALS**

- A. City intends to undertake a project for the benefit of the public and with public funds (the "Project");
- B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B, Project Scope of Work** ("Scope");
- C. Consultant desires to provide City with services ("Services") consistent with industry-best 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 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.

2. **Schedule.** The Services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project. Nevertheless, this Agreement terminates five years from the effective date.

**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.

- a. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.
- b. Consultant must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Consultant will require any Sub-contractor to be bound to the same requirements as stated within this section. Consultant, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Work Product.

- a. Ownership. Upon receipt of payment for Services furnished, Consultant grants to City exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
  - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
  - (2) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
  - (1) City may reuse the Work Product at its sole discretion.
  - (2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.
  - (3) In such case, City will also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

- 4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed \$375,000 for the entire term of the five-year Agreement as specifically detailed in **Exhibit D** ("Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.
  - a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.
  - b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.
  - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.
- 4.3 Allowances. An "Allowance" may be identified only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.

- a. As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts and any unused allowance at the completion of the Project will remain with City.
- b. Consultant may not add any mark-up for work identified as an Allowance and which is to be performed by a Subconsultant.
- c. Consultant will not use any portion of an Allowance without prior written authorization from the City.
- d. Examples of Allowance items include, but are not limited to, subsurface pothole investigations, survey, geotechnical investigations, public participation, radio path studies and material testing.

**5. Billings and Payment.**

5.1 Applications.

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

5.2 Payment.

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

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

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

**6. Termination.**

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

- a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.

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

- a. Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than

the equitable amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provisions of Sec. 5.

- b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

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

8. **Insurance.** For the duration of the term of this Agreement, Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Consultant, its agent(s), representative(s), employee(s) and any subcontractors.

8.1 **Minimum Scope and Limit of Insurance.** Coverage must be at least as broad as:

- a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
- c. Worker's Compensation: Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.

8.2 **Other Insurance Provisions.** The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:

- a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Consultant or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.
- b. For any claims related to this Project, the **Consultant's insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.

8.3 **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 Consultant has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.

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

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

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

8.6 **Subcontractors.** Consultant 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 Consultant, the Project or the insurer.

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

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

11. **Notices.**

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

- a. The Notice is in writing; and
- b. Delivered in person or by 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.

11.2 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:

Betts Spring Company dba Betts Truck Parts and Service  
 c/o Jeff Youngberg  
 7375 W. Buckeye Road, Ste 100  
 Phoenix, AZ 85043

- 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 Montana Slack  
 6210 W. Myrtle Avenue, Ste 111  
 Glendale, Arizona 85301

With required copy to:

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

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

- c. Concurrent Notices.

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

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, if any,, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

12.2 Interpretation.

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

12.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

12.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.

12.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

12.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.

12.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

13. **Term.** The term of this Agreement commences upon the effective date and continues for a five-year period. There are no automatic renewals.

14. **Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

15. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Scope of Work
Exhibit C	Schedule
Exhibit D	Compensation

[SIGNATURES ON FOLLOWING PAGE.]

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

City of Glendale,  
an Arizona municipal corporation

\_\_\_\_\_  
By: Kevin R. Phelps  
Its: City Manager

ATTEST:

\_\_\_\_\_  
Julie K. Bower  
City Clerk (SEAL)

APPROVED AS TO FORM:

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

Betts Spring Company, a California corporation  
dba Betts Truck Parts and Service

\_\_\_\_\_  
By: John Devany  
Its: Sales Manager

**EXHIBIT A**  
**Services Agreement**

PROJECT

Betts Spring Company dba Betts Truck Parts and Service is the sole authorized repair center for heavy duty leaf springs for heavy duty vehicles. See attached letter from Betts Truck Parts and Service.



Earning Your Trust, Mile after Mile®

Attn: Dr. Montana Slack  
Equipment Management Superintendent  
City of Glendale  
6210 W Myrtle Ave, Suite 111  
Glendale, AZ 85301-1700

Betts Spring Company is a manufacture of heavy duty leaf springs for trucks, school buses, refuse trucks, fire engines, and trailers. Betts Truck Parts and Service at 7375 W Buckeye Ave, Suite 100, in Phoenix, AZ is the only authorized repair center for their products in the Western United States. Betts Truck Parts and Service is a parts and repair facility that specializes in heavy duty leaf spring, suspension, steering, drivetrain, brakes, and many other heavy duty lines

John Devany  
Sales Manager  
2867 South Maple Ave  
Fresno, CA 93725  
Cell (925) 683-5106  
Email: [john.devany@bettstruckparts.com](mailto:john.devany@bettstruckparts.com)

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



**EXHIBIT B**  
**Services Agreement**

SCOPE OF WORK

Betts Spring Company dba Betts Truck Parts and Service will provide heavy duty leaf spring repairs on vehicles in the City's fleet, including vehicles for sanitation, fire, parks and streets.

**EXHIBIT C**  
**Services Agreement**

SCHEDULE

Not applicable. Services are to be provided on an as-needed basis.

**EXHIBIT D**  
**Services Agreement**

**COMPENSATION**

**NOT-TO-EXCEED AMOUNT**

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed \$375,000 for the entire term of the of five-year agreement .

**DETAILED PROJECT COMPENSATION**

Betts Spring Company dba Betts Truck Parts and Service will provide heavy duty leaf spring repairs on vehicles in the City's fleet, including vehicles for sanitation, fire, parks and streets.



## Legislation Description

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**File #:** 16-490, **Version:** 1

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**AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH COMBS CONSTRUCTION COMPANY, INC., FOR THE NORTH APRON REHABILITATION PHASE I PROJECT**

Staff Contact: Jack Friedline, Director, Public Works

**Purpose and Recommended Action**

This is a request for the City Council to authorize the City Manager to enter into a Construction Agreement with Combs Construction Company, Inc., for the construction of the North Apron Rehabilitation Phase I Project in an amount not to exceed \$543,798.37.

**Background**

The North Apron area comprises parking and service areas for small aircraft. Recent pavement management reports indicate the area is in need of rehabilitation. In April 2016, Council approved a Professional Services Agreement with Dibble Engineering to provide design services. The design has been completed for Phase I of the North Apron Rehabilitation Project.

On July 28, 2016, the city advertised a Notice to Contractors for construction of the north apron rehabilitation. On August 15, 2016, the Engineering Department received five bids with Combs Construction Company, Inc. submitting the lowest responsive and responsible bid. The FAA has concurred with our recommendation to award the bid to Combs Construction Company, Inc.

**Analysis**

The Federal Aviation Administration (FAA) has emphasized the priority for federal grant money to be allocated for airport pavement projects to protect the long-term investments that have been made to the nationwide airport system. To receive grants, airports must complete design and request reimbursement when the construction is bid. The city has received the grant funding through the FAA Airport Improvement Program.

The North Apron Rehabilitation is a project in the 2017 - 2026 Capital Improvement Plan (CIP) for Fiscal Year (FY) 2017 and includes the FAA AIP grant funding for the construction of this project.

**Previous Related Council Action**

On August 9, 2016, Council authorized entering into a Grant Agreement with the Federal Aviation Administration in the amount of \$865,000 for the North Apron Rehabilitation project.

On April 12, 2016, Council authorized entering into Professional Services Agreement with Dibble & Associates Consulting Engineers, Inc., doing business as Dibble Engineering for the design services for the North Apron



Rehabilitation project.

**Community Benefit/Public Involvement**

The Airport plays an important role in meeting the demand for aviation services in the West Valley and serves as a general aviation reliever airport for Phoenix Sky Harbor International Airport. The north apron rehabilitation project will provide a suitable pavement structure and surface to transverse and park safely.

The Airport Administrator provides updates on this and other projects to the Aviation Advisory Commission during their monthly meetings. The Airport Master Plan and other information about the airport can be found on the airport website.

**Budget and Financial Impacts**

Funding is available in the Fiscal Year 2016-17 Airport Capital Improvement Plan budget. Expenditures with Combs Construction Company are not to exceed \$543,798.37.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$495,183</b>	<b>2120-79524-550800, North Apron Reconstruction Rehabilitation</b>
<b>\$48,616</b>	<b>2210-65078-550800, Airport Matching Funds</b>

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

## CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Combs Construction Company, Inc., an Arizona corporation, authorized to do business in Arizona ("Contractor") as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

### RECITALS

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

### AGREEMENT

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

#### 1. Project.

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

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

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

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

#### 1.3 Project Team.

(A) **Project Manager.** Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, to complete the project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement.

(B) **Project Team.**

- (1) The Project manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
- (2) Project Manager will have responsibility for and will supervise all other employees assigned to the project by Contractor.

(C) Sub-contractors.

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

2. **Schedule.** The Project will be undertaken in a manner that ensures it is completed in a timely and efficient manner. If not otherwise stated in Exhibit A, the Project shall be completed by no later than within forty- five (45) consecutive calendar days from and including the date of receipt of the Notice to Proceed.

3. **Contractor's Work.**

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

3.2 **Licensing.** Contractor warrants that:

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

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

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

3.4 **Coordination; Interaction.**

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

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

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

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

#### **4. Compensation for the Project.**

**4.1 Compensation.** Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$543,798.37, as specifically detailed in the Contractor's bid and set forth in Exhibit B ("Compensation").

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

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

#### **5. Billings and Payment.**

##### **5.1 Applications.**

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

##### **5.2 Payment.**

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

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

- (A) If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- (B) City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in

correcting the deficiency or deficiencies rejected for payment.

- (C) Contractor will provide, by separate cover, and concurrent with the execution of this Agreement, all required financial information to the City, including City of Glendale Transaction Privilege License and Federal Taxpayer identification numbers.
- (D) City will temporarily withhold Compensation amounts as required by A.R.S. 34-221(C).

## 6. Termination.

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

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

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

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

## 7. Insurance.

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

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

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

## 7.2 Sub-contractors.

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

**7.3 Indemnification.**

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

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

- 8. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Contractor warrant their compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.
- 9. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.
- 10. **Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.
- 11. **Notices.**
  - 11.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
    - (A) The Notice is in writing, and
    - (B) Delivered in person or by private express overnight delivery service (delivery charges prepaid), certified or registered mail (return receipt requested).
    - (C) Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
      - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier on or before 5:00 p.m.; or
      - (2) As of the next business day after receipt, if received after 5:00 p.m.

- (D) The burden of proof of the place and time of delivery is upon the Party giving the Notice.
- (E) Digitalized signatures and copies of signatures will have the same effect as original signatures.

11.2 **Representatives.**

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

Combs Construction Company, Inc.  
Attn: Michael Steg  
P.O. Box 10789  
Glendale, Arizona 85318

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

City of Glendale  
Attn: Wade Ansell  
5850 West Glendale Avenue  
Glendale, Arizona 85301

With required copies to:

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

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

- (C) Concurrent Notices.

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

- (D) Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

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

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

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

- (A) Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- (B) Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- (C) Any solicitation, addendums and responses submitted by the Contractor are incorporated fully into this Agreement as Exhibit A. Any inconsistency between Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.



**13.2 Interpretation.**

- (A) The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- (B) The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- (C) The Agreement will be interpreted in accordance with the laws of the State of Arizona.

**13.3 Survival.** Except as specifically provided otherwise in this Agreement each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

**13.4 Amendment.** No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval.

**13.5 Remedies.** All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

**13.6 Severability.** If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform to applicable law.

**13.7 Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

**14. Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

**15. Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Compensation

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

City of Glendale,  
an Arizona municipal corporation

\_\_\_\_\_  
By: Kevin R. Phelps  
Its: City Manager

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Combs Construction Company, Inc.,  
an Arizona corporation

\_\_\_\_\_  
By: Michael R. Steg  
Its: Vice President

WOMEN-OWNED/MINORITY BUSINESS  YES  NO

CITY OF GLENDALE TRANSACTION PRIVILEGE TAX NO. \_\_\_\_\_

FEDERAL TAXPAYER IDENTIFICATION NO. \_\_\_\_\_

**EXHIBIT A  
CONSTRUCTION AGREEMENT**

**PROJECT**

Mill 12,100 square yards of asphalt, excavate and replace aggregate base, and repave. This project also includes replacing catch basin grates and aircraft tie down assemblies, and applying a fog seal to an adjoining apron area, all as set forth in the Bid Documents.

**EXHIBIT B  
CONSTRUCTION AGREEMENT**

**COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

By bid, including all services, materials and costs.

**NOT-TO-EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$543,798.37.

**DETAILED PROJECT COMPENSATION**

As shown in detail on the Bid Schedule.

BID TABULATION

**PROJECT# 150609 - GLENDALE MUNICIPAL AIRPORT NORTH APRON REHABILITATION**

OPENED AT THE CITY OF GLENDALE, ENGINEERING DEPARTMENT  
5850 W. GLENDALE AVENUE, 3RD FLOOR

DATE: AUGUST 15, 2016 - 10:00 A.M.

	CONTRACTOR	BID BOND / CHECK	ACKNOWLEDGE ADDENDUM NO 1	TOTAL BASE BID
1	COMBS CONSTRUCTION COMPANY, INC.	BB	YES	\$543,798.37
2	CARSON CONSTRUCTION COMPANY, INC.	BB	YES	\$564,928.53
3	RK SANDERS INC.	BB	YES	\$704,957.00
4	AJP ELECTRIC, INC.	BB	YES	\$736,987.75
5	J. BANICKI CONSTRUCTION, INC.	BB	YES	\$763,223.35
6				
7				
8				
9				
10				



## Legislation Description

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**File #:** 16-491, **Version:** 1

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**AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC., DOING BUSINESS AS DIBBLE ENGINEERING, FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE NORTH APRON REHABILITATION PHASE I PROJECT**

Staff Contact: Jack Friedline, Director, Public Works

### **Purpose and Recommended Action**

This is a request for City Council to authorize the City Manager to enter into Amendment No. 1 to the Professional Services Agreement with Dibble & Associates Consulting Engineers, Inc., doing business as Dibble Engineering, Contract No. 10792, for construction administrative services in support of the North Apron Rehabilitation Phase I Project, in an amount not to exceed \$72,106.

### **Background**

The North Apron area comprises parking and service areas for small aircraft. Recent pavement management reports indicate the area is in need of rehabilitation.

In December of 2015, the Engineering Department advertised a Request for Proposals for the design and construction administration of this project. Five proposals were received and the evaluation committee selected Dibble Engineering as the best qualified firm based on their experience, project approach, and ability to provide the required services. Council approved a Professional Services Agreement with Dibble Engineering, Contract No. C-10792, for design services on April 12, 2016.

Council approved an Airport Improvement Program (AIP) Grant Agreement with the Federal Aviation Administration (FAA) in the amount of \$865,000 on August 9, 2016 for North Apron Rehabilitation project. The grant was approved by the FAA on August 18, 2016.

### **Analysis**

The Federal Aviation Administration (FAA) has emphasized the priority for federal grant money to be allocated for airport pavement projects to protect the long-term investments that have been made to the nationwide airport system. To receive grants, airports must complete design and request reimbursement when the construction is bid. The design has been completed and bids were advertised for Phase I due on August 15, 2016.

The North Apron Rehabilitation is a project in the 2017 - 2026 Capital Improvement Plan (CIP) for Fiscal Year (FY) 2017 and includes the FAA AIP grant funding for the construction of this project.

### **Previous Related Council Action**

On August 9, 2016, Council authorized entering into a Grant Agreement with the Federal Aviation Administration in the amount of \$865,000 for the North Apron Rehabilitation project.

On April 12, 2016, Council authorized entering into a Professional Services Agreement with Dibble & Associates Consulting Engineers, Inc., doing business as Dibble Engineering for the design services, Contract No. C-10792, for the North Apron Rehabilitation project.

**Community Benefit/Public Involvement**

The Airport plays an important role in meeting the demand for aviation services in the West Valley and serves as a general aviation reliever airport for Phoenix Sky Harbor International Airport. The North Apron Rehabilitation project will provide a suitable pavement structure and surface to transverse and park safely.

The Airport Administrator provides updates on this and other projects to the Aviation Advisory Commission during their monthly meetings. The Airport Master Plan and other information about the airport can be found on the airport website.

**Budget and Financial Impacts**

Funding is available in the Fiscal Year 2016-17 Airport Capital Improvement Plan budget. Expenditures with Dibble Engineering are not to exceed \$72,106.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$65,660</b>	<b>2120-79524-550800, North Apron Reconstruction Rehabilitation</b>
<b>\$6,446</b>	<b>2210-65078-550800, Airport Matching Funds</b>

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

AMENDMENT NO. 1  
Professional Services Agreement  
with Dibble & Associates Consulting Engineers, Inc. dba Dibble Engineering  
(City of Glendale, Contract No. C-10792)

This Amendment No. 1 ("Amendment") to the Professional Services Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Dibble & Associates Consulting Engineers, Inc. dba Dibble Engineering, an Arizona corporation authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and Dubble Engineering ("Contractor") previously entered into Professional Services Agreement, Contract No. C-10792, dated April 12, 2016 ("Agreement"); and
- B. The original scope of work to be performed under this agreement included the design and production of bid set documents for the construction of airport apron rehabilitation project (Phase I) for an estimated cost not to exceed two hundred ninety two thousand two hundred five dollars (\$292,205.); and
- C. The City and Contractor, however have agreed to include construction administration services for phase I. Therefore, both parties wish to increase the amount of compensation, and are increasing the "amount not to exceed" of the Agreement with this Amendment; and
- D. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

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

- 1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
- 2. **Term.** The term of the Agreement is extended for a one-year period from April 12, 2017 through April 12, 2018, unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.
- 3. **Scope of Work.** All additional work will be performed at the Glendale Municipal Airport in Glendale, Arizona.  
Generally, the construction phase services will include:



Task 1 - Construction contract administration, pre-construction conference preparation and attendance. Shop drawing/material submittal reviews, Request For Information (RFI) responses, contractor pay application reviews, Davis-Bacon Wage reviews, weekly construction meetings and field visits, percent within-Limits Calculations, pre-final walkthrough/ punch list development, final walkthrough and record drawing preparation. Also preparation of FAA and ADOT required close-out documents, record drawings, and final engineer's construction report.

Task 2 - Daily construction observation and documentation of contractor's activities.

4. **Compensation.** Increase compensation an additional \$72,106. As described above and shown in the attached exhibit.
5. **Insurance Certificate.** Current certificate will expire on April 12, 2017 and a new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.
6. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
7. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.
8. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

CITY OF GLENDALE, an Arizona  
municipal corporation

\_\_\_\_\_  
Kevin R. Phelps, City Manager

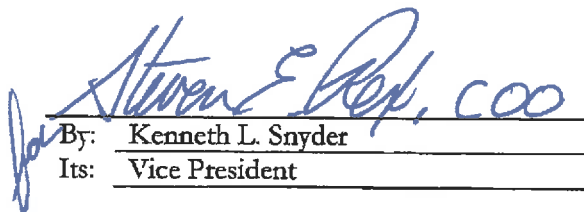
ATTEST:

\_\_\_\_\_  
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

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

Dibble & Associates Consulting  
Engineers, Inc., dba Dibble Engineering  
an Arizona corporation

  
By: Kenneth L. Snyder  
Its: Vice President

8/10/16

Firm: Dibble Engineering  
 Glendale Municipal Airport  
 Project: North Apron Rehab. - BP #1  
 Construction Phase Services  
 Glendale, AZ  
 Date: 8/16/2016

Contract Number: TBD  
 Project Number: 151609  
 Task Number: N/A  
 Amendment Number: N/A  
 FAA Number: 3-04-0064-025  
 ADOT Number: N/A



**Man-Hour & Fee Summary**

**A. Construction Phase Services (Dibble Engineering/Dibble CM)**

	Hours	Fee
1 Project Mgmt. & Construction/Contract Administration.....	210	\$32,261.00
2 Construction Observation Services.....	258	\$30,964.00
<b>A. Design Phase Subtotal.....</b>	<b>468</b>	<b>\$63,225.00</b>

**B. Subconsultant Services**

1 QA/Materials Acceptance Testing (ACS Services).....		\$8,000.00
<b>B. Subconsultant Services Subtotal.....</b>		<b>\$8,000.00</b>

**C. Allowances/Direct Expenses (Dibble Engineering)**

1 Submittal Printing.....		\$160.00
2 Mileage.....		\$721.00
<b>C. Allowances/Direct Expenses Subtotal.....</b>		<b>\$881.00</b>

**Project Total..... \$72,106.00**

Firm: Dibble Engineering	Contract Number: TBD
Glendale Municipal Airport	Project Number: 151609
Project: North Apron Rehab. - BP #1	Task Number: N/A
Construction Phase Services	Amendment Number: N/A
Glendale, AZ	FAA Number: 3-04-0064-025
Date: 8/16/2016	ADOT Number: N/A

**DERIVATION OF FEE PROPOSAL SUMMARY**

**BASIC FEE - CONSTRUCTION PHASE**

Classification	Manhours	Direct Labor Rate	Labor Costs
1 Project Principal	0	\$73.59	\$0.00
2 PM/Const. Administrator	92	\$56.73	\$5,219.16
4 QA/QC Manager	0	\$50.59	\$0.00
5 Project Engineer	56	\$45.99	\$2,575.44
6 Inspector/Designer	308	\$36.80	\$11,334.40
7 Registered Land Surveyor	0	\$50.59	\$0.00
8 Survey Crew	0	\$50.59	\$0.00
9 Administrative Assistant	12	\$21.46	\$257.52

Total 468 hrs

a. Total Labor.....	\$19,386.52
b. Overhead at..... 196.48% .....	\$38,090.63
c. Subtotal Labor + Overhead.....	\$57,477.15
d. Net Fee..... 10% of c. ....	\$5,747.72
e. Total Basic Fee..... ( c + d ).....	<b>\$63,225.00</b>

**ALLOWANCE FOR DIRECT COSTS**

(Listed by Item at Actual Cost - NO MARKUP)

Item	Cost
1 Submittal Printing (Dibble).....	\$ 160.00 T&M
2 Mileage (Dibble).....	\$ 721.00 T&M
f. Sub-Total Allowances for Direct Costs.....	<b>\$881.00</b>

**ALLOWANCE FOR ADDITIONAL COSTS, OUTSIDE SERVICES & SUBCONSULTANTS**

Firm	Cost	Method of Compensation
1 QA/Materials Acceptance Testing (ACS Services).....	\$ 8,000.00	Allowance
g. Sub-Total Allowance for Add'l Costs: .....	<b>\$8,000.00</b>	

**TOTAL FEE**

**h. Total Estimated Cost to Consultant....(e. + f.) ..... \$72,106.00**

Firm: Dibble Engineering  
 Glendale Municipal Airport  
 Project: North Apron Rehab. - BP #1  
 Construction Phase Services  
 Glendale, AZ  
 Date: 8/16/2016

Contract Number: TBD  
 Project Number: 151609  
 Task Number: N/A  
 Amendment Number: N/A  
 FAA Number: 3-04-0064-025  
 ADOT Number: N/A

**ESTIMATED MANHOURS - CONSTRUCTION PHASE**

TASK	PROJECT PRINCIPAL	PM/CONST. ADMIN.	QA/QC MANAGER	PROJECT ENGINEER	INSPECTOR/DESIGNER	RLS	SURVEY CREW	ADMIN ASSISTANT	TOTAL HOURS
<b>1. Project Mgmt. &amp; Construction/Contract Admin.</b>									
1a Project Management & Administration		20						4	24
1b Pre-Construction Conference - Prep & Attendance		6			4				10
1c Shop Drawing/Material Submittal Reviews (25)		4		12	18				34
1d Request for Information Responses (10)		4		10	6				20
1e Engineer's Supplemental Information (5)		4		8	8				20
1f Weekly Construction Meetings & Field Visits (7)		28							28
1g Davis-Bacon Wage Reviews		4		6					10
1h Percent-Within-Limits Calculations		4							4
1i Contractor Pay Application Reviews (up to 3)		6							6
1j Pre-Final Walkthrough / Punch-List Development		4							4
1k Final Walkthrough		4							4
1l Final Engineer's Construction Report		2		16	2			4	24
1m Record Drawings		2		4	12			4	22
<b>2. Construction Observation Services</b>									
2a Daily Construction Observation (up to 40 hrs./week)					258				258
<b>TOTALS</b>	0	92	0	56	308	0	0	12	468

Firm:	Dibble Engineering Glendale Municipal Airport	Contract Number: TBD
Project:	<b>North Apron Rehab. - BP #1</b> Construction Phase Services Glendale, AZ	Project Number: 151609 Task Number: N/A Amendment Number: N/A
Date:	8/16/2016	FAA Number: 3-04-0064-025 ADOT Number: N/A

**ESTIMATED ALLOWANCE FOR DIRECT COSTS - CONSTRUCTION PHASE**

**1. PRINTING (Record Drawings)**

(Miscellaneous Check Printing is Included in Operational Overhead)

**CONSTRUCTION PHASE**

a.	1	Submittals of	16 sheets =	16 Sheets @	\$10.00 /sheet	\$160.00
		(1 Copy of Full-Size Mylars)				

PRINTING TOTAL      \$160

**2. MILEAGE**

**CONSTRUCTION PHASE**

a.	35	Trips (Inspection)	36 Miles	@	\$0.445 /Mile	\$561
a.	10	Trips (Construction Admin)	36 Miles	@	\$0.445 /Mile	\$160

DESIGN PHASE TOTAL      \$721



## Legislation Description

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**File #:** 16-492, **Version:** 1

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**AWARD OF BID 16-47, AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH DUNN EDWARDS CORPORATION FOR GRAFFITI PAINT AND OTHER PAINT SUPPLIES**

Staff Contact: Jack Friedline, Public Works Director

**Purpose and Recommended Action**

This is a request for City Council to award Invitation for Bids (IFB) 16-47, to authorize the City Manager to enter into an Agreement with Dunn Edwards Corporation for graffiti paint and other paint supplies in an amount not to exceed \$15,243.90 annually, and to authorize the City Manager, at the City Manager's discretion, to renew the Agreement for four, one-year renewals, for a not to exceed amount of \$76,219.50 over the entire term of the Agreement.

**Background**

The graffiti removal program eradicates graffiti on public property throughout the city. The program removes approximately 12,000 graffiti tags annually with a goal of removing each reported case of graffiti within 48 hours. This service is provided Monday through Friday, with no weekend service. The program also offers a reporting mechanism for residents to either phone in graffiti through the Graffiti Hotline or email graffiti removal requests directly to city staff.

IFB 16-47 for Graffiti Paint and Other Paint Supplies was advertised on July 7, 2016. The IFB included specifications as well as special terms and conditions. Six bids were received on July 25, 2016, and Dunn Edwards Corporation was determined to be the lowest responsive and responsible bidder.

**Analysis**

Graffiti abatement is conducted with two full time staff. Without immediate attention to this persistent problem, graffiti tags will become widespread in the community. This Agreement will allow for a steady inventory of paint for the remediation.

**Community Benefit/Public Involvement**

This program helps with the overall appearance of Glendale by removing graffiti from public view in a timely manner to keep Glendale visually appealing. Glendale residents have grown accustomed to a graffiti free Glendale, and are very involved in reporting graffiti quickly after it appears. This mitigates neighborhood blight, thereby increasing community pride.

**Budget and Financial Impacts**

Funding is available in the Fiscal Year 2016-17 Streets Maintenance Division Operating budget. Expenditures with Dunn Edwards Corporation are not to exceed \$15,243.90 annually, contingent upon Council Budget approval.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$15,243.90</b>	<b>1340-16731-524400, Graffiti Removal - ROW</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?



Name of Vendor: DLINN EDWARDS CORPORATION



## CITY OF GLENDALE MATERIALS MANAGEMENT INVITATION FOR BID

**SOLICITATION NUMBER:** IFB 16-47

**DESCRIPTION:** GRAFFITI PAINT AND OTHER PAINT SUPPLIES

**BID DUE DATE AND TIME:** July 25, 2016 at 2:00 PM Local Time

Offers for the materials or services specified will be received by the City of Glendale, Materials Management at the below specified location until the time and date cited. Offers received by the correct time and date will be opened and the name of each bidder and the amount of the bid will be publicly read.

**BID OPENING AND SUBMITTAL LOCATION:** City of Glendale  
Attn: Materials Management  
5850 W. Glendale Avenue Suite 317  
Glendale, Arizona 85301


Offers must be in the actual possession of Materials Management on or prior to the time and date, and at the location indicated above. Materials Management is located on the 3<sup>rd</sup> floor of the Glendale Municipal Office Complex (City Hall) behind the Engineering Department. Offers are accepted from the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise indicated for a holiday. All offers will be time stamped at the Engineering Department's front counter. Late offers will not be considered.

Offers must be submitted in a sealed envelope with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope. See Paragraph 2.2 for additional instructions for preparing an offer.

**OFFERORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION CAREFULLY.**


For questions regarding this solicitation, contact:

**Elmer Garcia, CPPB**  
City of Glendale  
Materials Management  
(623) 930-2866  
Egarcia1@glendaleaz.com

	<p>Solicitation Number: IFB 16-47</p> <p><b>GRAFFITI PAINT AND OTHER PAINT SUPPLIES</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>
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	<b>Solicitation Number: IFB 16-47</b> <b>GRAFFITI PAINT AND OTHER PAINT SUPPLIES</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>
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**1.0 SPECIFICATIONS**

**1.1 BACKGROUND AND INTRODUCTION**

- 1.1.1 The City of Glendale, Arizona, (“City”)intends to establish a term contract for the purchase of GRAFFITI PAINT AND OTHER PAINT SUPPLIES for use on an “as needed” basis in accordance with the specifications and provisions contained herein.
- 1.1.2 The City’s Field Operations Department oversees all City buildings and facilities and the citywide anti-graffiti program. Other City departments such as Police, Fire, Parks and Recreation, Water Services, Community Services, etc. may also use these products at their discretion.
- 1.1.3 The City affirms its commitment to environmentally friendly products. The City recognizes reduced toxicity as a product preference and strives to ensure environmentally friendly products are purchased whenever possible.
- 1.1.4 The specifications for the paint products are listed herein. Any use of brand names in the specifications is not intended to restrict any Offeror or any seller or manufacturer, but is included solely for the purpose of indicating the type, size, and quality of product considered best adapted for use by the City.

**1.2 GENERAL REQUIREMENTS**

- 1.2.1 Contractor should have a least one line of paint that is LEED certified at the silver level. Proof of such certification should be submitted with the bid package.
- 1.2.2 Contractor should have one line of paint that meets or exceeds the following technical requirements. Proof of compliance should be submitted with the bid package.
  - 1.2.2.1 VOC content of 50g/L or less
  - 1.2.2.2 Dry to touch within two hours or less
  - 1.2.2.3 Dry to recoat time of 4 hours or less
  - 1.2.2.4 Cure time shall be less than 7 days
  - 1.2.2.5 Pigment composition shall be 100% acrylic
  - 1.2.2.6 Opacity rate of 97% or greater based upon 3 mills wet drawdown
  - 1.2.2.7 Coverage per gallon at recommended dry film thickness of 350 sq. ft. per gallon or greater
  - 1.2.2.8 Viscosity rated at 95 Krebs Units or greater

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1.2.2.9 Shall have a shelf life of 2 years or longer on unopened paint

1.2.2.10 Shall be capable of clean-up with water and mild detergent

1.2.3 Contractor shall utilize a computerized paint matching system for all requests for color matching during the term of the contract. On occasion and when needed, the City may supply the Contractor a sample large enough to accurately have the computer create a formula for the mix. This will enable the City to accurately and expeditiously have color-matched paints mixed and ready when ordered.

1.2.4 All paint purchased by the City shall be fully mixed by the Contractor and shall have no clumps, globs or unmixed paint. Such paint will be returned and a credit issued to the City. Document reoccurrence of unacceptable paint quality will be made formal by the intervention of the City's Materials Management Division, and a determination made as to the Contractor's performance with this contract.

1.2.5 The Contractor shall replace any paint found to be of unacceptable quality at no additional cost to the City.

1.2.6 Paint shall be packaged in five-gallon steel or plastic containers and shall be sealed well.

1.2.7 All paint supplies supplied under this contract shall be labeled with the following information (if applicable):

1.2.7.1 Manufacturer's name and address

1.2.7.2 Distributor's name and address

1.2.7.3 Type, finish, and trade name


1.2.7.4 Batch control number that allows paint to be traced to a specific production run and test

1.2.7.5 Hazardous handling instructions

1.2.7.6 Proper application procedures

1.2.7.7 Expected coverage by square footage per gallon


1.2.7.8 When requested by the City, the Contractor shall provide MSDS sheets.

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**1.3 OTHER REQUIREMENTS**

- 1.3.1 Delivery shall be F.O.B Destination within six (6) days of receipt of a purchase order or notice to proceed to any delivery location in the City of Glendale. However, the City shall have the option of picking up the paint supplies at the Contractor's retail outlet.
- 1.3.2 Shipping documents shall include the following:
  - 1.3.2.1 Contract number
  - 1.3.2.2 Contractor's name and address
  - 1.3.2.3 City Department, address and contact person
  - 1.3.2.4 Description of the product delivered including item number(s), quantity, and number of containers as applicable.
- 1.3.3 Contractor shall submit a proper invoice billed to the appropriate City department or division per the purchase order instructions.
- 1.3.4 The minimum warranty period shall be industry standard. Warranty replacements will be performed at no additional charge to the City. All warranty periods shall begin upon acceptance by the City.
- 1.3.5 In the event that a manufacturer discontinues the paint supplies, the City may allow the Contractor to provide a substitute for the discontinued item or may elect to exclude the item from the contract.

If the Contractor requests permission to substitute a discontinued item, Contractor must submit documentation confirming that the replacement is the same quality and at the same price as or less than the discontinued item.

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**2.0 SPECIAL INSTRUCTIONS TO OFFERORS**

**2.1 RETURN OF OFFER** One (1) hard copy marked as “original”, one (1) copy marked as “Copy” and one (1) flash drive containing all original documents in PDF format. The original and copy of the proposal shall be one-sided. The sections of the submittal should be clearly identifiable and should follow the instructions noted in the PREPARATION OF OFFER 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 OFFER PACKAGE** The following items shall be completed and returned. Failure to include all the items may result in an offer being rejected. Offer packages shall be submitted in the following order:


- 2.2.1 OFFER SHEET, Section 4.0
- 2.2.2 PRICE SHEET, Section 5.0
- 2.2.3 ADDENDUM, Return all addenda (if applicable).
- 2.2.4 SPECIFICATIONS, Section 1.0
- 2.2.5 SPECIAL INSTRUCTIONS TO OFFERORS, Section 2.0
- 2.2.6 SPECIAL TERMS AND CONDITIONS, Section 3.0

**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" offers shall be rejected.

**2.5 ALTERNATE OFFERS**  
Offers submitted as alternates must be submitted as an attachment referencing the specific paragraph numbers(s) and adequately defining the alternate submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the Alternate Offer.

**2.6 EXCEPTIONS TO STANDARD TERMS AND CONDITIONS**  
Offerors are expected to conform to the IFB terms and conditions and requirements. Offerors may list their exceptions to the solicitation by referencing the specific section and paragraph, subsection number or other identifier. For each exception, Offerors should quote the statement(s) to which they are taking an exception for reference during bid evaluation. The City has no obligation to accept any exception. Exceptions to City

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statutory requirements shall not be considered. Exceptions considered material, excessive or affecting vital terms, conditions or specifications may reduce the Offeror's prospect for award and/or render their offer non-responsive.

Offeror's Standard Terms and Conditions submitted with their bid will **not** be accepted by the City in lieu of the City's Terms and Conditions for contracts. Offerors submitting their own Standard Terms and Conditions with their bid will require negotiation.

If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.

- 2.7 **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.
- 2.8 **SAMPLES** Offerors may be requested to furnish samples of paint supplies offered for examination by the City. Any materials so requested shall be furnished with five (5) working days from the date of request at no additional cost to the City and sent to designated City address.
- 2.9 **ESTIMATED QUANTITIES** Quantities listed in this solicitation are the City's best estimate only and do not obligate the City to order or accept more than the City's actual requirements. 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.
- 2.10 **PROPRIETARY INFORMATION**  
 Offerors shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Offeror shall not mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.

Offerors acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority, the City will provide Offeror with prompt written notice so that Offeror may seek a protective order or other appropriate remedy. The Offeror, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any


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forum or any liability to the Offeror in the event that the City must legally disclose the Proprietary Information.

- 2.11 **ADDITIONAL INFORMATION** The City reserves the right to secure additional information from any Offeror as it deems necessary to establish the competence and financial stability of any Offeror submitting an offer.
- 2.12 **PRIOR EXPERIENCE** Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers.
- 2.13 **EVALUATION LITERATURE**  
Offers 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. Offers submitted without this product information may be considered as non-responsive and rejected.
- 2.14 **WITHDRAWAL OF OFFER** At any time prior to the specified solicitation due date and time, an Offeror may formally withdraw the offer by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.
- 2.15 **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 Offerors submitting an offer with any member of the City Council, Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Offeror, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the 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"), Offerors, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this IFB. This provision shall not prohibit an Offeror from petitioning an elected official or engaging in any other protected first



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amendment activity after the protest period has run or any protest has been resolved, whichever is later.

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


- 2.16 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 offers received. If you have any questions, or would like further information about an intended award, contact the contract analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet.

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.


- 2.17 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.

- 2.18 CONFLICT OF INTEREST** The Offeror 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.

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- 2.19 **INQUIRIES** Any question related to this IFB shall be directed to the Contract Officer whose name appears above. An Offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate 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 offer 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.

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**3.0 SPECIAL TERMS AND CONDITIONS**

**3.1 INCORPORATION BY REFERENCE** All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City's Materials Management Internet home page, [www.glendaleaz.com/purchasing](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. No fuel surcharges will be accepted by the City. The City shall not be invoiced at prices higher than those stated in this contract.

**3.5 FOB DELIVERY** All deliveries shall be FOB Destination to the City of Glendale, AZ.

**3.6 DELIVERY TIME** All deliverables shall be made in accordance with the Specifications.

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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 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.


3.9 **PRICE ADJUSTMENTS** Contractor may submit a request for a price increase a minimum of 60 days prior to the contract renewal date. The request shall be in writing and include supportive justification for the proposed increase. The requested increase shall be based upon a cost increase to the Contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned. 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.

3.10 **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 may be requested to submit a negotiable quotation for the additions. Upon approval and authorization by Materials Management, such addition(s) will be added to and become a part of the contract. All changes shall be documented by formal amendment to the contract.

3.11 **INSURANCE** Contractor shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property that may arise from or in connection with the purchase and or use of the commodity.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City of Glendale in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the purchase and use of the commodities sold under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase such additional insurance as may be determined necessary.

**A. MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below.

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**1. Commercial General Liability – Occurrence Form**


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

- General Aggregate \$2,000,000
  - Products – Completed Operations Aggregate \$1,000,000
  - Personal and Advertising Injury \$1,000,000
  - Damage to Rented Premises \$ 50,000
  - Each Occurrence \$1,000,000
- a. The policy shall be endorsed (**Blanket Endorsements are not acceptable**) to include the following additional insured language: *“The City of Glendale, and its departments, boards, commissions, officers, officials, agents, and employees” shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.* Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
  - b. Policy shall contain a waiver of subrogation endorsement (**Blanket Endorsements are not acceptable**) in favor of the “City of Glendale, and its departments, boards, commissions, officers, officials, agents, and employees” for losses arising from work performed by or on behalf of the Contractor.

**2. Business Automobile Liability**

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

- Combined Single Limit (CSL) \$1,000,000
- a. The policy shall be endorsed (**Blanket Endorsements are not acceptable**) to include the following additional insured language: *“The City of Glendale, and its departments, boards, commissions, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor.”* Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
  - b. Policy shall contain a waiver of subrogation endorsement (**Blanket Endorsements are not acceptable**) in favor of the “City of Glendale, and its departments, boards, commissions, officers, officials, agents, and employees” for losses arising from work performed by or on behalf of the Contractor.

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c. Policy shall contain a severability of interest provision.

**3. Worker's Compensation and Employers' Liability**

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

- a. Policy shall contain a waiver of subrogation endorsement (**Blanket Endorsements are not acceptable**) in favor of the “City of Glendale, and its departments, boards, commissions, officers, officials, agents, and employees” for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.


**B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed (**Blanket Endorsements are not acceptable**) to contain, the following provisions:

- 1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance and/or self-insurance carried by the City of Glendale shall be excess and not contributory insurance.
- 2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

**C. NOTICE OF CANCELLATION:** With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the City of Glendale. Such notice shall be sent directly to **the Department**.

**D. ACCEPTABILITY OF INSURERS:** Contractors insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an “A.M. Best” rating of not less than A- VII. The City of Glendale in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**E. VERIFICATION OF COVERAGE:** Contractor shall furnish the City of Glendale with certificates of insurance (ACORD form or equivalent approved by the State of

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Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements (**Blanket Endorsements are not acceptable**) are to be received and approved by the City of Glendale Department before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to City of Glendale, Materials Management Division, 5850 W. Glendale Ave., Ste 317, Glendale, AZ 85301. The City of Glendale project/contract number and project description are to be noted on the certificate of insurance. The City of Glendale reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the contracting agency in consultation with the Risk Management. Such action will not require a formal Contract amendment, but may be made by administrative action.


G. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance.

3.12 **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.

3.13 **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

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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:

- 3.13.1 The Contractor provides personnel that do not meet the requirements of the contract.
- 3.13.2 The Contractor fails to perform adequately the services required in the contract.
- 3.13.3 The Contractor attempts to impose on the City products which are of an unacceptable quality.
- 3.13.4 The Contractor fails to furnish or finish the required product and/or service within the time stipulated in the contract.
- 3.13.5 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.


**3.14 WARRANTIES** Contractor warrants that all materials or service 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.

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



	<p><b>Solicitation Number: IFB 16-47</b></p> <p><b>GRAFFITI PAINT AND OTHER PAINT SUPPLIES</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>
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**3.16 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.

	<b>Solicitation Number: IFB 16-47</b>  <b>GRAFFITI PAINT AND OTHER PAINT SUPPLIES</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>
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**4.0 OFFER SHEET**

**CONDITIONAL ACCEPTANCE**

**INVITATION FOR BID NO. IFB 16-47**  
**DESCRIPTION: GRAFFITI PAINT AND OTHER PAINT SUPPLIES**

1. 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.
2. 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.
3. A Department administrator will oversee the proposed Agreement for the City. The City's contract administrator is Ken Vayda and/or Max Morales.
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 offer. 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 offer.

Contractor Name: DANN-EDWARDS CORP. Contractor Signature: Craig Pearce  
Company Address: 4885 E. 52nd PLACE Printed Name and Title: CRAIG PEARCE - DSM  
LOS ANGELES CA 90058 Email Address: craig.pearce@dannedwards.com  
Company Federal I.D.: 95-0645980 Telephone No.: 480-721-9973

**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:

Kevin R. Phelps, City Manager

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



Solicitation Number: IFB 16-47

**GRAFFITI PAINT AND OTHER PAINT SUPPLIES**

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

**5.0**

**PRICE SHEET**

Offerors shall thoroughly complete the Price Sheet as requested. The Unit Price shall include, but is not limited to, delivery, 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.

**NOTE:** Although the Unit of Measure and Unit Price is Per Can, City purchases will be made by the case.

EXTERIOR PAINT (ECONOMY GRADE)					
ITEM NO.	ESTIMATED ANNUAL QUANTITY (A)	UNIT OF MEASURE 5-GALLON CONTAINER	DESCRIPTION	UNIT PRICE (B)	EXTENDED AMOUNT (A X B)
5.1	120	Can	Latex Paint, Flat, white and tints. PPG brand or equivalent. Brand Name: <u>DUNN EDWARDS</u>	\$ <u>69.40</u> /Can	\$ <u>8,328.00</u>
5.2	86	Can	Latex Paint, Semi-gloss, white or tints. PPG brand or equivalent. Brand Name: <u>DUNN EDWARDS</u>	\$ <u>74.40</u> /Can	\$ <u>6,398.40</u>
<b>EXTERIOR ECONOMY GRADE PAINT SUBTOTAL</b>					\$ <u>14,726.40</u>

LACQUER THINNER					
ITEM NO.	ESTIMATED ANNUAL QUANTITY (A)	UNIT OF MEASURE 5-GALLON CONTAINER	DESCRIPTION	UNIT PRICE (B)	EXTENDED AMOUNT (A X B)
5.3	10	Can	Lacquer Thinner, utility grade. Klean-Strip brand or equivalent. Brand Name: <u>SUNNYSIDE</u>	\$ <u>51.75</u> /Can	\$ <u>517.50</u>
<b>GRAND TOTAL AMOUNT (ITEMS# 5.1 THROUGH 5.3)</b>					\$ <u>15,243.90</u>



Solicitation Number: IFB 16-47

GRAFFITI PAINT AND OTHER PAINT SUPPLIES

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

OPTIONAL ITEMS

In an effort to supply the City's need for other paint supplies and services, Offerors shall provide a Discount % off of their Catalog Price List below and pricing for paint sprayer repair. Contractor should submit a copy of their Catalog with their bid. The City, at its sole option, may or may not include these categories in the resultant contract. Upon award and during the term of the contract, the Contractor shall not alter, modify or update either the electronic or hard copy versions of the catalog/price list without prior approval by the City.

5.4 CATALOG DISCOUNTS FOR ITEMS NOT SPECIFICALLY BID

Table with 3 columns: CATEGORY, Discount % Off of Catalog Price, Catalog Title/Publication Date. Rows include Paint (48%), Brushes (10%), Rollers (10%), Rags (7.5%), Paint Sprayer pump and parts (5%), Other: Pls. specify TOOLS (10%), and Other: Pls. specify.

5.5 PAINT SPRAYER REPAIR

Table with 3 columns: CATEGORY, Unit of Measure, Unit Price. Row: Hourly rate for paint sprayer repair (all types), Per Hour, \$ 60.00 /Hour.

5.6 DELIVERY Offeror states that all orders shall be delivered in accordance with Specifications.

5.7 TAX AMOUNT Offerors should not include any transaction use tax or federal tax in your 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 % 0

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: DUNN-EDWARDS CORPORATION

# PAINT Products

# Price

<u>PRM</u>	<u>Description</u>	<u>AA</u>
10A_FIVES	Syn-Lustro GL FIVES	400.63
10A_ONES	Syn-Lustro Gloss ONES	81.05
10A_QTS	Syn-Lustro Gloss QTS	22.58
10A-14-QT	SYN-LUSTRO Gloss Hi-Vis Yellow	23.01
10A-17-1	SYN-LUSTRO GL Alert Orange	88.43
10A-22-1	SYN-LUSTRO GL Precaution Blue	88.43
10A-221-QT	SYN-LUSTRO Gloss Safety Red/Red Base	32.53
42-53A_ONES	Enduragloss (Rust Preventative) ONES	126.98
42-53A_QTS	Enduragloss QTS	32.51
51_FIVES	Alkyfall Low Sheen FIVES	211.78
74A_ONES	Aristoglo ONES	79.61
74A_QTS	Aristoglo QTS	22.71
9A_FIVES	Syn-Lustro SG FIVES	363.08
9A_ONES	Syn-Lustro SG ONES	73.51
9A_QTS	Syn-Lustro SG QTS	20.41
ACBL10-0_FIVES	ACRI-BUILD Exterior Flat FIVES	170.42
ACBL10-0_ONES	ACRI-BUILD Exterior Flat ONES	34.95
ACHS10-0_FIVES	Acri-Hues Ext Flat FIVES	205.35
ACHS10-0_ONES	Acri-Hues Ext Flat ONES	41.77
ACHS30-0_FIVES	ACRI-HUES EXT EggShell FIVES	192.11
ACHS30-0_ONES	ACRI-HUES EXT EggShell ONES	38.42
ACHS50-0_FIVES	ACRI-HUES EXT Semi-Gloss FIVES	204.11
ACHS50-0_ONES	ACRI-HUES EXT Semi-Gloss ONES	40.82
ACWC10-1_FIVES	ACRI-WALL Int Flat Concentrate White	128.28
ACWC10-1_ONES	ACRI-WALL Int Flat Concentrate White	26.05
ACWL10-1_FIVES	ACRI-WALL RTU Interior Flat FIVES	104.03
ACWL10-1_ONES	ACRI-WALL RTU Interior Flat ONES	21.16
ACWL30-0_FIVES	ACRI-WALL RTU Interior Eggshell Fives	163.88
ACWL30-0_ONES	ACRI-WALL RTU Interior Eggshell ONES	33.10
ACWL50-0_FIVES	ACRI-WALL RTU Interior Flat FIVES	169.29
ACWL50-0_ONES	ACRI-WALL RTU Interior Flat ONES	34.30
AQUA10-0_FIVES	AQUAFALL Latex Dry Fall Flat Black	192.31
AQUA10-0-17510-5	AQUAFALL Special Charcoal Smudge	192.31
AQUA10-0-17514-5	AQUAFALL Special SW 7062	192.31
AQUA10-1_FIVES	Aquafall Flat Fives	192.31
AQUA30-0_FIVES	AQUAFALL Latex Dry Fall Eggshell White	210.10
AQUA40-0_FIVES	AQUAFALL Latex Dry Fall Low Sheen White	227.95
ASHL30-0_FIVES	ARISTOSHIELD Eggshell FIVES	330.67
ASHL30-0_ONES	ARISTOSHIELD Eggshell ONES	67.26
ASHL30-0_QTS	ARISTOSHIELD Eggshell Quarts	18.18
ASHL50-0_FIVES	ARISTOSHIELD Semi-gloess FIVES	345.41
ASHL50-0_ONES	ARISTOSHIELD Semi-gloess ONES	70.26
ASHL50-0_QTS	ARISTOSHIELD Semi-gloess QUARTS	18.99
ASHL70-0_FIVES	ARISTOSHIELD Highgloss FIVES	364.44
ASHL70-0_ONES	ARISTOSHIELD Highgloss ONES	74.13
ASHL70-0_QTS	ARISTOSHIELD Highgloss QUARTS	20.04

AWLL50-0_FIVES	Aristowall SEMI GLOSS FIVES	330.66
AWLL50-0_ONES	Aristowall SEMI GLOSS ONES	67.26
AWLL50-0_QTS	Aristowall Semi-Gloss QTS	18.10
AWLL60-0_ONES	Aristowall GLOSS ONES	74.14
AWLL60-0_QTS	Aristowall Gloss QTS	19.95
BIPR00-0-WH-Q	BLOCK-IT Premium Stain- Blocking Primer	11.43
BIPR00-1-WH-1	BLOCK-IT Premium Stain- Blocking Primer	42.48
BIPR00-1-WH-5	BLOCK-IT Premium Stain- Blocking Primer	208.83
BRPR00-1-RO-1	BLOC-RUST Premium Red Oxide	72.89
BRPR00-1-RO-Q	BLOC-RUST Premium Red Oxide	19.63
BRPR00-1-WH-1	BLOC-RUST Premium White	72.89
BRPR00-1-WH-5	BLOC-RUST Premium White	358.39
BRPR00-1-WH-Q	BLOC-RUST Premium White	19.63
BRPR00-2-RO-1	BLOC-RUST Premium Red Oxide	77.26
BRPR00-2-RO-5	BLOC-RUST Premium Red Oxide	379.89
BRPR00-2-RO-Q	BLOC-RUST Premium Red Oxide	20.81
BRPR00-2-WH-1	BLOC-RUST Premium White	77.26
BRPR00-2-WH-5	BLOC-RUST Premium White	379.89
BRPR00-2-WH-Q	BLOC-RUST Premium White	20.81
DURA50-0_FIVES	Duraflo SEMI GLOSS FIVES	277.02
DURA50-0_ONES	Duraflo SEMI GLOSS ONES	55.41
DURA50-1_FIVES	DURAFLO Interior Semi Gloss FIVES	287.02
DURA50-1_ONES	DURAFLO Interior Semi Gloss ONES	57.41
DURA50-1_QTS	DURAFLO Interior Semi Gloss Quarts	14.35
DURA60-0_FIVES	Duraflo GLOSS FIVES	277.02
DURA60-0_ONES	Duraflo GLOSS ONES	55.41
E22-1A_FIVES	Super U-365 FIVES	320.83
E22-1A_ONES	Super U-365 ONES	65.04
E22-1A_QTS	Super U-365 QTS	17.31
EDLV10-0_FIVES	ENDURALASTIC 5	265.25
EDLX10-0_FIVES	ENDURALASTIC 10 Elasto Coating FIVES	301.58
ESPR00-1-WH-1	EFF-STOP Premium	58.00
ESPR00-1-WH-5	EFF-STOP Premium	285.47
ESSL00-0-WH-1	EFF-STOP Select INT/Ext Primer	38.41
ESSL00-0-WH-5	EFF-STOP Select INT/Ext Primer	187.75
EVER10-0_FIVES	EVEREST INTERIOR FLAT FIVES	296.84
EVER10-0_ONES	EVEREST INTERIOR FLAT GALLONS	60.38
EVER10-0_QTS	EVEREST INTERIOR FLAT QUARTS	16.25
EVER20-0_FIVES	EVEREST INTERIOR VELVET FIVES	311.75
EVER20-0_ONES	EVEREST INTERIOR VELVET GALLONS	63.41
EVER20-0_QTS	EVEREST INTERIOR VELVET QUARTS	17.06
EVER30-0_FIVES	EVEREST INTERIOR EGG SHELL FIVES	333.99
EVER30-0_ONES	EVEREST INTERIOR EGG SHELL GALLONS	67.93
EVER30-0_QTS	EVEREST INTERIOR EGG SHELL QUARTS	18.28
EVER50-0_FIVES	EVEREST INTERIOR SEMI-GLOSS FIVES	356.28
EVER50-0_ONES	EVEREST INTERIOR SEMI-GLOSS GALLONS	72.47
EVER50-0_QTS	EVEREST INTERIOR SEMI-GLOSS QUARTS	19.50

EVSH10-2_FIVES	EVERSHIELD EXT FLAT FIVES	312.77
EVSH10-2_ONES	EVERSHIELD EXT FLAT ONES	63.44
EVSH20-2_FIVES	EVERSHIELD EXT VELVET FIVES	311.97
EVSH20-2_ONES	EVERSHIELD EXT VELVET ONES	63.46
EVSH20-2_QTS	EVERSHIELD EXT VELVETS QUARTS	17.08
EVSH30-2_FIVES	EVERSHIELD EXT EGGSHELL FIVES	347.94
EVSH30-2_ONES	EVERSHIELD EXT EGGSHELL ONES	69.86
EVSH30-2_QTS	EVERSHIELD EXT EGGSHELL QUARTS	13.39
EVSH40-2_FIVES	EVERSHIELD EXT LOW SHEEN FIVES	346.24
EVSH40-2_ONES	EVERSHIELD EXT LOW SHEEN ONES	70.09
EVSH40-2_QTS	EVERSHIELD EXT LOW SHEEN QUARTS	18.49
EVSH50-2_FIVES	EVERSHIELD EXT SEMI-GLOSS FIVES	354.66
EVSH50-2_ONES	EVERSHIELD EXT SEMI-GLOSS ONES	71.79
EVSH50-2_QTS	EVERSHIELD EXT SEMI-GLOSS QUARTS	18.95
EVSH60-2_FIVES	EVERSHIELD EXT GLOSS FIVES	354.66
EVSH60-2_ONES	EVERSHIELD EXT GLOSS ONES	71.79
EVSH60-2_QTS	EVERSHIELD EXT GLOSS QUARTS	18.95
EZPR00-1-WH-1	E-Z PRIME Premium	68.05
EZPR00-1-WH-5	E-Z PRIME Premium	335.75
EZPR00-1-WH-Q	E-Z PRIME Premium	18.00
FPSL00-1-WH-1	FLEX-PRIME Select INT/Ext Primer	42.30
FPSL00-1-WH-5	FLEX-PRIME Select INT/Ext Primer	207.98
FTXS10-0_FIVES	Flex-Tex Smooth FIVES	266.33
GAPR00-1-WH-1	GALV-ALUM Premium	73.61
GAPR00-1-WH-5	GALV-ALUM Premium	375.20
GAPR00-1-WH-Q	GALV-ALUM Premium	19.39
IKPR00-1-WH-1	INTER-KOTE Zero Voc Wood Primer	59.76
IKPR00-1-WH-5	INTER-KOTE Zero Voc Wood Primer	294.27
MBPR00-0-WH-5	Medium BLOCFIL Premium	214.95
PMCE10-0_FIVES	CONTRACTORS EDGE FLAT FIVES	74.03
PMCE10-0-318-5	CONTRACTORS EDGE Cottage White Flat	71.47
PMCE10-0-341-5	CONTRACTORS EDGE Swiss Coffee Flat	71.47
PMCE10-0-740-5	CONTRACTORS EDGE Sandcastle Flat	71.47
PMCE30-0-341-5	CONTRACTORS EDGE Swiss Coffee E/S	81.68
PMCE30-0-C-5	Contractors Edge Controlled Tnt Wht E/S	84.24
PMCE50-0_FIVES	CONTRACTORS EDGE S/G FIVES	84.24
PMCE50-0-328-5	CONTRACTORS EDGE Peal White S/G	81.68
PMCE50-0-340-5	CONTRACTORS EDGE Whisper S/G	81.68
PMCE50-0-341-5	CONTRACTORS EDGE Swiss Coffee S/G	81.68
PMCE50-0-772-5	CONTRACTORS EDGE Navajo White S/G	81.68
QKWL10-0_FIVES	QUICK-WALL Int Latex Flat Paint	165.40
SBPR00-0-WH-5	Smooth BLOCFIL Premium	224.05
SBSL00-0_FIVES	Concrete Block Filler Smooth FIVES	106.43
SBSL00-1-WH-5	Smooth Bloc-Fil Select Int/Ext Primer	106.43
SFSL00-1-CL-1	SURFACO Select	36.28
SFSL00-1-CL-5	SURFACO Select	178.34
SLPR00-2-WH-1	SUPER-LOC Int/Ext Bonding Primer	74.25

SLPR00-2-WH-5	SUPER-LOC Int/Ext Bonding Primer	362.48
SLPRA00-1-WH-1	SUPER-LOC Comp A Premium	64.70
SLPRA00-1-WH-5	SUPER-LOC Comp A Premium	255.32
SLPRB00-1-CL-1	SUPER-LOC Comp B Premium	81.34
SLPRB00-1-CL-Q	SUPER-LOC Comp B Premium	21.45
SPMA10-1_FIVES	SUPREMA INTERIOR FLAT FIVES	249.96
SPMA10-1_ONES	SUPREMA INTERIOR FLAT ONES	50.83
SPMA10-1_QTS	SUPREMA INTERIOR FLAT QUARTS	13.80
SPMA20-0-R-1	SUPREMA Interior Velvet R Base	73.91
SPMA20-0-R-Q	SUPREMA Interior Velvet R Base	19.28
SPMA20-1_FIVES	SUPREMA INTERIOR VELVET FIVES	291.11
SPMA20-1_ONES	SUPREMA INTERIOR VELVET ONES	59.11
SPMA20-1_QTS	SUPREMA INTERIOR VELVET QUARTS	15.81
SPMA30-0_FIVES	SUPREMA INTERIOR EGG SHELL FIVES	312.87
SPMA30-0_ONES	SUPREMA INTERIOR EGG SHELL ONES	63.85
SPMA30-0_QTS	SUPREMA INTERIOR EGG SHELL QUARTS	16.87
SPMA40-0_FIVES	SUPREMA INTERIOR LOW SHEEN FIVES	343.01
SPMA40-0_ONES	SUPREMA INTERIOR LOW SHEEN ONES	69.48
SPMA40-0_QTS	SUPREMA INTERIOR LOW SHEEN QUARTS	18.30
SPMA50-0_FIVES	SUPREMA INTERIOR SEMI GLOSS FIVES	344.21
SPMA50-0_ONES	SUPREMA INTERIOR SEMI GLOSS ONES	69.74
SPMA50-0_QTS	SUPREMA INTERIOR SEMI GLOSS QUARTS	18.44
SSHL10-0_FIVES	SPARTASHIELD EXT FLAT FIVES	230.73
SSHL10-0_ONES	SPARTASHIELD EXT FLAT ONES	46.44
SSHL10-0_QTS	SPARTASHIELD EXT FLAT QTS	12.49
SSHL20-0_FIVES	SPARTASHIELD EXT VELVET FIVES	232.79
SSHL20-0_ONES	SPARTASHIELD EXT VELVET ONES	46.91
SSHL30-0_FIVES	SPARTASHIELD EXT EGG SHELL ONES	235.66
SSHL30-0_ONES	SPARTASHIELD EXT EGG SHELL ONES	47.49
SSHL40-0_FIVES	SPARTASHIELD EXT LOW SHEEN FIVES	239.87
SSHL40-0_ONES	SPARTASHIELD EXT LOW SHEEN ONES	48.34
SSHL50-0_FIVES	SPARTASHIELD EXT SEMI GLOSS FIVES	251.65
SSHL50-0_ONES	SPARTASHIELD EXT SEMI GLOSS ONES	50.69
SSHL60-0_FIVES	SPARTASHIELD EXT GLOSS FIVES	251.65
SSHL60-0_ONES	SPARTASHIELD EXT GLOSS ONES	50.69
SSHV10-0_FIVES	SPARTASHIELD VINYL EXT FLAT FIVES	189.83
SSHV10-0_ONES	SPARTASHIELD VINYL EXT FLAT ONES	38.82
SWLL10-0_FIVES	SPARTAWALL FLAT FIVES	182.77
SWLL10-0_ONES	SPARTAWALL FLAT ONES	37.17
SWLL20-0_FIVES	SPARTAWALL VELVET FIVES	185.38
SWLL20-0_ONES	SPARTAWALL VELVET ONES	37.70
SWLL20-1_FIVES	SPARTAWALL VELVET FIVES	185.38
SWLL20-1_ONES	SPARTAWALL VELVET ONES	37.70
SWLL30-0_FIVES	SPARTAWALL EGG SHELL FIVES	217.07
SWLL30-0_ONES	SPARTAWALL EGG SHELL ONES	44.15
SWLL30-1_FIVES	SPARTAWALL EGG SHELL FIVES	217.07
SWLL30-1_ONES	SPARTAWALL EGG SHELL ONES	44.15



SWLL40-0_FIVES	SPARTAWALL LOW SHEEN FIVES	219.13
SWLL40-0_ONES	SPARTAWALL LOW SHEEN ONES	44.57
SWLL40-1_FIVES	SPARTAWALL LOW SHEEN FIVES	219.13
SWLL40-1_ONES	SPARTAWALL LOW SHEEN ONES	44.57
SWLL50-0_FIVES	SPARTAWALL SEMI GLOSS FIVES	220.96
SWLL50-0_ONES	SPARTAWALL SEMI GLOSS ONES	44.94
SWLL50-1_FIVES	SPARTAWALL SEMI GLOSS FIVES	220.96
SWLL50-1_ONES	SPARTAWALL SEMI GLOSS ONES	44.94
SWLR10-0_FIVES	SUPER-WALL RTU FIVES	107.60
SWLR10-0_ONES	SUPER-WALL RTU ONES	22.22
SZRO10-0_FIVES	SPARTA ZERO Flat FIVES	182.77
SZRO10-0_ONES	SPARTA ZERO Flat ONES	37.17
SZRO20-0_FIVES	SPARTA ZERO Velvet FIVES	185.38
SZRO20-0_ONES	SPARTA ZERO Velvet ONES	37.70
SZRO30-0_FIVES	SPARTA ZERO Eggshell FIVES	217.07
SZRO30-0_ONES	SPARTA ZERO Eggshell ONES	44.15
SZRO40-0_FIVES	SPARTA ZERO Low Sheen FIVES	219.13
SZRO40-0_ONES	SPARTA ZERO Low Sheen ONES	44.57
SZRO50-0_FIVES	SPARTA ZERO Semi-Gloss FIVES	220.96
SZRO50-0_ONES	SPARTA ZERO Semi-Gloss ONES	44.94
UGPR00-1-WH-1	ULTRA-GRIP Premium	44.71
UGPR00-1-WH-5	ULTRA-GRIP Premium	219.80
UGPR00-1-WH-Q	ULTRA-GRIP Premium	12.03
UGSL00-1-WH-1	ULTRA-GRIP Select	36.28
UGSL00-1-WH-5	ULTRA-GRIP Select	178.34
ULDM00-0-GR-1	ULTRASHIELD DTM Acrylic Gray Primer	88.72
ULDM50-0_FIVES	ULTRASHIELD DTM ARCYLIC S/G FIVES	399.92
ULDM50-0_ONES	ULTRASHIELD DTM ARCYLIC S/G ONES	85.08
ULDM50-0-187-1	ULTRASHIELD DTM Acrylic Urethane S/G Blk	88.72
ULGM00-0-WH-1	Ultrashield Galvanized Metal Primer	73.61
ULGM00-0-WH-5	Ultrashield Galvanized Metal Primer	375.20
ULGM00-0-WH-Q	Ultrashield Galvanized Metal Primer	19.39
ULMS00-0-WH-1	ULTRASHIELD Multi-Surface Primer	46.18
ULMS00-0-WH-5	ULTRASHIELD Multi-Surface Primer	224.88
ULSB10-0_FIVES	Ultra-Scrub FIVES	184.73
ULSB10-0_ONES	Ultra-Scrub ONES	36.93
ULSH40-0_ONES	ULTRASHIELD ARCYLIC LOW SHEEN ONES	72.92
ULSH40-0-187-1	ULTRASHIELD Acrylic Urethane Low Sheen	72.92
ULSH60-0_ONES	ULTRASHIELD ARCYLIC GLOSS ONES	76.57
ULSH60-0-187-1	ULTRASHIELD Acrylic Urethane Gloss	80.22
ULSH60-0-380-1	ULTRASHIELD Acrylic Urethane Gloss	80.22
VNPL00-0-WH-1	VINYLASTIC Plus	21.19
VNPL00-0-WH-5	VINYLASTIC Plus	100.91
VNPR00-1-WH-1	VINYLASTIC Premium	48.27
VNPR00-1-WH-5	VINYLASTIC Premium	237.15
VNSL00-1-WH-5	VINYLASTIC Select Primer	172.16
VSZM10-0-B-1	VIN-L-STRIPE Zone Marking Paint (Base)	0.00

VSZM10-0-B-5	VIN-L-STRIPE Zone Marking Paint (Base)	0.00
VSZM10-0-BLACK-1	VIN-L-STRIPE Zone Marking Paint Black	38.00
VSZM10-0-BLACK-5	VIN-L-STRIPE Zone Marking Paint Black	186.82
VSZM10-0-BLUE-1	VIN-L-STRIPE Zone Marking Paint Blue	38.00
VSZM10-0-BLUE-5	VIN-L-STRIPE Zone Marking Paint Blue	186.82
VSZM10-0-GREEN-1	VIN-L-STRIPE Zone Marking Paint Green	38.00
VSZM10-0-GREEN-5	VIN-L-STRIPE Zone Marking Paint Green	186.82
VSZM10-0-RED-1	VIN-L-STRIPE Zone Marking Paint Red	44.00
VSZM10-0-RED-5	VIN-L-STRIPE Zone Marking Paint Red	216.31
VSZM10-0-WHITE-1	VIN-L-STRIPE Zone Marking Paint White	35.94
VSZM10-0-WHITE-5	VIN-L-STRIPE Zone Marking Paint White	176.68
VSZM10-0-YELLOW-1	VIN-L-STRIPE Zone Marking Paint Yellow	38.00
VSZM10-0-YELLOW-5	VIN-L-STRIPE Zone Marking Paint Yellow	186.82
W10_FIVES_LOW1	WB Syn-Lustro Gloss FIVES LOW1	465.16
W10_ONES_LOW1	W/B Syn-Lustro Gloss ONES LOW1	93.63
W10_QTS_LOW1	WB Syn-Lustro Gloss QTS LOW1	22.74
W10-14-1	W/B SYN-LUSTRO GL HI-Vis Yellow	141.41
W10-17-1	W/B SYN-LUSTRO GL Alert Orange	141.41
W10-221-1	W/B SYN-LUSTRO GL Safety Red/Red Base	123.29
W10V_FIVES	WB Syn-Lustro Gloss FIVES	465.16
W10V_ONES	W/B Syn-Lustro Gloss ONES	93.63
W10V_QTS	WB Syn-Lustro Gloss QTS LOW1	22.74
W10V-14-1	W/B SYN-LUSTRO GL Hi-Vis Yellow	141.41
W10V-17-1	W/B SYN-LUSTRO GL Alert Orange	141.41
W10V-221-1	W/B SYN-LUSTRO GL Safety Red/Red Base	123.29
W1586_FIVES	PVA Concentrate FIVES	139.33
W1586_ONES	PVA Concentrate ONES	28.59
W350_FIVES	AZ Clear WB Eggshell Clear/Finish	160.91
W370_FIVES	Endurawall Elastomeric Coating FIVES	309.69
W5361_FIVES	Athletic Field Striping FIVES	156.85
W5827_FIVES	Hi-Hide PVA Sealer FIVES	240.67
W5946_FIVES	Int/Ext Low Sheen FIVES	201.14
W5946_L_FIVES	Int/Ext Low Sheen FIVES	212.60
W5946_MU_FIVES	Int/Ext Low Sheen FIVES	212.60
W5946_ONES	Int/Ext Low Sheen ONES	40.22
W6139_FIVES	Acrylic Elastomeric Coating White	268.37
W615_FIVES	Acoustikote FIVES	188.98
W615_ONES	Acoustikote ONES	38.69
W6160E_FIVES	Versaglo Latex Semi-Gloss FIVES	185.14
W6160E_ONES	Versaglo Latex Semi-Gloss ONES	37.90
W6220E_FIVES	Versa-Gloss FIVES	182.95
W6220E_ONES	Versa-Gloss ONES	37.44
W6230E_FIVES	Versawall FIVES	177.96
W6230E_ONES	Versawall ONES	36.45
W6240V_FIVES	VERSAFLAT FIVES	170.42
W6240V_ONES	VERSAFLAT ONES	33.07
W6250E_FIVES	Versasatin FIVES	179.73

W6250E_ONES	Versasatin ONES	36.82
W6400_FIVES	Ultra-Scrub FIVES	184.73
W6400_ONES	Ultra-Scrub ONES	36.93
W6401V_FIVES	QUICK-WALL Int Washable Latex Flat Paint	165.40
W6402V_FIVES	Super Wall FIVES	128.28
W6403V_FIVES	Super Wall RTU FIVES	107.60
W6403V_ONES	Super-Wall RTU ONES	22.22
W9_FIVES_LOW1	W/B Syn-Lustro Semi-Glos FIVES LOW1	429.48
W9_ONES_LOW1	W/B Syn-Lustro Semi-Glos ONES LOW1	86.41
W9_QTS_LOW1	W/B Syn-Lustro Semi-Glos QTS LOW1	19.60
Z5993_FIVES	Prefabricated Arch Red Oxide Coating FIV	198.22
Z5993_ONES	Prefabricated Arch Red Oxide Coating ONE	40.35
Z6037_FIVES	Hi-Hide Decovel FIVES	232.87

SUNDRIES

VENDOR	MATERIAL #	MATERIAL DESCRIPTION	EA/NU/PC CODE	BOX QTY	DE PRICE	MATERIAL GROUP
3M	3M-2020-1	Masking Tape 1in	051141331336	24	2.19	Masking/Covering
3M	3M-2020-15	Masking Tape 1.5in	051141334439	16	3.09	Masking/Covering
3M	3M-2020-15-4	Masking Tape 1.5in 4Pk	51141318912	4	11.49	Masking/Covering
3M	3M-2020-1-6	Masking Tape 1in 6Pk	051141318905	4	11.49	Masking/Covering
3M	3M-2020-2	Masking Tape 2in	051141391447	12	4.19	Masking/Covering
3M	3M-2060-15	Lacquar Masking Tape 1.5in	21200711336	24	5.99	Masking/Covering
3M	3M-2080-1	Faux Finish Tape 1in	51131797482	36	6.59	Masking/Covering
3M	3M-2080-15	Faux Finish Tape 1.5in	51131797499	24	8.99	Masking/Covering
3M	3M-2090-1	Safe Release Masking Tape 1in	05114696811	36	4.59	Masking/Covering
3M	3M-2090-15	Safe Release Msktg Tape 1.5in	51115068195	24	6.79	Masking/Covering
3M	3M-2090-15-4	Safe Release Tape 1.5in 4Pk	51141318837	4	25.99	Masking/Covering
3M	3M-2090-1-6	Safe Release Tape 1in 6Pk	051141318875	4	25.99	Masking/Covering
3M	3M-2090-2	Safe Release Masking Tape 2in	05115036835	18	8.99	Masking/Covering
3M	3M-2090-2-3	Safe Release Tape 2in 3Pk	051141318882	4	25.99	Masking/Covering
3M	3M-2093-15	Advncd Mult Purp Tape 1.5in	51141320328	24	8.99	Masking/Covering
3M	3M-2097-15	Exterior Blue Tape 36mm	51141362007	16	8.99	Masking/Covering
3M	3M-24000PGP-M	Block Sponge M 80G	51141395548	12	3.99	Abrasives
3M	3M-24001PGP-F	Block Sponge F 120G	51141395531	12	3.99	Abrasives
3M	3M-24002PGP-XF	Block Sponge X-F 180G	51141395487	12	3.99	Abrasives
3M	3M-24300PGP-M	Block Sponge X-C 36G	51141395470	12	3.99	Abrasives
3M	3M-24301PGP-F	Dual Angel Sponge M 80G	51141395524	12	4.29	Abrasives
3M	3M-24302PGP-XF	Dual Angel Sponge F 120G	51141395517	12	4.29	Abrasives
3M	3M-24303PGP-XC	Dual Angel Sponge X-C 36G	51141395500	12	4.29	Abrasives
3M	3M-2501PGP-80M	Ultra Flex Sponge M 80G	51141393650	12	4.99	Abrasives
3M	3M-2502PGP-120	Ultra Flex Sponge F 120G	51141393667	12	4.99	Abrasives
3M	3M-2503PGP-180	Ultra Flex Sponge X-F 180G	51141393674	12	4.99	Abrasives
3M	3M-25100NA-CC	Pro Grade No-Slip 100G 3Pk	51141342689	20	3.97	Abrasives
3M	3M-25150NA-CC	Pro Grade No-Slip 150G 3Pk	051141342696	20	3.97	Abrasives
3M	3M-25180NA-CC	Pro Grade No-Slip 180G 3Pk	51141342702	20	3.97	Abrasives
3M	3M-26080CP-5-CC	Pro Grade No-Slip 80G 20Pk	51141342719	5	17.39	Abrasives
3M	3M-26100CP-5-CC	Pro Grade No-Slip 100G 20Pk	51141342733	5	14.49	Abrasives
3M	3M-26120CP-5-CC	Pro Grade No-Slip 120G 20Pk	51141342740	5	14.49	Abrasives
3M	3M-26150CP-5-CC	Pro Grade No-Slip 150G 20Pk	51141342788	5	14.49	Abrasives

3M	3M-26180CP-5-CC	Pro Grade No-Slip 180G 20Pk	51141342795	5	10.49	Abrasives
3M	3M-26220CP-5-CC	Pro Grade No-Slip 220G 20Pk	51141342801	5	10.49	Abrasives
3M	3M-26320CP-5-CC	Pro Grade No-Slip 320G 20Pk	51141342818	5	10.49	Abrasives
3M	3M-27060PGP-15	PG Precision Sheets 60G 15Pk	51141980713	5	14.99	Abrasives
3M	3M-27100PGP-15	PG Precision Sheets 100G 15Pk	51141980690	5	12.99	Abrasives
3M	3M-27120PGP-15	PG Precision Sheets 120G 15Pk	51141980768	5	12.99	Abrasives
3M	3M-27150PGP-15	PG Precision Sheets 150G 15Pk	51141980782	5	12.99	Abrasives
3M	3M-27220PGP-15	PG Precision Sheets 220G 15Pk	51141980799	5	14.99	Abrasives
3M	3M-5P71-10	3M P96 Particulate Filter	51131973299	5	22.99	Abrasives
3M	3M-7447	Scotch-Brite General Pad Maroon	488110X0295	20	1.69	Safety
3M	3M-7448	Scotch-Brite General Pad Gray	51131074484	20	1.69	Abrasives
3M	3M-8210-10	Plus Propak 10Pack	51131917583	20	1.69	Abrasives
3M	3M-8210-20	Particulate Respirator 20pk	51138543433	8	1.69	Abrasives
3M	3M-8511-10	Respirator w/Valve N95 10pk	51138543433	4	1.69	Safety
3M	3M-8511-5	8511 Propak 5 Pack	51131917576	4	23.99	Safety
3M	3M-8654	Sanding & Fiberglass Insul Resp	51111086544	8	14.99	Safety
3M	3M-8656	Latex Paint & Odor Respirator	51111086568	12	6.49	Safety
3M	3M-9088NA	Waterproof Sandpak Assorted	51144090884	50	6.49	Safety
3M	3M-91252	Chemical Splash Impact Goggles	78371912529	10	3.99	Abrasives
3M	3M-99430NA	Drywall Sanding Shts 25Pk 120C	51144994304	10	5.99	Safety
3M	3M-99432NA	Drywall Sanding Shts 25Pk 100C	51144994328	10	7.99	Abrasives
3M	3M-99433NA	Drywall Sanding Shts 25Pk 80D	51144994335	10	7.99	Abrasives
3M	3M-99436NA	Drywall Sanding Scrn 10Pk 220	51144994366	10	7.99	Abrasives
3M	3M-99438NA	Drywall Sanding Scrn 10Pk 120	51144994380	10	11.99	Abrasives
3M	3M-AMF48	Advanced Masking Film 48 in x 180 ft	51141900384	10	12.99	Abrasives
3M	3M-AMF72	Advanced Masking Film 72 in x 90 ft	51141900391	12	15.99	Masking/Covering
3M	3M-AMF99	Advanced Masking Film 99 in x 90 ft	51141900407	12	12.99	Masking/Covering
3M	3M-CP4	Cntr Masking Film 4ftx180ft	51131868069	12	16.99	Masking/Covering
3M	3M-CP6	Cntr Masking Film 6ftx90ft	51131796836	12	11.99	Masking/Covering
3M	3M-CP9	Cntr Masking Film 9ftx90ft	51131796843	12	9.99	Masking/Covering
3M	3M-FB12	Cut-Off Film Blade 12in	51131796843	12	12.99	Masking/Covering
3M	3M-M3000	Hand Masker M3000	51131066025	6	21.99	Masking/Covering
3M	3M-PB12	Cut-Off Paper Blade 12in	51131773851	4	39.99	Masking/Covering
3M	3M-R209-1	Particulate Filter P100 4Pk	51131067967	6	15.99	Masking/Covering
3M	3M-R6001	Organic Vapor Cartridge	51131070004	5	16.99	Masking/Covering
3M	3M-R6001-3	Organic Vapor Rapl Cart 3 pak	51138216740	10	12.99	Safety
3M	3M-R6001-3	Organic Vapor Rapl Cart 3 pak	51141324401	4	29.99	Safety

3M	3M-R6211	Paint/Pesticide Respirator Med	51138542511	4	38.99	Safety
3M	3M-R6311	Paint/Pesticide Respirator Lg	51138542528	4	38.99	Safety
3M	3M-R7512	Pro Repairer Assembly Med	51131527652	4	49.99	Safety
3M	3M-R7513	Pro Repairer Assembly Lg	51131527669	4	49.99	Safety
3M	3M-R8233	Lead Paint Removal Resp	51141333540	6	13.99	Safety
3M	3M-R8511-2	3M Valved Sanding/Fiberglass Respirator	51131949331	12	8.99	Safety
3M	3M-WF8	3M Wood Filler Stainable 8 oz.	51141958217	12	8.99	Patching/Caulking
3M	BONDO1	Bondo Filler gal	76308002657	4	22.99	Patching/Caulking
3M	BONDO14	Bondo Filler qt	76308002626	12	13.89	Patching/Caulking
3M	BONDO-20052-14	All Purpose Putty qt	76308200527	3	1.99	Patching/Caulking
3M	BONDO-20054-1	All Purpose Putty gal	76308200541	2	34.99	Patching/Caulking
3M	BONDO-50058	BHS White Cream Hardner 2.75oz	76308200589	6	4.99	Patching/Caulking
3M	HARDNER	Bondo Red Hardner	76308009137	6	4.99	Patching/Caulking
A & A Wiping	BAG25	Bag Of Rags 2.5lb	76308009137	32	7.99	Tools
A & A Wiping	BLBG10	Write Balbrigon Rags 10lb	670354695100	4	25.99	Tools
A & A Wiping	CE-WR10	Cnr's Edge White Rags 10lb	670354895104	1	15.99	Tools
A & A Wiping	CE-WR25	Cnr's Edge White Rags 25lb	670354895258	1	39.99	Tools
A & A Wiping	DE-TT-10	10 Pack Terry Towel	790368008106	12	7.99	Tools
American Overseas	CC32-4	Cheese Cloth Unbleached	837369002013	24	3.49	Tools
American Overseas	CE-D100-9A	Cnr's Edge Canvas Drop 4oz	648140977129	12	15.99	Masking/Covering
American Overseas	D123-12A	Drop Cloth Medium 12ftx15ft	648140998698	3	36.99	Masking/Covering
American Overseas	D123-4A	Drop Cloth Medium 4ftx15ft	648140914421	12	14.99	Masking/Covering
American Overseas	D123-9A	Drop Cloth Medium 9ftx12ft	648140924192	6	22.99	Masking/Covering
American Overseas	DE-BD415	Buy/ Drop Hvy Wt 4ftx15ft	648140992108	10	21.99	Masking/Covering
American Overseas	DE-PC55	Poly Coated 5ftx5ft Drop Cloth	837369001665	12	7.99	Masking/Covering
American Overseas	PRO1000-12A	Pro Drop Cloth 12ftx15ft	648140959484	3	44.99	Masking/Covering
American Overseas	PRO1000-4A	Pro Drop Cloth 4ftx15ft	648140971202	12	17.99	Masking/Covering
American Overseas	PRO1000-6A	Pro Drop Cloth 6ftx9ft	837369001672	12	11.99	Masking/Covering
American Overseas	PRO1000-9A	Pro Drop Cloth 9ftx12ft	648140936621	12	28.99	Masking/Covering
American Overseas	SH3	Spray Hood	837369002198	72	2.19	Tools
American Overseas	SOK1	Spray Sock	837369002174	12	1.69	Tools
Armaly	AB-00006-2	Proplus Big Job Oval Sponge	70881000062	12	2.49	Tools
Armaly	AB-00009-3	Proplus HD Sponge Large	70881000093	12	1.99	Tools
ASM	ASM2412-G	12in MiniPole Assy Wrench Tight G Thread	769946000351	1	29.19	Spray Accessories
ASM	ASM2418-G	18in MiniPole Assy Wrench Tight G Thread	769946000436	1	29.99	Spray Accessories
ASM	ASM2424-G	24in MiniPole Assy Wrench Tight G Thread	769946000511	1	30.99	Spray Accessories

ASM	ASM7303-G	3' G Anglehad/Flat Tip Base	769946010466	1	83.79	Spray Accessories
ASM	ASM7306-G	6' G Anglehead/Flat Tip Base	769946010541	1	81.79	Spray Accessories
ASM	ASM7503	Teflon O-Ring 3pk	769946011418	1	3.29	Repair Parts
ASM	ASM7506AG	Anglehead Assy G Thread	735652004820	1	15.29	Spray Accessories
Bway	BP2	Plastic Bucket 2gal	20027055968	12	2.49	Tools
Bway	BP5	Plastic Bucket 5gal	648140988897	12	4.99	Tools
Bway	L50	Plastic Bucket 1gal	20027055951	24	1.99	Tools
Bway	TTCR1	Empty Gallon Can	648140933743	34	3.29	Tools
Bway	TTCR14	Empty Quart Can	648140936584	56	1.97	Tools
Corona	COR-13590-25	Sabre Angle 2.5in	748263005027	6	15.99	Applicators
Corona	COR-18560-25	Cortez Angle 2.5in	748263005676	6	18.49	Applicators
Corona	COR-18590-2	Delta Angle 2in	748263005744	6	13.99	Applicators
Corona	COR-18590-25	Delta Angle 2.5in	748263005751	6	17.49	Applicators
Corona	COR-20460-25	Edge FS Brush 2.5in	748263006208	6	15.99	Applicators
Corona	COR-20460-3	Edge FS Brush 3in	748263006215	6	21.59	Applicators
Corona	COR-20560-2	Excalbur Angle 2in	748263006239	6	15.49	Applicators
Corona	COR-20560-25	Excalbur Angle 2.5in	748263006246	6	18.49	Applicators
Corona	COR-20560-3	Excalbur Angle 3in	748263006253	6	22.89	Applicators
Corona	COR-20590-2	Ryan Angle 2in	748263006321	6	13.99	Applicators
Corona	COR-20590-25	Ryan Angle 2.5in	748263006338	6	16.49	Applicators
Corona	COR-20590-3	Ryan Angle 3in	748263006345	6	21.59	Applicators
Custom Building	DE19	Stucco Patch 25lb	10186077802	3	14.99	Patching/Caulking
Custom Building	DF25	Fixall 25lb	10186329710	3	15.99	Patching/Caulking
DAP	12122	Dap 33 Glazing qt	70798121225	6	11.99	Patching/Caulking
DAP	18003	Kwik Seal Tub& Tile White 5.5oz	70798180017	12	3.69	Patching/Caulking
DAP	18065	Alex Painters Caulk	70798180659	12	1.79	Patching/Caulking
DAP	18071	Alex Plus Caulk Clear	70798180710	12	3.49	Patching/Caulking
DAP	18101	Alex Plus Caulk White	70798180710	12	2.59	Patching/Caulking
DAP	CP1S	Custom Patch Smooth gal	070798127173	2	24.99	Patching/Caulking
DAP	CP1T	Custom Patch Textured gal	070798127176	2	24.99	Patching/Caulking
DAP	FLEXALL1	Flexall All Purpose Filler gal	70798187504	2	27.99	Patching/Caulking
DAP	PP200	Power Point 200	70798187504	12	2.99	Patching/Caulking
Deft	DEF18	Wood Finish Clear SG Spray	37125011130	6	7.99	Clear Finishes
Deft	DEF1-017	Wood Finish Clear Satin Spray	37125017132	6	7.99	Clear Finishes
Deft	DEF1-25701-1	Polyurethane Int/Ext WB Gl gal	37125257019	4	69.99	Clear Finishes
Deft	DEF1-25704-14	Polyurethane Int/Ext WB Gl qt	37125257040	4	21.99	Clear Finishes

Deft	DEFT-25801-1	Polyurethane Int/Ext WB SG gal	37125258016	4	69.99	Clear Finishes
Deft	DEFT-25804-14	Polyurethane Int/Ext WB SG qt	37125258047	4	21.99	Clear Finishes
Deft	DEFT-25901-1	Polyurethane Int/Ext WB Sat gal	37125259013	4	69.99	Clear Finishes
Deft	DEFT-25904-14	Polyurethane Int/Ext WB Sat qt	37125259044	4	21.99	Clear Finishes
Deft	DEFTHANE1-1	Deftthane Max275 Gloss gal	37125021016	4	49.99	Clear Finishes
Deft	DEFTHANE1V-14	Deftthane Max275 Gloss qt	037125021047	4	18.99	Clear Finishes
Deft	DEFTHANE2-1	Deftthane Max275 Satin gal	37125025137	4	49.99	Clear Finishes
Deft	DEFTHANE2-18	Deftthane Max450 Satin Spray	37125026011	6	8.99	Clear Finishes
Deft	DEFTHANE2V-14	Deftthane Max275 Satin qt	037125025042	4	18.99	Clear Finishes
Deft	DEFTHANE3-1	Deftthane Max275 SG gal	37125123017	4	49.99	Clear Finishes
Deft	DEFTHANE3-18	Deftthane Max 450 SG Spray	37125023133	6	8.99	Clear Finishes
Deft	DEFTHANE3V-14	Deftthane Max275 SG qt	037125123049	4	18.99	Clear Finishes
Deft	TR1	Tac Rags	810674010015	12	1.19	Tools
Devoe	DV-DC00010000-1	Devoe T0 Thinner gal	22367528713	2	111.00	Industrial Coatings
Devoe	DV-DC00010000-5	Devoe T0 Thinner 5gal	22367528720	1	452.00	Industrial Coatings
Devoe	DV-DC000910000-1	Devoe T9 Thinner gal	22367141424	2	31.29	Industrial Coatings
Devoe	DV-DC01010000-1	Devoe T10 Thinner gal	22367141448	2	26.59	Industrial Coatings
Devoe	DV-DC01700000-1	Devoe T17 Thinner gal	22367141462	2	51.99	Industrial Coatings
Devoe	DV-DC1403S6110-1	Devprime 1403 Grey gal	22367011246	2	29.29	Industrial Coatings
Devoe	DV-DC1403S6110-5	Devprime 1403 Grey 5gal	22367011253	1	142.00	Industrial Coatings
Devoe	DV-DC1403S7821-1	Devprime 1403 QD Alkyd Metal Primer Red g	22367011260	2	62.19	Industrial Coatings
Devoe	DV-DC1403S7821-5	Devprime 1403 QD Alkyd Mtl Primer Red 5ga	22367011277	1	307.00	Industrial Coatings
Devoe	DV-DC1409S6110-1	Devprime 1409 White gal	22367012458	2	60.09	Industrial Coatings
Devoe	DV-DC1431S1000-1	Devprime 1409 Grey gal	22367012472	2	58.49	Industrial Coatings
Devoe	DV-DC1431S1000-1	Devlac 1431 White gal	22367011376	2	31.19	Industrial Coatings
Devoe	DV-DC1431S9000-1	Devlac 1431 GISS Alkyd Enamel Sfty Red g	22367011406	2	56.19	Industrial Coatings
Devoe	DV-DC1431S9200-1	Devlac 1431 GISS Alkyd Enamel Sfty Orang	22367011413	2	50.49	Industrial Coatings
Devoe	DV-DC1431S9400-1	Devlac 1431 GISS Alkyd Enamel Sfty Yellow	22367011420	2	39.19	Industrial Coatings
Devoe	DV-DC1431S9500-1	Devlac 1431 Base Light gal	22367011284	2	26.69	Industrial Coatings
Devoe	DV-DC1431S9500-5	Devlac 1431 Base Light 5gal	22367011291	1	130.00	Industrial Coatings
Devoe	DV-DC1431S9501-1	Devlac 1431 Base Deep gal	22367011307	2	26.69	Industrial Coatings
Devoe	DV-DC1431S9501-5	Devlac 1431 Base Deep 5gal	22367011314	1	130.00	Industrial Coatings
Devoe	DV-DC1431S9502-1	Devlac 1431 Base Ultra Deep gal	22367011321	2	26.69	Industrial Coatings
Devoe	DV-DC1431S9502-5	Devlac 1431 Base Ultra Deep 5gal	22367011338	1	130.00	Industrial Coatings
Devoe	DV-DC1431S9503-1	Devlac 1431 Base Yellow gal	22367011352	2	34.99	Industrial Coatings
Devoe	DV-DC1431S9504-1	Devlac 1431 Base Red gal	22367011345	2	55.79	Industrial Coatings



Devoe	DV-DC1432S1000-1	Devlac 1432 White gal	22367012434	2	64.79	Industrial Coatings
Devoe	DV-DC1432S9500-1	Devlac 1432 Base Light gal	22367012311	2	53.19	Industrial Coatings
Devoe	DV-DC1432S9501-1	Devlac 1432 Base Deep gal	22367012335	2	53.19	Industrial Coatings
Devoe	DV-DC1432S9502-1	Devlac 1432 Base Ultra Deep gal	22367012359	2	53.19	Industrial Coatings
Devoe	DV-DC1432S9903-1	Devlac 1432 Black gal	22367012373	2	53.69	Industrial Coatings
Devoe	DV-DC1440S1000-1	Devcryl 1440 White gal	22367011031	2	40.99	Industrial Coatings
Devoe	DV-DC1440S9500-1	Devcryl 1440 Base Light gal	22367011055	2	35.09	Industrial Coatings
Devoe	DV-DC1440S9500-5	Devcryl 1440 Base Light 5gal	22367011062	1	172.00	Industrial Coatings
Devoe	DV-DC1440S9502-1	Devcryl 1440 Base Ultra Deep gal	22367011079	2	35.09	Industrial Coatings
Devoe	DV-DC1440S9502-5	Devcryl 1440 Base Ultra Deep 5gal	22367011086	1	172.00	Industrial Coatings
Devoe	DV-DC1440S9903-1	Devcryl 1440 Black gal	22367011093	2	65.99	Industrial Coatings
Devoe	DV-DC1448S1000-1	Devcryl WB S-GL Acrylic DTM Enamel Wht g	22367012076	2	49.69	Industrial Coatings
Devoe	DV-DC1448S1000-5	Devcryl WB S-GL Acrylic DTM Enamel Wht 5	22367012083	1	247.00	Industrial Coatings
Devoe	DV-DC1448S9000-1	Devcryl WB S-GL Acric DTM Enamel-Stly Red	22367012038	2	78.29	Industrial Coatings
Devoe	DV-DC1448S9200-1	Devcryl WB S-GL Acric DTM Enamel-Stly Org	22367012045	2	85.69	Industrial Coatings
Devoe	DV-DC1448S9400-1	Devcryl WB S-GL Acric DTM Enamel-Stly Yllw	22367012052	2	82.79	Industrial Coatings
Devoe	DV-DC1448S9500-1	Devcryl WB S-GL Acric DTM EnamelBase Light	22367011956	2	40.19	Industrial Coatings
Devoe	DV-DC1448S9501-1	Devcryl WB S-GL Acrylic DTM EnamelBase Light	22367011963	1	199.00	Industrial Coatings
Devoe	DV-DC1448S9501-5	Devcryl WB S-GL ACRYLIC DTM-Base Deep ga	22367011970	2	40.19	Industrial Coatings
Devoe	DV-DC1448S9502-1	Devcryl WB S-GL ACRYLIC DTM-Base Deep 5g	22367011987	1	199.00	Industrial Coatings
Devoe	DV-DC1448S9502-5	Devcryl WB S-GL ACRYLIC DTM-Base Ultra D	22367012007	2	40.19	Industrial Coatings
Devoe	DV-DC1448S9903-1	Devcryl WB S-GL ACRYLIC DTM-Base Ultra D	22367012014	1	199.00	Industrial Coatings
Devoe	DV-DC1449S1000-1	Devcryl 1449 White gal	22367012021	2	61.79	Industrial Coatings
Devoe	DV-DC1449S9500-1	Devcryl 1449 Base Light gal	22367011109	2	40.49	Industrial Coatings
Devoe	DV-DC1449S9500-5	Devcryl 1449 Base Light 5gal	22367011147	2	36.89	Industrial Coatings
Devoe	DV-DC1449S9502-1	Devcryl 1449 Base Ultra Deep gal	22367011154	1	177.00	Industrial Coatings
Devoe	DV-DC1449S9502-5	Devcryl 1449 Base Ultra Deep 5gal	22367011123	2	36.89	Industrial Coatings
Devoe	DV-DC201F0245-1	Devran 201H Low VOC Light Grey PT A gal	22367011130	1	177.00	Industrial Coatings
Devoe	DV-DC201G0300-14	Devran 201H Low VOC Part B qt	22367550974	2	60.39	Industrial Coatings
Devoe	DV-DC201H0245KIT-5	Devran 201H Low VOC Light Grey Kit	22367550998	6	18.59	Industrial Coatings
Devoe	DV-DC203B2735-1	Devran 203 WB Epoxy Primer Light Gry Prt A	22367551018	1	340.00	Industrial Coatings
Devoe	DV-DC203B2735-5	Devran 203 WB Epoxy Primer Light Gry Prt A 5g	22367436995	2	75.39	Industrial Coatings
Devoe	DV-DC203C0910-1	Devran 203 WB Epoxy Primer Part B gal	22367516475	1	341.00	Industrial Coatings
Devoe	DV-DC203C0910-14	Devran 203 WB Epoxy Primer Part B qt	22367516482	2	62.59	Industrial Coatings
Devoe	DV-DC224E3501-1	Devran 224V White Part A gal	22367437084	6	17.19	Industrial Coatings
Devoe	DV-DC224E3501-1	Devran 224V White Part A gal	22367627256	2	60.19	Industrial Coatings

Devoe	DV-DC224E3501-5	Devran 224V White Part A 5gal	22367627263	1	301.00	Industrial Coatings
Devoe	DV-DC224E9400-1	Devran 224V Safety Yellow Part A gal	22367627386	2	73.59	Industrial Coatings
Devoe	DV-DC224E9501-1	Devran 224V Base Deep Tint Part A gal	22367627294	2	45.39	Industrial Coatings
Devoe	DV-DC224E9502-1	Devran 224V Base Neutral Tint Part A gal	22367627331	2	45.39	Industrial Coatings
Devoe	DV-DC224G0908-1	Devran 224V Part B gal	22367627409	2	60.19	Industrial Coatings
Devoe	DV-DC224G0908-5	Devran 224V Part B 5gal	22367627416	1	301.00	Industrial Coatings
Devoe	DV-DC231B3500-1	Bar-Rust 231 High Hide White Part A gal	22367420048	2	54.09	Industrial Coatings
Devoe	DV-DC231K1640KIT-5	Bar-Rust 231 Low VOC Buff Kit	22367552770	1	387.00	Industrial Coatings
Devoe	DV-DC231K3500KIT-5	Bar-Rust 231 High Hide White Kit	22367402822	1	320.00	Industrial Coatings
Devoe	DV-DC235B2973-1	Bar-Rust 235 Light Grey Part A gal	22367552718	1	403.00	Industrial Coatings
Devoe	DV-DC235B3501-1	Bar-Rust 235 Off White Part A gal	22367246549	2	33.49	Industrial Coatings
Devoe	DV-DC235B3501-5	Bar-Rust 235 Off White Part A 5gal	22367162191	2	34.39	Industrial Coatings
Devoe	DV-DC235B3500-1	Bar-Rust 235 Base White Tint Part A gal	22367162207	1	177.00	Industrial Coatings
Devoe	DV-DC235B9500-5	Bar-Rust 235 Base White Tint Part A 5gal	22367389390	2	39.29	Industrial Coatings
Devoe	DV-DC235B9501-1	Bar-Rust 235 Base Deep Tint Part A gal	22367389413	2	39.29	Industrial Coatings
Devoe	DV-DC235B9502-1	Bar-Rust 235 Base Neutral Tint Part A ga	22367389437	2	195.00	Industrial Coatings
Devoe	DV-DC235B9903-1	Bar-Rust 235 Black Part A gal	22367246747	2	34.39	Industrial Coatings
Devoe	DV-DC235C0980-1	Bar-Rust 235 Light Color Part B gal	22367390075	2	51.89	Industrial Coatings
Devoe	DV-DC235C0980-14	Bar-Rust 235 Light Color Part B qt	22367390082	6	20.69	Industrial Coatings
Devoe	DV-DC235E3501-1	Bar-Rust 235V White Part A gal	22367543983	2	43.19	Industrial Coatings
Devoe	DV-DC235E9500-1	BAR-RUST 235V BASE WHITE TINT PART A GAL	22367544010	2	43.19	Industrial Coatings
Devoe	DV-DC235E9500-5	Bar-Rust 235V Base White Tint Part A 5ga	22367544027	1	242.00	Industrial Coatings
Devoe	DV-DC235E9501-1	Bar-Rust 235V Base Deep Tint Part A gal	22367544034	2	43.19	Industrial Coatings
Devoe	DV-DC235E9502-1	Bar-Rust 235V Base Neutral Tint Part A g	22367544058	2	43.19	Industrial Coatings
Devoe	DV-DC235G0980-1	Bar-Rust 235V Part B gal	22367472108	2	62.29	Industrial Coatings
Devoe	DV-DC235G0980-14	Bar-Rust 235V Part B qt	22367472115	6	22.39	Industrial Coatings
Devoe	DV-DC378B9500-1	Devthane 378 Base White Tint Part A gal	22367165710	2	55.29	Industrial Coatings
Devoe	DV-DC378B9500-5	Devthane 378 Base White Tint Part A 5gal	22367165727	1	275.00	Industrial Coatings
Devoe	DV-DC378B9501-1	Devthane 378 Base Deep Tint Part A gal	22367165734	2	55.29	Industrial Coatings
Devoe	DV-DC378B9501-5	Devthane 378 Base Deep Tint Part A 5gal	22367165741	1	275.00	Industrial Coatings
Devoe	DV-DC378B9502-1	Devthane 378 Base Neutral Tint Part A ga	22367165758	2	55.29	Industrial Coatings
Devoe	DV-DC378B9502-5	Devthane 378 Base Neutral Tint Part A 5g	22367165765	1	275.00	Industrial Coatings
Devoe	DV-DC378C0910-1	Devthane 378 Part B gal	22367165772	2	112.00	Industrial Coatings
Devoe	DV-DC378C0910-14	Devthane 378 Part B qt	22367165789	6	25.79	Industrial Coatings
Devoe	DV-DC378F9500-1	Devthane 378H Base White Tint Part A gal	22367454944	2	53.99	Industrial Coatings

Devoe	DV-DC378F9500-5	Devthane 378H Base White Tint Part A 5ga	22367454951	1	268.00	Industrial Coatings
Devoe	DV-DC378F9501-1	Devthane 378H Base Deep Tint Part A gal	22367454968	2	53.99	Industrial Coatings
Devoe	DV-DC378F9501-5	Devthane 378H Base Deep Tint Part A 5gal	22367454975	1	268.00	Industrial Coatings
Devoe	DV-DC378F9502-1	Devthane 378H Base Neutral Tint PartA ga	22367454982	2	53.99	Industrial Coatings
Devoe	DV-DC378F9502-5	Devthane 378H Base Neutral Tint PartA 5g	22367454999	1	268.00	Industrial Coatings
Devoe	DV-DC379B0036-1	Devthane 379 Clear Gloss Part A gal	22367248000	2	56.69	Industrial Coatings
Devoe	DV-DC379B9000-1	Devthane 379 Safety Red Part A gal	22367165840	2	61.69	Industrial Coatings
Devoe	DV-DC379B9200-1	Devthane 379 Safety Orange Part A gal	22367348731	2	91.39	Industrial Coatings
Devoe	DV-DC379B9400-1	Devthane 379 Safety Yellow Part A gal	22367380595	2	68.09	Industrial Coatings
Devoe	DV-DC379B9500-1	Devthane 379 Base White Tint Part A gal	22367165895	2	47.09	Industrial Coatings
Devoe	DV-DC379B9500-5	Devthane 379 Base White Tint Part A 5gal	22367165901	1	242.00	Industrial Coatings
Devoe	DV-DC379B9501-1	Devthane 379 Base Deep Tint Part A gal	22367165918	2	47.09	Industrial Coatings
Devoe	DV-DC379B9501-5	Devthane 379 Base Deep Tint Part A 5gal	22367165925	1	242.00	Industrial Coatings
Devoe	DV-DC379B9502-1	Devthane 379 Base Neutral Tint Part A ga	22367165932	2	47.09	Industrial Coatings
Devoe	DV-DC379B9502-5	Devthane 379 Base Neutral Tint Part A 5	22367165949	1	242.00	Industrial Coatings
Devoe	DV-DC379B9903-1	Devthane 379 Black Part A gal	22367248239	2	57.49	Industrial Coatings
Devoe	DV-DC379C0910-1	Devthane 379/359H Part B gal	22367165956	2	129.00	Industrial Coatings
Devoe	DV-DC379C0910-14	Devthane 379/359H Part B gal	22367165956	2	129.00	Industrial Coatings
Devoe	DV-DC379C0910-14	Devthane 379/359H Part B qt	22367165963	6	33.29	Industrial Coatings
Devoe	DV-DC379F0036-1	Devthane 379H Clear Gloss Part A gal	22367493479	2	55.49	Industrial Coatings
Devoe	DV-DC379F1000-1	Devthane 379H HH White Part A gal	22367496777	2	61.79	Industrial Coatings
Devoe	DV-DC379F1000-1	Devthane 379H HH White Part A gal	22367496777	2	61.79	Industrial Coatings
Devoe	DV-DC379F1000-5	Devthane 379H HH White Part A 5gal	22367496753	1	314.00	Industrial Coatings
Devoe	DV-DC379F1000-5	Devthane 379H HH White Part A 5gal	22367496753	1	314.00	Industrial Coatings
Devoe	DV-DC379F9000-1	Devthane 379H Safety Red Part A gal	22367455651	2	85.79	Industrial Coatings
Devoe	DV-DC379F9200-1	Devthane 379H Safety Orange Part A gal	22367455668	2	85.99	Industrial Coatings
Devoe	DV-DC379F9400-1	Devthane 379H Safety Yellow Part A gal	22367455675	2	78.19	Industrial Coatings
Devoe	DV-DC379F9500-1	Devthane 379H Base White Tint Part A gal	22367453510	2	50.99	Industrial Coatings
Devoe	DV-DC379F9500-5	Devthane 379H Base White Tint Part A 5ga	22367453527	1	255.00	Industrial Coatings
Devoe	DV-DC379F9501-1	Devthane 379H Base Deep Tint Part A gal	22367453534	2	50.99	Industrial Coatings
Devoe	DV-DC379F9501-5	Devthane 379H Base Deep Tint Part A 5gal	22367453541	1	255.00	Industrial Coatings
Devoe	DV-DC379F9502-1	Devthane 379H Base Neutral Tint PartA ga	22367453558	2	50.99	Industrial Coatings
Devoe	DV-DC379F9502-5	Devthane 379H Base Neutral Tint PartA 5g	22367453565	1	255.00	Industrial Coatings
Devoe	DV-DC379F9903-1	Devthane 379H Black Part A gal	22367446987	2	66.99	Industrial Coatings
Devoe	DV-DV44200300-1	Tri-Glaze WB S-GL Epoxy Coat PartA Deep BS	22367560720	2	58.09	Industrial Coatings

Devoe	DV-DV44200400-1	Tru-Glaze WB SG Epoxy Coat PtdA UltrDeep BS	22367560768	2	58.09	Industrial Coatings
Devoe	DV-DV44200500-1	Tru-Glaze WB SG Epoxy Coat PtdA Ntrl Base	22367627140	2	58.09	Industrial Coatings
Devoe	DV-DV44269999-1	Tru-Glaze WB SG Epoxy Coat SemiGloss PartB	22367560805	2	88.69	Industrial Coatings
Devoe	DV-DV44289999-1	Tru-Glaze WB Gloss Epoxy Coat Part B gal	22367560843	2	90.79	Industrial Coatings
Devoe	DV-DV44380100-1	Tru-Glaze WB Epoxy Coating Wht Part A ga	22367012090	2	69.69	Industrial Coatings
Devoe	DV-DV44380100-5	Tru-Glaze WB Epoxy Coating Wht Part A 5g	22367012106	1	351.00	Industrial Coatings
Devoe	DV-DV44380110-1	Tru-Glaze WB Epoxy Coat BS Lgt Tnt Part A	22367012113	2	73.09	Industrial Coatings
Devoe	DV-DV44380110-5	Tru-Glaze WB Epoxy Coat BS Lgt Tnt Part A	22367012120	1	368.00	Industrial Coatings
Devoe	DV-DV44389996-1	Tru-Glaze WB Semi-Gloss Epoxy Coat Part	22367012137	2	77.09	Industrial Coatings
Devoe	DV-DV44389996-5	Tru-Glaze WB Semi-Gloss Epoxy Coat PartB	22367012144	1	388.00	Industrial Coatings
Devoe	DV-DV44389998-1	Tru-Glaze WB Gloss Epoxy Coating Part B g	22367012151	2	78.49	Industrial Coatings
Devoe	DV-DV44389998-5	Tru-Glaze WB Gloss Epoxy Coating Pt B 5g	22367012168	1	394.00	Industrial Coatings
Dickies	WPP30X32	Painters Parts White 30x32	29311669256	6	19.99	Clothing
Dickies	WPP32X30	Painters Parts White 32x30	29311669287	6	19.99	Clothing
Dickies	WPP32X32	Painters Parts White 32x32	29311669294	6	19.99	Clothing
Dickies	WPP34X30	Painters Parts White 34x30	29311669324	6	19.99	Clothing
Dickies	WPP34X32	Painters Parts White 34x32	29311669331	6	19.99	Clothing
Dickies	WPP34X34	Painters Parts White 34x34	29311669348	6	19.99	Clothing
Dickies	WPP36X30	Painters Parts White 36x30	29311669362	6	19.99	Clothing
Dickies	WPP36X32	Painters Parts White 36x32	29311669379	6	19.99	Clothing
Dickies	WPP36X34	Painters Parts White 36x34	29311669386	6	19.99	Clothing
Dickies	WPP38X30	Painters Parts White 38x30	29311669409	6	19.99	Clothing
Dickies	WPP38X32	Painters Parts White 38x32	29311669416	6	19.99	Clothing
Dickies	WPP38X34	Painters Parts White 38x34	29311339944	6	19.99	Clothing
Dickies	WPP40X30	Painters Parts White 40x30	29311669423	6	19.99	Clothing
Dickies	WPP40X32	Painters Parts White 40x32	29311669430	6	19.99	Clothing
Dickies	WPP42X30	Painters Parts White 42x30	29311669447	6	19.99	Clothing
Dickies	WPP42X32	Painters Parts White 42x32	29311669454	6	19.99	Clothing
Dickies	WPS32	Painters Shorts White 32	607645454092	6	17.99	Clothing
Dickies	WPS34	Painters Shorts White 34	607645454108	6	17.99	Clothing
Dickies	WPS36	Painters Shorts White 36	607645454115	6	17.99	Clothing
Dickies	WPS38	Painters Shorts White 38	607645454122	6	17.99	Clothing
Dickies	WPS40	Painters Shorts White 40	607645454139	6	17.99	Clothing
Dickies	WPS42	Painters Shorts White 42	607645454146	6	17.99	Clothing
Dripless	CG200	Dripless Caulking Gun	764509012000	12	6.49	Patching/Caulking
Dripless	DRIP-CR200	Ratchet Drive Caulking Gun	764509012208	12	5.99	Patching/Caulking

DULUX	DUL-N58US002-UNIT	Roller Cleaner	9300611519757	1	23.99	Tools
Gardner	PNG-PH-290102	Insta-Chek Mech pH Pencil	691023312197	1	47.99	Tools
Gardner Gibson	CE-CAULK12	Contractor Edge 15yr Caulk	648140965775	12	19.99	Patching/Caulking
Gardner Gibson	DEC10	Acrylic White Caulk	648140961456	12	2.49	Patching/Caulking
Gardner Gibson	DEC20	Acrylic Caulk Case	648140980655	12	21.99	Patching/Caulking
Gardner Gibson	GG-8811-1	Perma Patch 101 Smooth gal	27134881114	4	23.99	Patching/Caulking
Gardner Gibson	GG-8812-1	Perma Patch 102 Texture gal	27134881213	4	23.99	Patching/Caulking
Graco	G17C-310	Graco 390 PC Stand	633955695139	1	779.00	Sprayers
Graco	G181-072	Strainer	633955188266	1	17.49	Repair Parts
Graco	G181-073	Outlet Strainer	633955060517	1	20.49	Repair Parts
Graco	G183-770	Outlet Strainer	633955272187	1	13.99	Repair Parts
Graco	G189-920	Pump Strainer	633955094086	1	22.19	Repair Parts
Graco	G206-994	Throat Seal Lube 8oz	633955309692	6	19.99	Spray Accessories
Graco	G206-995	Throat Seal Lube 32oz	633955312197	6	32.21	Spray Accessories
Graco	G218-131	Filter 50Mesh	633955129740	1	8.89	Repair Parts
Graco	G218-133	Gun Filter	633955280977	1	8.89	Repair Parts
Graco	G224-081	Solvent Gasket Kit	633955410848	1	21.59	Repair Parts
Graco	G235-004	Strainer	633955452633	1	45.99	Repair Parts
Graco	G238-358	BlueMax Airless Hose 3ftx3/16in	633955707092	1	25.99	Spray Accessories
Graco	G240-794	BlueMax Airless Hose 50ftx1/4in	633955662562	1	65.99	Spray Accessories
Graco	G240-797	BlueMax Airless Hose 50ftx3/8in	633955662593	1	109.00	Spray Accessories
Graco	G243-080	EZ Out Filter 60Mesh	633955917224	1	12.19	Repair Parts
Graco	G243-161	HandTite RAC V Tip Guard 7/8in	633955912946	1	29.59	Spray Accessories
Graco	G243-281	Single Seal	633955920934	1	20.19	Repair Parts
Graco	G244-067	Filter 60Mesh	633955960077	1	13.49	Repair Parts
Graco	G246-215	HandTite RAC X Tip Guard 7/8in	633955681655	1	29.99	Spray Accessories
Graco	G246-240	Silver Plus Gun w/ RAC X 517 Tip	633955912328	1	229.00	Spray Accessories
Graco	G246-385	Strainer	633955921535	1	11.99	Repair Parts
Graco	G266-211	Airtess Flat Tip 211	633955553545	6	3.99	Spray Accessories
Graco	G266-313	Airtess Flat Tip 313	633955514348	6	3.99	Spray Accessories
Graco	G266-315	Airtess Flat Tip 315	633955064676	6	3.99	Spray Accessories
Graco	G266-411	Airtess Flat Tip 411	633955627291	6	3.99	Spray Accessories
Graco	G266-413	Airtess Flat Tip 413	633955387843	6	3.99	Spray Accessories
Graco	G266-415	Airtess Flat Tip 415	633955277601	6	3.99	Spray Accessories
Graco	G266-417	Airtess Flat Tip 417	633955076020	6	3.99	Spray Accessories
Graco	G266-513	Airtess Flat Tip 513	633955166769	6	3.99	Spray Accessories

Graco	G266-515	Airless Flat Tip 515	633955386907	6	3.99	Spray Accessories
Graco	G266-517	Airless Flat Tip 517	633955426047	6	3.99	Spray Accessories
Graco	G266-615	Airless Flat Tip 615	633955257498	6	3.99	Spray Accessories
Graco	G266-617	Airless Flat Tip 617	633955375192	6	3.99	Spray Accessories
Graco	G266-619	Airless Flat Tip 619	633955422452	6	3.99	Spray Accessories
Graco	G266-621	Airless Flat Tip 621	633955119154	6	3.99	Spray Accessories
Graco	G286-211	RAC V Switch Tip 211	633955913875	1	23.99	Spray Accessories
Graco	G286-213	RAC V Switch Tip 213	633955913882	1	23.99	Spray Accessories
Graco	G286-311	RAC V Switch Tip 311	633955913981	1	23.99	Spray Accessories
Graco	G286-313	RAC V Switch Tip 313	633955913998	1	23.99	Spray Accessories
Graco	G286-315	RAC V Switch Tip 315	633955914001	1	23.99	Spray Accessories
Graco	G286-411	RAC V Switch Tip 411	633955914094	1	23.99	Spray Accessories
Graco	G286-413	RAC V Switch Tip 413	633955914100	1	23.99	Spray Accessories
Graco	G286-415	RAC V Switch Tip 415	633955914117	1	23.99	Spray Accessories
Graco	G286-417	RAC V Switch Tip 417	633955914124	1	23.99	Spray Accessories
Graco	G286-513	RAC V Switch Tip 513	633955914292	1	23.99	Spray Accessories
Graco	G286-515	RAC V Switch Tip 515	633955914308	1	23.99	Spray Accessories
Graco	G286-517	RAC V Switch Tip 517	633955914315	1	23.99	Spray Accessories
Graco	G286-613	RAC V Switch Tip 613	633955914483	1	23.99	Spray Accessories
Graco	G286-615	RAC V Switch Tip 615	633955914490	1	23.99	Spray Accessories
Graco	G286-617	RAC V Switch Tip 617	633955914506	1	23.99	Spray Accessories
Graco	G286-619	RAC V Switch Tip 619	633955914513	1	23.99	Spray Accessories
Graco	G286-621	RAC V Switch Tip 621	633955914520	1	23.99	Spray Accessories
Graco	G287-032	Filter	633955911994	1	8.59	Repair Parts
Graco	G287-033	Filter	633955912007	1	8.59	Repair Parts
Graco	G288-420	Contractor Gun w/RAC X Tip	633955215764	1	249.00	Spray Accessories
Graco	G288-430	Gun, FTX, Rac X (PKGD)	633955215818	1	179.00	Spray Accessories
Graco	G-FFT-310	Fine Finish RAC X Tip 310	633955893443	1	29.99	Spray Accessories
Graco	G-FFT-410	Fine Finish RAC X Tip 410	633955893474	1	29.99	Spray Accessories
Graco	G-FFT-412	Fine Finish RAC X Tip 412	633955893481	1	29.99	Spray Accessories
Graco	G-LTX-211	Latex RAC X Switch Tip 211	633955070899	1	23.99	Spray Accessories
Graco	G-LTX-213	Latex RAC X Switch Tip 213	633955070981	1	23.99	Spray Accessories
Graco	G-LTX-311	Latex RAC X Switch Tip 311	633955070950	1	23.99	Spray Accessories
Graco	G-LTX-313	Latex RAC X Switch Tip 313	633955070998	1	23.99	Spray Accessories
Graco	G-LTX-315	Latex RAC X Switch Tip 315	633955889606	1	23.99	Spray Accessories
Graco	G-LTX-411	Latex RAC X Switch Tip 411	633955070967	1	23.99	Spray Accessories

Graco	G-LTX-413	Latex RAC X Switch Tip 413	633955071001	1	23.99	Spray Accessories
Graco	G-LTX-415	Latex RAC X Switch Tip 415	633955889422	1	21.99	Spray Accessories
Graco	G-LTX-417	Latex RAC X Switch Tip 417	633955889439	1	21.99	Spray Accessories
Graco	G-LTX-513	Latex RAC X Switch Tip 513	633955071025	1	21.99	Spray Accessories
Graco	G-LTX-515	Latex RAC X Switch Tip 515	633955889484	1	21.99	Spray Accessories
Graco	G-LTX-517	Latex RAC X Switch Tip 517	633955889491	1	23.99	Spray Accessories
Graco	G-LTX-519	Latex RAC X Switch Tip 519	633955889507	1	23.99	Spray Accessories
Graco	G-LTX-615	Latex RAC X Switch Tip 615	633955079823	1	23.99	Spray Accessories
Graco	G-LTX-617	Latex RAC X Switch Tip 617	633955889569	1	23.99	Spray Accessories
Graco	G-LTX-619	Latex RAC X Switch Tip 619	633955889576	1	23.99	Spray Accessories
Graco	G-LTX-621	Latex RAC X Switch Tip 621	633955889583	1	23.99	Spray Accessories
Graco	G-LTX-623	Latex RAC X Switch Tip 623	633955889590	1	23.99	Spray Accessories
Homax	4055	Easy Touch Orange Peel Spray	41072040556	6	14.49	Patching/Caulking
Homax	4065	Easy Touch Knockdown Spray	41072040655	6	14.49	Patching/Caulking
Homax	4092	Easy Touch WB Texture 20oz	41072040921	6	14.49	Patching/Caulking
Homax	HMX-10121114	Steel Wool Assorted 12/Pk	33873211143	6	2.99	Abrasives
Honeywell	HW-105084	Filter P100 2PK	797402000447	12	9.99	Safety
Honeywell	HW-106084	N95 Pre Filters 6PK	797402000430	12	9.99	Safety
Honeywell	HW-106184	OV Cartridge N95 Filter 2PK	797402000454	12	13.99	Safety
Honeywell	HW-366184	Respirator Half Mask Medium	797402000621	6	31.99	Safety
Honeywell	HW-376184	Respirator Half Mask Large	797402000638	6	31.99	Safety
Honeywell	HW-54007-10	Honeywell Safety 10 Pac N95 Particulate Respirator w/V	40025540075	4	15.99	Safety
Honeywell	HW-702028	Opti-Fit Lens Covers Cir 25Pk	797402002557	1	41.99	Safety
Honeywell	HW-766184	Full Face Resp OV/95Medium	797402002052	1	129.00	Safety
Honeywell	HW-A700	Honeywell A700 Clear Lens Safety Glasses	040025108527	10	2.99	Safety
Honeywell	HW-A701	Honeywell A700 Gray Lens Safety Glasses	040025108534	10	2.99	Safety
Honeywell	HW-RWS-50003	Honeywell Safety ANSI Approved Bright Orange Safe	40025500031	6	8.99	Safety
Honeywell	HW-RWS-52001	Honeywell Safety Yellow Hard Hat w/Presslock Suspe	40025520015	6	7.99	Safety
Honeywell	HW-RWS-52002	Honeywell Safety White Hard Hat w/Presslock Suspe	40025520022	6	7.99	Safety
Honeywell	HW-RWS-54002	Honeywell Safety 2 Pack N95 Particulate Respirator	40025540020	5	4.99	Safety
Honeywell	HW-RWS-54003	Honeywell Safety 20 Pack N95 Particulate Respirator	40025540037	4	17.99	Safety
Honeywell	HW-RWS-54006	Honeywell Safety 1 Pack N95 Particulate Respirator	40025540068	5	4.99	Safety
Honeywell	HW-RWS-54008	Honeywell P95 Valved OV Particular Respirator 1 PK	40025540082	5	6.99	Safety
Honeywell	HW-RWS-54020	Honeywell P100 Valved Particular Respirator	40025540204	5	13.99	Safety
JR Edwards	4F-R	HD Foam Mini Cover Refill 4in	798104004047	18	1.79	Applicators
JR Edwards	6F-R	HD Foam Mini Cover Refill 6in	798104004061	18	1.99	Applicators

JR Edwards	AGA2	Agate Brush 2in	798104001022	12	11.99	Applicators
JR Edwards	AGA25	Agate Brush 2.5in	798104001039	12	12.99	Applicators
JR Edwards	C18DES	Pro White Cover 18x3/8in	798104007796	12	7.99	Applicators
JR Edwards	C4DEE	Pro White Cover 4inx1/4in	798104006195	24	2.99	Applicators
JR Edwards	C6DEE	Pro Slim Jim Cover 6inx1/4in	798104006331	24	6.99	Applicators
JR Edwards	C6DEM	Pro Slim Jim Cover 6inx1/2in	798104006355	24	6.99	Applicators
JR Edwards	C6DES	Pro Slim Jim Cover 6inx3/8in	798104006348	24	6.99	Applicators
JR Edwards	C9DEE	Pro White Cover 9inx1/4in	798104006171	12	4.99	Applicators
JR Edwards	C9DEL	Pro White Cover 9inx3/4in	798104006164	12	4.99	Applicators
JR Edwards	C9DEM	Pro White Cover 9inx1/2in	798104006157	12	4.99	Applicators
JR Edwards	C9DES	Pro White Cover 9inx3/8in	798104006140	12	4.99	Applicators
JR Edwards	C9GB	Sheepskin Cover 9inx1/2in	798104019300	12	8.99	Applicators
JR Edwards	C9GBF	Sheepskin Cover 9inx1in	798104019324	12	10.99	Applicators
JR Edwards	C9GBM	Sheepskin Cover 9inx3/4in	798104019317	12	10.99	Applicators
JR Edwards	C9GBY	Sheepskin Cover 9inx1 1/4in	798104019331	12	11.99	Applicators
JR Edwards	CD2	China Doll II Brush 2in	798104001077	12	4.99	Applicators
JR Edwards	CD25	China Doll II Brush 2.5in	798104001084	12	5.49	Applicators
JR Edwards	CE-934	Cnr's Edge Cover 6Pk 3/4in	798104006539	24	9.99	Applicators
JR Edwards	CE-938	Cnr's Edge Cover 6Pk 3/8in	798104006508	24	9.99	Applicators
JR Edwards	CE-A2	Cnr's Edge Angle Brush 2in	798104009707	12	5.49	Applicators
JR Edwards	CE-A25	Cnr's Edge Angle Brush 2.5in	798104009721	12	5.99	Applicators
JR Edwards	CE-FA2	Cnr's Edge FA Brush 2in	798104009202	12	5.99	Applicators
JR Edwards	CE-FA25	Cnr's Edge FA Brush 2.5in	798104009257	12	6.99	Applicators
JR Edwards	CE-FA3	Cnr's Edge FA Brush 3in	798104009301	12	8.49	Applicators
JR Edwards	CE-FS25	Cnr's Edge FS Brush 2.5	798104009547	12	7.99	Applicators
JR Edwards	CE-FS3	Cnr's Edge FS Brush 3in	798104009530	12	8.99	Applicators
JR Edwards	CE-KMCS38-12	Woven Mini Cover 12Pk 6x3/8in	798104005228	15	11.99	Applicators
JR Edwards	CE-KMCS60-12	Woven Mini Cover 12Pk 6x1/2in	798104005150	14	11.99	Applicators
JR Edwards	DE-6WF038	Microfiber Mini Cover 6x3/8in	798104005891	24	1.99	Applicators
JR Edwards	DE-JLW712	Jumbo Mini Sheepskin 7x1/2in	798104005235	8	6.99	Applicators
JR Edwards	DE-JWMC712	Jumbo Woven Mini Cover 7x1/2in	798104005556	15	3.39	Applicators
JR Edwards	DE-JWMC714	Jumbo Woven Mini Cover 7x1/4in	798104005532	15	3.39	Applicators
JR Edwards	DE-JWMC734	Jumbo Woven Mini Cover 7x3/4in	798104005563	9	3.39	Applicators
JR Edwards	DE-JWMC738	Jumbo Woven Mini Cover 7x3/8in	798104005549	15	3.39	Applicators
JR Edwards	DE-WMCC414	White Velvet Cover 4inx1/4in	798104004115	40	1.99	Applicators
JR Edwards	DE-WMCC612	Woven Mini Cover Wht 6x1/2in	798104005204	18	1.99	Applicators



JR Edwards	DE-WMCG14	Woven Mini Cover Wht 6x1/4in	798104005181	40	1.99	Applicators
JR Edwards	DE-WMCG34	Woven Mini Cover Wht 6x1/3/4in	798104005211	15	1.99	Applicators
JR Edwards	DE-WMCG38	Woven Mini Cover Wht 6x3/8in	798104005198	24	1.99	Applicators
JR Edwards	DE-WMCG912	Woven Mini Cover Wht 9x1/2in	798104005808	12	2.49	Applicators
JR Edwards	E1812	Emerald Cover 18x1/2in	798104007789	12	7.99	Applicators
JR Edwards	E412	Emerald Cover 4inx1/2in	798104006058	24	1.99	Applicators
JR Edwards	E434	Emerald Cover 4inx3/4in	798104008007	24	1.99	Applicators
JR Edwards	E910	Emerald Cover 9inx1in	798104008403	12	5.99	Applicators
JR Edwards	E9114	Emerald Cover 9inx1 1/4in	798104006119	12	5.99	Applicators
JR Edwards	E912	Emerald Cover 9inx1/2in	798104006072	12	4.99	Applicators
JR Edwards	E934	Emerald Cover 9inx3/4in	798104008205	12	4.99	Applicators
JR Edwards	EXP-RT2	EX-PRO Rat Tail Brush 2in	798104003132	6	10.99	Applicators
JR Edwards	EXP-RT25	EX-PRO Rat Tail Brush 2.5in	798104003149	6	11.99	Applicators
JR Edwards	F1	Frame Wood 9in	798104006256	12	6.99	Applicators
JR Edwards	F4	Frame 4in	798104006263	12	3.29	Applicators
JR Edwards	JRE-MS100	Mini Roller & Tray Set 4in	77089010046	12	3.49	Applicators
JR Edwards	JRE-RC888	Texture Cover 18in	77089888157	12	5.99	Applicators
JR Edwards	JRE-RF210	HD Roller Frame 12-18in	77089210002	6	11.99	Applicators
JR Edwards	JRE-RM412	Paint Tray Liner 1gal	77089412000	72	1.29	Applicators
JR Edwards	JRE-RM418	Plastic Paint Tray 18in	77089418156	12	6.99	Applicators
JR Edwards	JRE-RM435	Metal Paint Tray 1gal	77089435122	10	8.99	Applicators
JR Edwards	JRE-RS400	Trim Roller & Tray Set 4in	77089400076	12	3.49	Applicators
JR Edwards	JRE-RS9039	Prolimpact Prem Paint Set 9in	77089903904	12	12.99	Applicators
JR Edwards	JRE-SC1611	Scrub Brush	798104000964	6	8.49	Tools
JR Edwards	JRE-WB319SS	Wire Brush Long Handle w/Scraper	77089319019	12	3.49	Tools
JR Edwards	JRE-WB411SS	Wire Brush w/Scraper	77089411010	12	3.49	Tools
JR Edwards	JRE-WB416SS	Wire Brush Shoehandle w/Scraper	77089416008	12	3.99	Tools
JR Edwards	M9DEM	Microfiber Cover 9x9/16in	798104005839	12	4.99	Applicators
JR Edwards	M9DES	Microfiber Cover 9x3/8in	798104005822	12	4.99	Applicators
JR Edwards	MS-EX	Mira-Spin Brush Extender	77089060072	12	8.99	Applicators
JR Edwards	MS-S	Mira-Spin Brush Spinner	798104010000	12	15.99	Applicators
JR Edwards	NUG15	Nugget II Brush 1.5in	798104001121	12	2.99	Applicators
JR Edwards	NUG2	Nugget II Brush 2in	798104001138	12	3.29	Applicators
JR Edwards	NUG25	Nugget II Brush 2.5in	798104001145	12	3.49	Applicators
JR Edwards	NUG3	Nugget II Brush 3in	798104001152	12	4.99	Applicators
JR Edwards	ONYX25	Onyx Angle Brush 2.5in	798104003002	12	17.99	Applicators

JR Edwards	P449	Roller Pan 9in	798104006546	10	3.99	Applicators
JR Edwards	P-R	Quiky Refil	798104007703	18	2.19	Applicators
JR Edwards	PRS499	Deluxe Paint Roller Set	77089004991	10	8.99	Applicators
JR Edwards	R612	Emer Slim Jim Cover 6inx12in	798104006324	24	4.99	Applicators
JR Edwards	SFL-A15	Silky-Flo Angle Brush 1.5in	798104001367	12	7.99	Applicators
JR Edwards	SFL-A2	Silky-Flo Angle Brush 2in	798104001374	12	9.99	Applicators
JR Edwards	SFL-A25	Silky-Flo Angle Brush 2.5in	798104001381	12	11.99	Applicators
JR Edwards	SFL-A3	Silky-Flo Angle Brush 3in	798104001398	12	16.49	Applicators
JR Edwards	STP-A15	Summertime Angle Brush 1.5in	798104001251	12	8.99	Applicators
JR Edwards	STP-A2	Summertime Angle Brush 2in	798104001268	12	10.99	Applicators
JR Edwards	STP-A25	Summertime Angle Brush 2.5in	798104001275	12	12.99	Applicators
JR Edwards	STP-A3	Summertime Angle Brush 3in	798104001282	12	16.99	Applicators
JR Edwards	STP-FA2	Summertime FA Brush 2in	798104001671	12	11.99	Applicators
JR Edwards	STP-FA25	Summertime FA Brush 2.5in	798104001688	12	13.99	Applicators
JR Edwards	STP-S25	Summertime Sash Brush 2.5in	798104001305	12	14.99	Applicators
JR Edwards	STP-S3	Summertime Sash Brush 3in	798104001312	6	21.99	Applicators
JR Edwards	STP-W4	Summertime Wall Brush 4in	798104001343	6	24.99	Applicators
JR Edwards	TP-A15	Titanium Angle Brush 1.5in	798104002203	12	9.99	Applicators
JR Edwards	TP-A2	Titanium Angle Brush 2in	798104002210	12	10.99	Applicators
JR Edwards	TP-A25	Titanium Angle Brush 2.5in	798104002227	12	12.99	Applicators
JR Edwards	TP-EXFA25	Titanium Pro-EX FA Brush 2.5in	798104002326	12	12.99	Applicators
JR Edwards	TP-EXFA3	Titanium Pro-EX FA Brush 3in	798104002333	12	15.99	Applicators
JR Edwards	TP-FA2	Titanium FA Brush 2in	798104002302	12	11.99	Applicators
JR Edwards	TP-FS25	Titanium FS Brush 2.5in	798104002340	12	12.99	Applicators
JR Edwards	TP-FS3	Titanium FS Brush 3in	798104002357	12	14.99	Applicators
JR Edwards	TP-OA2	Titanium Semi-Oval Angle 2in	798104001633	6	7.99	Applicators
JR Edwards	TP-OA25	Titanium Semi-Oval Angle 2.5in	798104001640	6	9.99	Applicators
Krud Kutter	KK1	Krud Kutter gal	618818400396	2	18.98	Cleaners/Removers
Krud Kutter	KK14	Krud Kutter qt	618818400389	6	7.98	Cleaners/Removers
Krud Kutter	SC-GO-14	Gloss Off Surface Protect qt	618818401515	6	8.49	Cleaners/Removers
Krud Kutter	SC-MC2-10	Di-All Paint Mildewcide 10gram	618818000091	48	3.99	Solvents/Additives
Krud Kutter	SC-MC2-50	Di-All Paint Mildewcide 50gram	618818000114	12	15.99	Solvents/Additives
Krud Kutter	SC-ME01-1	Metal Clean & Etch gal	618818631004	4	23.99	Solvents/Additives
Krud Kutter	SC-PH35	Waste Paint Hardener 3.5 oz	618818270357	12	2.99	Solvents/Additives
Louisville	LL-AE4216PG	Alum Exten Ladder 225lbs 16ft	728865016119	1	119.00	Ladders/Planks/Scaff
Louisville	LL-AE4220PG	Alum Exten Ladder 225lbs 20ft	728865016140	1	159.00	Ladders/Planks/Scaff

Louisville	LL-AE4224PG	Alum Exten Ladder 225lbs 24ft	728865016171	1	169.00	Ladders/Planks/Scarf
Louisville	LL-AS2106	6ft Alum Step Ladder Type I	728865098917	1	69.99	Ladders/Planks/Scarf
Louisville	LL-AS2108	8ft Alum Step Ladder Type I	728865098931	1	99.99	Ladders/Planks/Scarf
Louisville	LL-AS3002	2 Aluminum Step Ladder Type 1A	728865090799	1	39.99	Ladders/Planks/Scarf
Louisville	LL-AS4004	4ft Alum Step Ladder Type II	728865100030	1	45.99	Ladders/Planks/Scarf
Louisville	LL-AS4006	6ft Alum Step Ladder Type II	728865100047	1	49.99	Ladders/Planks/Scarf
Louisville	LL-FS2004-S51	FG Stepladr w/Sheif 250lb 4ft Type I	728865025852	1	69.99	Ladders/Planks/Scarf
Louisville	LL-FS2006-S51	FG Stepladr w/Sheif 250lb 6ft Type I	728865025890	1	89.99	Ladders/Planks/Scarf
Louisville	LL-LP-2200-00	Stabilizer	728865068163	1	29.99	Ladders/Planks/Scarf
Louisville	LL-LP-2220-01	Levelok Leveler	728865108401	1	99.99	Ladders/Planks/Scarf
Louisville	LL-LP-5510-00	Ladder Covers	47345083930	6	13.99	Ladders/Planks/Scarf
Louisville	LL-SM140A	Mini Scaffold	728865095275	1	109.00	Ladders/Planks/Scarf
M2	DE-T-HVLSY-LG	Hi-Vis LS Yel T-Shirt Lg	648140901971	6	7.99	Clothing
M2	DE-T-HVLSY-MED	Hi-Vis LS Yel T-Shirt Med	648140952676	6	7.99	Clothing
M2	DE-T-HVLSY-XL	Hi-Vis LS Yel T-Shirt XLg	648140975811	6	7.99	Clothing
M2	DE-T-HVLSY-XXL	Hi-Vis LS Yel T-Shirt XXLg	648140966482	6	9.99	Clothing
M2	DE-T-LG	Painter T-Shirt Lg	648140902442	6	8.99	Clothing
M2	DE-T-LSLG	Painter T-Shirt LS Lg	648140918795	6	9.99	Clothing
M2	DE-T-LSMED	Painter T-Shirt LS Med	648140986251	6	9.99	Clothing
M2	DE-T-LSXL	Painter T-Shirt LS XLg	648140967014	6	9.99	Clothing
M2	DE-T-LSXXL	Painter T-Shirt LS XXLg	648140966741	6	11.99	Clothing
M2	DE-T-MED	Painter T-Shirt Med	648140942448	6	8.99	Clothing
M2	DE-T-XL	Painter T-Shirt XLg	648140904767	6	8.99	Clothing
M2	DE-T-XXL	Painter T-Shirt XXLg	648140974791	6	10.99	Clothing
Macro Industries	DEPC345B	Cap Black	648140977560	24	3.95	Clothing
Macro Industries	DEPC345W	Cap White	648140977538	24	3.95	Clothing
Magid Glove	MG-93PRT	PVC Dotted Glove White Large	49704003825	12	1.99	Safety
Magid Glove	MG-CH84T	All Purpose Canvas Glove Lg	49704000022	12	1.99	Safety
Magid Glove	MG-RSF18TL	Flock Lined Nitrile Glove Lg	49704006505	12	2.99	Safety
Magid Glove	MG-T1052T	HW Brown Jersey Glove Large	49704000893	12	2.29	Safety
Momentive	DEC-PLUS	Acrylic Plus Caulk White	77027101577	6	8.99	Patching/Caulking
Momentive	DEC-PLUS-4	Acrylic Plus Caulk White 4 pak	648140218611	12	4.79	Patching/Caulking
Momentive	DEC-PLUS-920-CL	Urethane Acrylic Caulk Clear	648140218598	12	4.79	Patching/Caulking
Momentive	DEC-PLUS-920-WH	Urethane Acrylic Caulk White	017027010977	12	2.59	Patching/Caulking
Momentive	DEC-PLUS-A	Acrylic Plus Caulk Almond	017027331004	12	2.59	Patching/Caulking
Momentive	DEC-PLUS-B	Acrylic Plus Caulk Brown		12	2.59	Patching/Caulking

Momentive	DEC-PLUS-CLEAR	Acrylic Plus Clear Caulk	77027101928	12	3.29	Patching/Caulking
Momentive	DEC-PLUS-FD	Acrylic Plus Fast Dry Caulk	77027101959	12	2.99	Patching/Caulking
Momentive	DEC-PLUS-FLEX	Acrylic Plus Flex Caulk	77027014723	12	3.99	Patching/Caulking
Momentive	DE-LWS14	Lt Wgt Spackling Compound qt	648140964242	6	7.49	Patching/Caulking
Momentive	DE-LWS16	Lt Wgt Spackling Compound pnt	648140943667	24	4.29	Patching/Caulking
Momentive	GE-4001-1	DE Endura-Patch Texture Knife	736272032127	4	29.99	Patching/Caulking
Momentive	GE-4100-1	DE Endura-Patch Smooth Brush	736272032066	4	29.99	Patching/Caulking
Momentive	GE-4110-1	DE Endura-Patch Smooth Knife	736272032103	4	29.99	Patching/Caulking
Momentive	GE-4310-1	DE Endura-Patch Texture Brush	736272032080	4	29.99	Patching/Caulking
Momentive	GE-5750	Endura Patch Texture White	77027057508	12	3.79	Patching/Caulking
Momentive	GE-5751	Endura-Patch Smooth White	648140953925	12	3.79	Patching/Caulking
Old Master	OM-10010	Scratchide Touch-up Stain Pen Cherry	86348100107	6	5.99	Stains
Old Master	OM-10020	Scratchide Touch-up Stain Pen Drk Walnut	86348100206	6	5.99	Stains
Old Master	OM-10040	Scratchide Touch-up Stn Pen Ery Amrcn	86348100404	6	5.99	Stains
Old Master	OM-10050	Scratchide Touch-up Stain Pen Red Mahoga	86348100503	6	5.99	Stains
Old Master	OM-10090	Scratchide Touch-up Stain Pen Golden Oak	86348100909	6	5.99	Stains
Old Master	OM-1101-1	Wiping Oil Stain Natural Tint Base gal	86348111011	2	49.99	Stains
Old Master	OM-11104-14	Wiping Stain Nat Tint Base qt	86348111042	4	17.99	Stains
Old Master	OM-11204-14	Wiping Stain Golden Oak qt	86348112049	4	17.99	Stains
Old Master	OM-11304-14	Wiping Stain Cherry qt	86348113046	4	17.99	Stains
Old Master	OM-11404-14	Wiping Stain Red Mahogany qt	86348114043	4	17.99	Stains
Old Master	OM-11504-14	Wiping Oil Stain Provincial qt	86348115040	4	17.99	Stains
Old Master	OM-11604-14	Wiping Stain Maple qt	86348116047	4	17.99	Stains
Old Master	OM-11701-1	Wiping Oil Stain Early American gal	86348117013	2	48.99	Stains
Old Master	OM-11704-14	Wiping Stain Early American qt	86348117044	4	17.99	Stains
Old Master	OM-11801-1	Wiping Oil Stain Dark Mahogany gal	86348118010	2	48.99	Stains
Old Master	OM-11804-14	Wiping Stain Dark Mahogany qt	86348118041	4	17.99	Stains
Old Master	OM-11904-14	Wiping Stain Cedar qt	86348119048	4	17.99	Stains
Old Master	OM-12001-1	Wiping Oil Stain Dark Walnut gal	86348120013	2	47.99	Stains
Old Master	OM-12004-14	Wiping Stain Dark Walnut qt	86348120044	4	17.99	Stains
Old Master	OM-12104-14	Wiping Stain Special Walnut qt	86348121041	4	17.99	Stains
Old Master	OM-12204-14	Wiping Stain Spanish Oak qt	86348122048	4	17.99	Stains
Old Master	OM-12304-14	Wiping Stain Fruitwood qt	86348123045	4	17.99	Stains
Old Master	OM-12404-14	Wiping Oil Stain Pickling White qt	86348124042	4	17.99	Stains
Old Master	OM-12804-14	Wiping Stn Classic Nat Wint qt	86348128040	4	17.99	Stains
Old Master	OM-12904-14	Wiping Oil Stain Pecan qt	86348129047	4	17.99	Stains

Old Master	OM-13001-1	Wiping Stain American Walnut gal	86348130012	2	48.99	Stains
Old Master	OM-13004-14	Wiping Stain American Walnut qt	86348130043	4	17.99	Stains
Old Master	OM-14904-14	Wiping Stain Crimson Fire qt	86348149045	4	21.99	Stains
Old Master	OM-15004-14	Wiping Stain Rich Mahogany qt	86348150041	4	21.99	Stains
Old Master	OM-15104-14	Wiping Stain Vintage Burg qt	86348151048	4	21.99	Stains
Old Master	OM-30901	Crystal Clear Paste Wax 1lb	86348309012	4	12.99	Clear Finishes
Old Master	OM-32403	Putty Stick Nail Hole Filler Light Brown	86348324039	6	3.49	Stains
Old Master	OM-32404	Putty Stick Nail Hole Filler Med Brown	86348324046	6	3.49	Stains
Old Master	OM-32405	Putty Stick Nail Hole Filler Dark Brown	86348324053	6	3.49	Stains
Old Master	OM-32407	Putty Stick Nail Hole Filler Red Brown	86348324077	6	3.49	Stains
Old Master	OM-32408	Putty Stick Nail Hole Filler Mahogany	86348324084	6	3.49	Stains
Old Master	OM-50004-14	Woodgrain Filler qt	86348500044	4	14.99	Patching/Caulking
Old Master	OM-51101-1	Wood Conditioner gal	86348511019	2	49.99	Stains
Old Master	OM-51104-14	Wood Conditioner qt	86348511040	4	14.99	Stains
Old Master	OM-75004-14	Cear Gloss H2O qt	86348750043	4	18.99	Clear Finishes
Old Master	OM-75104-14	Cear Satin H2O qt	86348751040	4	18.99	Clear Finishes
Old Master	OM-76101-1	Wiping H2O Stain Tint Base gal	86348761018	2	47.99	Stains
Old Master	OM-76104-14	Wiping H2O Stain Tint Base qt	86348761049	4	16.99	Stains
Old Master	OM-80108-16	Gel Stain Natural pnt	86348801080	4	15.99	Stains
Old Master	OM-80208-16	Gel Stain Golden Oak pnt	86348802087	4	15.99	Stains
Old Master	OM-80308-16	Gel Stain Cherry pnt	86348803084	4	15.99	Stains
Old Master	OM-80408-16	Gel Stain Red Mahogany pnt	86348804081	4	15.99	Stains
Old Master	OM-80508-16	Gel Stain Provincial pnt	86348805088	4	15.99	Stains
Old Master	OM-80608-16	Gel Stain Early American pnt	86348806085	4	15.99	Stains
Old Master	OM-80708-16	Gel Stain Dark Walnut pnt	86348807082	4	15.99	Stains
Old Master	OM-80808-16	Gel Stain Special Walnut pnt	86348808089	4	15.99	Stains
Old Master	OM-80908-16	Gel Stain Fruitwood pnt	86348809086	4	15.99	Stains
Old Master	OM-81008-16	Gel Stain Pickling White pnt	86348810082	4	15.99	Stains
Old Master	OM-81108-16	Gel Stain Dark Mahogany pnt	86348811089	4	15.99	Stains
Old Master	OM-81208-16	Gel Stain Maple pntnt	86348812086	4	15.99	Stains
Old Master	OM-81308-16	Gel Stain Cedar pntnt	86348813083	4	15.99	Stains
Old Master	OM-81408-16	Gel Stain Spanish Oak pnt	86348814080	4	15.99	Stains
Old Master	OM-81608-16	Gel Stain Nat Walnut pnt	86348816084	4	15.99	Stains
Old Master	OM-81708-16	Gel Oil Stain Pecan pnt	86348817081	4	15.99	Stains
Old Master	OM-81808-16	Gel Oil Stain American Walnut pnt	86348818088	4	15.99	Stains
Old Master	OM-84108-16	Gel Stain Dp Red Crimson Fire pnt	86348841086	4	15.99	Stains

Old Master	OM-84208-16	Gel Stain Vintage Burgundy prt	86348842083	4	15.99	Stains
Old Master	OM-84308-16	Gel Stain Rich Mahogany prt	86348843080	4	15.99	Stains
Old Master	OM-90004-14	100% Pure Tung Oil qt	86348900042	6	34.99	Stains
Poly America	HUSKY242-22	Trash Bags 2 mil 42 gal 22ct	73257003308	6	14.99	Tools
Poly America	P00035-36	High Density Poly 9ftx40ft	73257052085	20	16.49	Masking/Covering
Poly America	P00035-48	High Density Poly 12ftx40ft	73257052092	20	20.99	Masking/Covering
Poly America	P0007-48	Plastic Roll 12ftx40ft	73257050104	20	27.89	Masking/Covering
Poly America	P15-9	Plastic Drop Cloth 1mil 9x12ft	73257009140	24	2.69	Masking/Covering
Poly America	P6-12	Polysheeting 6Mil 12ftx100ft	73257051705	1	54.79	Masking/Covering
Poly America	PSS3M	Plastic Roll 10ftx25ft	073257009416	6	8.49	Masking/Covering
Precision Valve	PREV-267	Complete Spray Guns	80139952678	12	5.99	Tools
Precision Valve	PREV-268	Power Units	80139952685	12	4.99	Tools
PSS - Color Putty	CP108	Color Putty Light Oak	11604621089	6	2.99	Patching/Caulking
PSS - Color Putty	CP118	Color Putty Cherry	11604621188	6	2.99	Patching/Caulking
PSS - Color Putty	CP130	Color Putty Dk Walnut	11604621300	6	2.99	Patching/Caulking
PSS - Color Putty	CP140	Color Putty Briarwood	11604621409	6	2.99	Patching/Caulking
PSS - Donald Durham	DWP4	Durhams Water Putty 4lb	76694680046	6	7.99	Patching/Caulking
PSS - Savogran	DRX-SP	Ditrex Aerosol 18oz	49542107617	12	5.99	Cleaners/Removers
PSS - Synkoloid	S24	Exterior Spackling Paste gl	42446012018	4	25.99	Patching/Caulking
PSS - Synkoloid	S25	Exterior Spackling Paste qt	42446012049	6	8.99	Patching/Caulking
PSS-Crawford	CLF14	Crawford Lead Free Putty qt	745648316044	12	14.99	Patching/Caulking
PSS-Crawford	CLF16	Crawford Lead Free Putty pint	745648316167	24	6.99	Patching/Caulking
PSS-Crawford	CVS1	Crawford Spackling Paste gal	745648319014	4	32.99	Patching/Caulking
PSS-Crawford	CVS14	Crawford Spackling Paste qt	745648319045	12	9.99	Patching/Caulking
PSS-Crawford	CVS16	Crawford Spackling Paste pint	745648319168	24	3.99	Patching/Caulking
Purdy	P-GE934	Golden Eagle Cover 9x3/4in	716341065706	15	5.99	Applicators
Purdy	P-GEM12-2	Golden Eagle Mini Cover Pk 1/2in	716341063962	6	6.99	Applicators
Purdy	P-GEM34-2	Golden Eagle Mini Cover Pk 3/4in	716341063962	6	6.99	Applicators
Purdy	P-NXDAL25	Nylox Dale Brush 2.5in	716341008109	6	16.49	Applicators
Purdy	P-NXGLIDE25	Nylox Glide Brush 2.5in	716341015206	6	17.99	Applicators
Purdy	P-NXGLIDE3	Nylox Glide Brush 3in	716341015305	6	22.99	Applicators
Purdy	P-PXDAL25	Pro-Extra Dale Brush 2.5in	716341016043	6	16.99	Applicators
Purdy	P-PXGLIDE25	Pro-Extra Glide Brush 2.5in	716341015947	6	18.99	Applicators
Purdy	P-PXGLIDE3	Pro-Extra Glide Brush 3in	716341015954	6	22.99	Applicators
Purdy	P-WD912	White Dove Cover 9x1/2in	716341078805	15	5.49	Applicators
Purdy	P-WD914	White Dove Cover 9x1/4in	716341075606	15	5.49	Applicators

Purdy	P-WD938	White Dove Cover 9x3/8in	716341078706	15	5.49	Applicators
Purdy	P-WDM12-2	White Dove Mini Cover Pk 1/2in	716341063900	6	6.99	Applicators
Purdy	P-WDM14-2	White Dove Mini Cover Pk 1/4in	716341402891	6	6.99	Applicators
Purdy	P-WDM38-2	White Dove Mini Cover Pk 3/8in	716341402907	6	6.99	Applicators
Purdy	P-XLDALE1	XL Dale Brush 1in	716341008406	6	8.99	Applicators
Purdy	P-XLDALE15	XL Dale Brush 1.5in	716341008505	6	10.49	Applicators
Purdy	P-XLDALE2	XL Dale Brush 2in	716341008604	6	11.99	Applicators
Purdy	P-XLDALE25	XL Dale Brush 2.5in	716341008703	6	13.99	Applicators
Purdy	P-XLGLIDE2	XL Glide Brush 2in	716341015602	6	13.99	Applicators
Purdy	P-XLGLIDE25	XL Glide Brush 2.5in	716341015701	6	15.99	Applicators
Purdy	P-XLGLIDE3	XL Glide Brush 3in	716341015800	6	18.99	Applicators
Rapid Set	RS10104	Suocco Patch 10lb	727096101045	4	15.99	Patching/Caulking
Rapid Set	RS10106	Wunderfixx Concrete Patch 9lb	727096101069	4	19.99	Patching/Caulking
Rapid Set	RS10112	One Pass All Purpose 9lb	727096101120	4	16.99	Patching/Caulking
Rapid Set	RS30425	Suocco Patch 25lb	727096304255	3	16.99	Patching/Caulking
Rapid Set	RS30725	One Pass All Purpose 25lb	727096307256	3	23.99	Patching/Caulking
Red Devil	DE-LWPC1	Lt Wgt Spackling Compound gal	648140213432	2	19.99	Patching/Caulking
Red Devil	DE-LWPC14	Lt Wgt Spackling Compound qt	648140213449	6	6.99	Patching/Caulking
Red Devil	DE-LWPC16	Lt Wgt Spackling Compound hpt	648140213173	12	3.99	Patching/Caulking
Red Devil	DE-PNP14	Wall Patching Compound QT	648140206434	6	10.99	Patching/Caulking
Red Devil	DE-PNP16	Wall Patching Compound hpt	648140206427	12	3.99	Patching/Caulking
Red Devil	DE-VP1	Vinyl Patching Compound Gal	648140206403	2	33.99	Patching/Caulking
Red Devil	DE-VP14	Vinyl Patching Compound QT	648140206366	6	8.99	Patching/Caulking
Red Devil	DE-VP16	Vinyl Patching Compound hpt	648140206298	12	3.99	Patching/Caulking
Rustleum	RUST-72105	Write-On Dry Erase Kit 50sq ft	20066277857	1	79.99	Industrial Coatings
Rustleum	ZIN-202131	Wall Texture Oil Base Med 2lbz	83006518963	6	12.99	Patch Caulk
Rustleum	ZIN-202137	Wall Texture Wg Medium 20oz	830065318994	6	12.99	Patch Caulk
Rust-Oleum	11051	White Primer UMA gal	723996102414	2	44.99	Primers/Sealers
Rust-Oleum	RUST-203373	EpoxyShield Pro Fir Slvr	20066114190	2	109.00	Specialty Coatings
Rust-Oleum	RUST-206540	Chalkboard Primer	20066118136	4	14.99	Primers/Sealers
Rust-Oleum	RUST-208028-1	GripTec S30 Hi Hide White gal	20066120580	2	32.99	Specialty Coatings
Rust-Oleum	RUST-208031-1	Metalmax DTM S37 Pastel SG gal	20066120610	2	62.99	Specialty Coatings
Rust-Oleum	RUST-208035-1	Metalmax DTM S37 Deep SG gal	20066120658	2	62.99	Specialty Coatings
Rust-Oleum	RUST-208037-1	Metalmax DTM S37 Accent SG gal	20066120672	2	62.99	Specialty Coatings
Rust-Oleum	RUST-208039-1	Metalmax DTM S37 Black SG gal	20066120696	2	62.99	Specialty Coatings
Rust-Oleum	RUST-208040-1	Beyond Wht Pastel Base Sat gal	20066120702	2	49.99	Specialty Coatings

Rust-Oleum	RUST-208044-1	Beyond Deep Base Sat gal	20066120740	2	49.99	Specialty Coatings
Rust-Oleum	RUST-208046-1	Beyond Accent Base Sat gal	20066120764	2	49.99	Specialty Coatings
Rust-Oleum	RUST-208050-1	Beyond Wht Pastel Base Gl gal	20066120801	2	49.99	Specialty Coatings
Rust-Oleum	RUST-208054-1	Beyond Deep Base Gl gal	20066120849	2	49.99	Specialty Coatings
Rust-Oleum	RUST-208056-1	Beyond Accent Base Gl gal	20066120863	2	49.99	Specialty Coatings
Rust-Oleum	RUST-208060-1	Sierra S40 White Pastel Gl gal	20066120900	2	48.99	Industrial Coatings
Rust-Oleum	RUST-208064-1	Sierra S40 Deep Base Gl gal	20066120948	2	48.99	Industrial Coatings
Rust-Oleum	RUST-208086-1	Sierra S40 Activator gal	20066121167	2	48.99	Industrial Coatings
Rust-Oleum	RUST-208110-1	Sierra S70 Epoxy Prmr Wht gal	20066121402	2	48.99	Specialty Coatings
Rust-Oleum	RUST-208112-1	S70/S71 Activator gal	20066121426	2	29.99	Specialty Coatings
Rust-Oleum	RUST-214382	Epoxyshield HD Degreaser 32oz	20066132262	6	9.99	Specialty Coatings
Rust-Oleum	RUST-238475-14	Epoxyshield Concrete Etch qt	20066159719	6	11.99	Specialty Coatings
Rust-Oleum	RUST-239416-1	Concrete Stn Wet Look Str gal	20066162061	2	40.99	Primers/Sealers
Rust-Oleum	RUST-239417-1	Concrete Stain Nat Sealer gal	20066162078	2	37.99	Stains
Rust-Oleum	RUST-239418-1	Concrete Stain Tint Base gal	20066162085	2	37.99	Stains
Rust-Oleum	RUST-242251-1	Pro Black Flat 100VOC gal	20066167875	2	39.99	Industrial Coatings
Rust-Oleum	RUST-242253-1	Low VOC Pro Black Gl gal	20066167905	2	39.99	Specialty Coatings
Rust-Oleum	RUST-242256-1	Pro White Gloss 100VOC gal	20066167936	2	39.99	Industrial Coatings
Rust-Oleum	RUST-247596-14	Magnetic Primer	20066193652	2	27.99	Primers/Sealers
Rust-Oleum	RUST-248273-1	Sierra S60 White Pastel Gl gal	20066181932	2	35.99	Specialty Coatings
Rust-Oleum	RUST-248284-1	Sierra S60 Activator gal	20066182045	2	42.99	Specialty Coatings
Rust-Oleum	RUST-253840-1	Pro100 Mastone bas Gl gal	20066196523	2	42.99	Industrial Coatings
Rust-Oleum	RUST-254039-1	Pro100 Pastel base Gl gal	20066196707	2	42.99	Industrial Coatings
Rust-Oleum	RUST-254046-1	Pro100 Mastone bas SG gal	20066196738	2	42.99	Industrial Coatings
Rust-Oleum	RUST-254047-1	Pro100 Pastel base SG gal	20066196745	2	42.99	Industrial Coatings
Rust-Oleum	RUST-262289-1	Porch/Floor PW/Paste Low VOC Base SG gal	20066212575	2	37.99	Specialty Coatings
Rust-Oleum	RUST-262360-1	Porch/Floor PW/Paste Low VOC Base Sat	20066212599	2	37.99	Specialty Coatings
Rust-Oleum	RUST-262361-1	Porch/Floor Low VOC Base SG Gal	20066212605	2	37.99	Specialty Coatings
Rust-Oleum	RUST-262363-1	Porch/Floor Low VOC Base Sat gal	20066212612	2	37.99	Specialty Coatings
Rust-Oleum	RUST-262366-1	Porch/Floor Low VOC ANTSKD WHT BS gal	20066212643	2	39.99	Specialty Coatings
Rust-Oleum	RUST-262367-1	Porch/Floor Low VOC ANTSKD BS Sat gal	20066212650	2	39.99	Specialty Coatings
Rust-Oleum	RUST-279847	Anti Skid Additive 96G 3.4oz	20066245702	8	5.99	Industrial Coatings
Rust-Oleum	RUST-301012	EPOXYSHIELD Prem Series Clear pouch 90oz	20066398827	2	109.00	Specialty Coatings
Rust-Oleum	RUST-301245-1	Concrete Patch and Repair 24oz	20066322304	4	26.99	Specialty Coatings
Rust-Oleum	RUST-301359	EPOXYSHIELD 1-Car Tan Low VOC pouch gal	20066322502	2	99.99	Specialty Coatings
Rust-Oleum	RUST-301374-1	Decorative Chips Gray Blend 1lb	20066322908	8	12.99	Specialty Coatings
Rust-Oleum	RUST-301374-1	EPOXYSHIELD 1-Car Gray Low VOC pouch gal	20066322915	2	99.99	Specialty Coatings



Rust-Oleum	XIM-11071-1	Latex Extender Gal	723596132121	2	11.99	Solvents/Additives
Rust-Oleum	XIM-11072-14	Latex Extender Qt	723596232128	4	5.99	Solvents/Additives
Rust-Oleum	XIM-11461-1	Peel Bond Clear Primer gal	723596107303	2	37.99	Primers/Sealers
Rust-Oleum	ZIN-254241-3	Fast Prime 2 Plus Int/Ext 3gal	20066197056	6	59.99	Primers/Sealers
Rust-Oleum	ZIN-271448-1	Coverstain Classic Oil 100	20066229641	2	39.99	Primers/Sealers
Rust-Oleum	ZIN-276049-1	Mold Killing Primer	20066237912	2	31.99	Primers/Sealers
Rust-Oleum	ZIN-300753-3	BE123 Gray Primer 3 Gal pail	20066322168	6	59.99	Primers/Sealers
Rust-Oleum	ZIN-300756-3	Coverstain Classic 100 oil 3 Gal pail	20066322175	6	89.99	Primers/Sealers
Seal Krete		Seal Krete W/Prf Sealer 1gal	15944100013	4	16.99	Waterproofing
Seal Krete	SK-100005-5	Seal Krete W/Prf Sealer 5gal	15944100051	1	89.99	Waterproofing
Seal Krete	SK-106001-1	Lock-Down Epoxy Fir Primer gal	15944106015	4	21.99	Specialty Coatings
Seal Krete	SK-365001-1	Clear Seal Lo Gl Sealer gal	15944365016	4	29.99	Specialty Coatings
Seal Krete	SK-460001-1	Floor-Tex Low VOC Wht Base gal	15944460018	4	31.99	Specialty Coatings
Seal Krete	SK-470001-1	Floor-Tex Low VOC Dp Base gal	15944470017	4	31.99	Specialty Coatings
Seal Krete	SK-960001-1	Epoxy Seal White Base gal Low VOC	15944960013	4	32.99	Specialty Coatings
Seal Krete	SK-970001-1	Epoxy Seal Deep Base gal Low VOC	15944970012	4	32.99	Specialty Coatings
ShurTape	CE-MT15-4	Cnr's Edge Tape 36mm 4Pk	40074022539	6	9.99	Masking/Covering
ShurTape	CE-MT1-6	Cnr's Edge Tape 24mm 6 Pk	40074022522	6	9.99	Masking/Covering
ShurTape	CE-MT2-3	Cnr's Edge Tape 48mm 3Pk	40074022546	6	9.99	Masking/Covering
ShurTape	DE-BLUE15-4	DE Blue MS Tape 36mm 4Pk	40074023352	6	18.99	Masking/Covering
ShurTape	OPT1	Orange Prem Tape 1in	648140964600	36	2.59	Masking/Covering
ShurTape	OPT15	Orange Prem Tape 1.5in	648140900448	24	3.69	Masking/Covering
ShurTape	OPT15-4	Orange Prem Tape 4Pk 1.5in	40074022553	6	12.99	Masking/Covering
ShurTape	OPT2	Orange Prem Tape 2in	648140994034	18	5.99	Masking/Covering
ShurTape	SHUR-102744	Wet Paint Tape 3"X300'	40374022584	16	4.99	Tools
ShurTape	SHUR-PC600	Multi Purpose Duct Tape	40074001824	24	6.99	Masking/Covering
ShurTape	SHUR-PC667	Red Duct Stucco Tape	40074019751	24	8.49	Masking/Covering
ShurTape	SHUR-PE444	Red Vinyl Stucco Tape	40074019645	24	6.99	Masking/Covering
ShurTech	SHUR-111990-15	Frog Multi-Surface Tape 36mm	682994820217	10	7.99	Masking/Covering
St Gobain	NORTON02616	ProSand Handy Pack 200G 3pk	76607026163	25	3.99	Abrasives
St Gobain	NORTON02618	ProSand Handy Pack 150G 3pk	76607026187	25	3.99	Abrasives
St Gobain	NORTON02619	ProSand Handy Pack 120G 3pk	76607026194	25	3.99	Abrasives
St Gobain	NORTON02620	ProSand Handy Pack 100G 3pk	76607026200	25	3.99	Abrasives
St Gobain	NORTON02621	ProSand Handy Pack 80G 3pk	76607026217	25	3.99	Abrasives
St. Gobain	NORTON00941	Dual Angle Sanding Sponge	76607009418	24	4.19	Abrasives
St. Gobain	NORTON02284	Sanding Sponge Fine	76607022844	24	3.99	Abrasives

St. Gobain	NORTON02285	Sanding Sponge Medium	76607022851	24	3.99	Abrasives
St. Gobain	NORTON02286	Molding Sanding Sponge	76607022868	12	4.19	Abrasives
St. Gobain	NORTON02632	ProSand Job Pack 400G 20Pk	76607026323	10	9.79	Abrasives
St. Gobain	NORTON02633	ProSand Job Pack 320G 20Pk	76607026330	10	9.79	Abrasives
St. Gobain	NORTON02636	ProSand Job Pack 220G 20Pk	76607026361	10	9.79	Abrasives
St. Gobain	NORTON02637	ProSand Job Pack 180G 20Pk	76607026378	10	9.79	Abrasives
St. Gobain	NORTON02638	ProSand Job Pack 150G 20Pk	76607026385	10	15.49	Abrasives
St. Gobain	NORTON02639	ProSand Job Pack 120G 20Pk	76607026392	10	15.49	Abrasives
St. Gobain	NORTON02640	ProSand Job Pack 100G 20Pk	76607026408	10	15.49	Abrasives
St. Gobain	NORTON02641	ProSand Job Pack 80G 20Pk	76607026415	10	16.89	Abrasives
St. Gobain	NORTON02642	ProSand Job Pack 60G 20Pk	76607026422	10	18.59	Abrasives
St. Gobain	NORTON04065	Flexible Sponge 150	76607040657	48	0.79	Abrasives
St. Gobain	NORTON04066	Flexible Sponge 100	76607040664	48	0.79	Abrasives
St. Gobain	NORTON04068	Flexible Sponge 60	76607040688	48	0.79	Abrasives
St. Gobain	NORTON21741	Sanding Sponges	76607217417	16	2.19	Abrasives
St. Gobain	NORTON49218	Hook & Loop Disc 5in 220G 25Pk	76607492180	10	13.49	Abrasives
St. Gobain	NORTON49219	Hook & Loop Disc 5in 180G 25Pk	76607492197	10	13.49	Abrasives
St. Gobain	NORTON49220	Hook & Loop Disc 5in 150G 25Pk	76607492203	10	13.49	Abrasives
St. Gobain	NORTON49221	Hook & Loop Disc 5in 120G 25Pk	76607492210	10	13.49	Abrasives
St. Gobain	NORTON49222	Hook & Loop Disc 5in 100G 25Pk	76607492227	10	13.49	Abrasives
St. Gobain	NORTON49223	Hook & Loop Disc 5in 80G 25Pk	76607492234	10	13.99	Abrasives
St. Gobain	NORTON49224	Hook & Loop Disc 5in 60G 25Pk	76607492241	10	14.49	Abrasives
St. Gobain	NORTON49225	Hook & Loop Disc 5in 40G 25Pk	76607492258	10	18.99	Abrasives
St. Gobain	NORTON49502	Sanding Sponge F/M	76607495020	20	2.19	Abrasives
St. Gobain	NORTON49503	Sanding Sponge M/C	76607495037	20	2.19	Abrasives
St. Gobain	NORTON82079	ProSand Contour Spng 36G 2Pk	76607820792	12	2.99	Abrasives
St. Gobain	NORTON82080	ProSand Contour Spng 60G 2Pk	76607820808	12	2.99	Abrasives
St. Gobain	NORTON82081	ProSand Contour Spng 100G 2Pk	76607820815	12	2.99	Abrasives
St. Gobain	NORTON82082	ProSand Contour Spng 180G 2Pk	76607820822	12	2.99	Abrasives
St. Gobain	NORTON82083	ProSand Contour Spng 220G 2Pk	76607820839	12	2.99	Abrasives
Sunnyside	S-30144	CARB Comp Odless Mineral Clnr Degr 2.2g	76542003564	2	27.99	Solvents/Additives
Sunnyside	S-30188-1	CARB Comp Odless Mineral Clnr Degr gal	76542003533	6	14.99	Solvents/Additives
Sunnyside	S-301G5-5	CARB Comp Odless Mineral Clnr Degr 5gal	76542003557	1	49.99	Solvents/Additives
Sunnyside	S-45732P-14	Lacquer Thinner qt	76542003021	6	6.99	Solvents/Additives
Sunnyside	S-457G1P-1	Lacquer Thinner gal	76542000143	6	15.99	Solvents/Additives
Sunnyside	S-457G5P-5	Lacquer Thinner 5gal	76542000167	1	68.99	Solvents/Additives

Sunnyside	S-701G1P-1	Paint Thinner gal	76542900303	6	10.99	Solvents/Additives
Sunnyside	S-701G3P-25	Paint Thinner 2.5gal	76542901379	2	24.97	Solvents/Additives
Sunnyside	S-70432P-14	Paint Thinner qt	76542003076	12	5.99	Solvents/Additives
Sunnyside	S-704G5P-5	Paint Thinner 5gal	76542000402	1	62.99	Solvents/Additives
Sunnyside	S-834G1P-1	Denatured Alcohol gal	076542000938	6	16.99	Solvents/Additives
Sunnyside	S-840G1P-1	Acetone gal	76542000976	6	18.99	Solvents/Additives
Sunnyside	S-840G5-5	Acetone 5gal	76542000983	1	79.99	Solvents/Additives
Sunnyside	S-847G1P-1	Methyl Ethyl Ketone gal	76542001010	6	29.99	Solvents/Additives
Tower Sealants	DE-FP-S-1	DE Flexible Patch Smooth 1 gal	843034380010	4	22.99	Patching/Caulking
Tower Sealants	DE-FP-T-1	DE Flexible Patch Tex 1 gal	843034380003	4	22.99	Patching/Caulking
Trimaco	DE-PMF48	D-E Premium Masking Film 48"	47034448804	12	13.49	Masking/Covering
Trimaco	DE-PMF72	D-E Premium Masking Film 72"	47034472908	12	10.89	Masking/Covering
Trimaco	DS20	Duplex Sheeting Hwy 35inx166ft	47034509992	35	12.97	Masking/Covering
Trimaco	GP12	Green Masking Paper 12in	47034122124	12	4.19	Masking/Covering
Trimaco	GP9	Green Masking Paper 9in	47034122094	12	3.19	Masking/Covering
Trimaco	P12	Masking Paper 12inx60yd	47034129123	12	2.99	Masking/Covering
Trimaco	P15	Masking Paper 15inx60yd	47034129154	12	3.79	Masking/Covering
Trimaco	P6	Masking Paper 6inx60yd	47034129062	12	1.79	Masking/Covering
Trimaco	P9	Masking Paper 9inx60yd	47034129093	12	2.19	Masking/Covering
Trimaco	PCF24100	Carpet Film 24in x 100ft	47034624109	12	21.99	Masking/Covering
UGL	DML1	Drylock Latex Base gal	79941275136	2	27.99	Masking/Covering
Valspar	CAB-0801-1	Pro VT Solid Acrylic White gal	80351108013	4	39.99	Primers/Sealers
Valspar	CAB-0806-1	Pro VT Solid Acrylic Neut gal	80351108068	4	39.99	Stains
Valspar	CAB-16306-1	Cabot Prsrvtive ST Wood Frsh Neutr Base	80351810374	4	39.99	Stains
Valspar	CAB-17406-1	Wtr Rddbl SS Deck&Siding Sin Oil Neutral	80351810244	4	42.99	Stains
Valspar	CAB-1801-1	Solid Color Stain Wht Bse gal	80351118012	4	39.99	Stains
Valspar	CAB-1806-1	Solid Color Stain Neutral gal	80351118067	4	39.99	Stains
Valspar	CAB-1808-1	Solid Color Stain Medium gal	80351118081	4	39.99	Stains
Valspar	CAB-19200-1	Wood toner water reducible Natural VOC	80351810121	4	37.99	Stains
Valspar	CAB-19202-1	Wood toner water reducible Cedar VOC gal	80351810152	4	37.99	Stains
Valspar	CAB-19204-1	Wood toner water reducible Heartwood VOC	80351810190	4	37.99	Stains
Valspar	CAB-19205-1	Woodtoner wtr rddble Pacific Redwood VOC	80351810213	4	37.99	Stains
Valspar	CAB-19400-1	Australian Timber Oil WF VOC Natural gal	80351810008	4	39.99	Stains
Valspar	CAB-19458-1	Australian Timber Oil WF VOC Honey Teak	80351810053	4	40.99	Stains
Valspar	CAB-19459-1	Australian Timber Oil WF VOC Mahgny Flame	80351810077	4	40.99	Stains
Valspar	CAB-19460-1	Australian Timber Oil WF VOC Jarrah Brwn	80351810107	4	40.99	Stains

Valspar	CAB-2101-1	Clear Wood Protector WB Ctr gal	80351811432	4	41.99	Waterproofing
Valspar	CAB-25200-1	Deck Correct gal	80351812019	4	27.99	Specialty Coatings
Valspar	CAB-8002-1	Problem Solver Wood Clnr gal	80351180026	4	27.99	Cleaners/Removers
Valspar	CAB-8003-1	Problem Solver Wood Brnr gal	80351180033	4	27.99	Cleaners/Removers
Valspar	CAB-8004-1	Problem Solver Stripper gal	80351811425	4	29.99	Cleaners/Removers
Valspar	MC80-6505-1	Man-O-War Varnish Satin qt	12027650519	2	67.99	Clear Finishes
Valspar	MC80-6505-14	Man-O-War Varnish Satin qt	12027650526	4	21.99	Clear Finishes
Valspar	MC80-6507-1	Man-O-War Varnish SG gal	12027650717	2	67.99	Clear Finishes
Valspar	MC80-6507-14	Man-O-War Varnish SG qt	12027650724	4	21.99	Clear Finishes
Valspar	MC80-6509-1	Man-O-War Varnish Gloss gal	12027650915	2	67.99	Clear Finishes
Valspar	MC80-6509-14	Man-O-War Varnish Gloss qt	12027650922	4	21.99	Clear Finishes
Warmez	CE-PD5	Cnr's Edge Pocket Duster 5in	839631002424	6	7.99	Tools
Warmez	3210-25	Cardboard Shield 25Pk	839631003544	12	10.99	Masking/Covering
Warmez	400-1	Chip Brush 1in	839631002370	36	0.99	Applicators
Warmez	400-15	Double Thick Chip Brush 1.5 inch	839631003704	36	1.29	Applicators
Warmez	400-2	Chip Brush 2in	839631002387	24	1.19	Applicators
Warmez	400-25	Double Thick Chip Brush 2.5 inch	839631003711	12	1.79	Applicators
Warmez	400-2SA	Chip Brush Sash 2in	839631002400	12	1.49	Applicators
Warmez	400-3	Chip Brush 3in	839631002417	12	2.79	Applicators
Warmez	400-4	Chip Brush 4in	839631000901	24	1.79	Applicators
Warmez	BG1	Four Sided Bucket Grid 1gal	839631000574	48	2.89	Applicators
Warmez	BG2	Four Sided Bucket Grid 2gal	839631000567	48	2.99	Applicators
Warmez	BG5	Four Sided Bucket Grid 5gal	839631002882	100	1.19	Tools
Warmez	BP40C	Calibrated Bucket 40oz	839631002998	25	0.99	Tools
Warmez	BP40C-L	Lid for 40oz Mixing Tub	839631002899	50	1.69	Tools
Warmez	BP80C	Calibrated Bucket 80oz	839631003001	25	0.99	Tools
Warmez	BP80C-L	Lid for 80oz Mixing Tub	839631000635	24	4.99	Tools
Warmez	DE-HDP1	Heavy Duty Plastic Paint Tray	839631001236	24	6.49	Clothing
Warmez	DE-HDP17	Hvy Dry Plastic Pnt Tray 7in	839631003674	N/A	8.49	Safety
Warmez	DNG20	Disp Nitrile Gloves 20Pair-Pk	839631000628	24	2.99	Applicators
Warmez	DNG20EXT	Nitrile Gloves XL 20Pair-Pk Ext Length	839631000628	24	2.79	Applicators
Warmez	F2	Frame Plastic 9in		48	3.79	Applicators
Warmez	F75	Rubber Float 4inx9in		12	8.97	Tools
Warmez	FOAM2	Yellow Foam Brush 2in		24	0.69	Applicators
Warmez	FRAME-S	Frame E-Z Reach 14in		48	2.99	Applicators
Warmez	FRAME-S4	Wire Frame 4in		24	2.79	Applicators

Warmez	FRAME-SHD	HD Frame E-Z Reach 20in	839631002103	24	3.19	Applicators
Warmez	HD-PH	Heavy Duty Pail Hooks 2 Pk	839631002059	12	2.49	Tools
Warmez	HDPTL499SR	HD Plastic Tray Liner Clear SR	839631000949	50	1.19	Applicators
Warmez	HD-SPH	HD Swivel Pail Hook	839631002004	12	2.49	Tools
Warmez	H-SANDER	Aluminum/Plastic Hand Sander	839631002073	6	7.99	Tools
Warmez	NSB1-5	Nylon Strainer 1gal 5Pk	839631001945	20	5.29	Tools
Warmez	NSB5-5	Nylon Strainer 5gal 5Pk	839631000468	20	5.99	Tools
Warmez	P-SANDER	Aluminum Pole Sander	839631002066	6	8.99	Tools
Warmez	PSSB2-5	Poly Strainer Elias Top 2gal 5Pk	839631000918	20	5.99	Tools
Warmez	PSB5-5	Poly Strainer Elias Top 5gal 5Pk	839631000475	20	6.99	Tools
Warmez	PTL449	Plastic Tray Liner	839631000925	150	0.99	Applicators
Warmez	WC1060	Disposable Coverall XLg	839631000505	50	4.99	Clothing
Warmez	WC-1060-XXL	Disposable Coverall XXLg	839631001380	50	5.49	Clothing
Warmez	XP-ALSHIELD32	Xtreme Aluminum Shield 32"	839631003056	6	13.99	Tools
Warmez	XP-DSFIL TER-3	Pre-Filter 3 Pk with Zip Ties Installed	839631003797	12	3.99	Tools
Warmez	XP-FLOAT124	P.U. Green Float w/ Aluminum back	839631001151	12	5.97	Tools
Warmez	XP-HDSC20	Hvy Duty Shoe Covers 20Pair Pk	839631003735	12	9.99	Clothing
Warmez	XP-HDXLSC12	Shoe Covers XL Heavy Duty 12 Pair Pack	839631003728	N/A	6.99	Tools
Warmez	XP-HSHIELD40	Hand Held Spray Shield 40in	839631002950	100	0.99	Tools
Warmez	XP-MIXERT	Mixer 3 Flute/Ring Turbo Style	839631003360	12	5.99	Patching/Caulking
Warmez	XP-NPBRC	Xtreme Brush & Roller Clnr Blac	839631003230	12	5.29	Tools
Warmez	XP-NPBSC	Xtreme 1 1/2" Bent Scraper Blc	839631003247	12	5.49	Tools
Warmez	XP-NPK15F	Xtreme 1.5" Flex Nylon Blk Put	839631003162	12	3.99	Tools
Warmez	XP-NPK2F	Xtreme 2" Flex Nylon Blk Putt	839631003179	12	3.99	Tools
Warmez	XP-NPK3F	Xtreme 3" Flex Nylon Blk Putt	839631003186	12	4.29	Tools
Warmez	XP-NPK4F	Xtreme 4" Flex Nylon Blk Putt	839631003193	12	4.49	Tools
Warmez	XP-NPK6F	Xtreme 6" Flex Nylon Blk Putt	839631003209	12	4.99	Tools
Warmez	XP-NPKMT6	Xtreme 6 in 1 Tool Nylon Blk	839631003216	12	6.49	Tools
Warmez	XP-OVALTUCT	Touch Up Brush	839631003223	12	5.49	Tools
Warmez	XP-P4MP	Metal Pole and Tip 4ft	839631003773	50	0.99	Applicators
Warmez	XP-PCCS25	Paper Cone Strainers 25Pk	839631002233	24	4.99	Applicators
Warmez	XP-PK2PACK	Xtreme 1.5" & 5in 1 Nylon Blk Pu	839631002721	10	3.99	Tools
Warmez	XP-PLSPREAD35	Xtreme Pro Spreader 3x5in	839631003506	12	7.99	Tools
Warmez	XP-PSC3	Xtreme 3" Pole Scraper Blade	839631002967	100	0.99	Tools
Warmez	XP-SG-FF10	10" Faux Finishing Trowel	839631003124	12	5.99	Tools
Warmez			839631003643	6	8.49	Tools

Warmez	XP-SGH15F	1.5" Flex Polished SS	839631003254	12	4.99	Tools
Warmez	XP-SGH2F	2" Flex Polished SS	839631003261	12	6.99	Tools
Warmez	XP-SGH2SC	2" Stiff Scraper Polished SS w/Hammer	839631003698	12	7.49	Tools
Warmez	XP-SGH3F	3" Flex Polished SS	839631003278	12	7.99	Tools
Warmez	XP-SGH4F	4" Flex Polished SS	839631003285	12	8.99	Tools
Warmez	XP-SGH6F	6" Flex Polished SS	839631003292	12	9.99	Tools
Warmez	XP-SGHMT10	10IN1 Tool Polished SS	839631003308	12	6.99	Tools
Warmez	XP-SGHMT7	7in1 tool Polished SS	839631003315	12	6.49	Tools
Warmez	XP-SGKIT2	Xtreme Pro Putty Knife 2 Pk	839631002974	12	8.99	Tools
Warmez	XP-SG-TK12	12" Taping Knife	839631002530	6	7.99	Tools
Warmez	XP-SG-TK8	8" Taping Knife	839631002516	6	6.99	Tools
Warmez	XP-SHIELDHOLD	Paint Shield Holder	839631003349	6	8.99	Patching/Caulking
Warmez	XP-SSMP14	Mud Pan 14" Stainless Steel	839631003605	6	11.97	Tools
Warmez	XP-TOUCHUP18F	Control Paddle Touch Up Brush	839631003476	24	1.49	Applicators
Warmez	XP-TUK1	Premium Roller & Brush Kit	839631003668	24	3.49	Applicators
Warmez	XP-WP44SQ	Xtreme Pro 4x4 Wall Patch	839631003322	12	2.99	Patching/Caulking
Warmez	XP-WP66SQ	Xtreme Pro 6x6 Wall Patch	839631003339	12	3.99	Patching/Caulking
Warner	WAR-101	Mini Scraper carded w/2 Blades	48661097441	25	1.09	Tools
Warner	WAR-103	Deluxe Window Scraper w/ 5 pk	48661001035	10	2.99	Tools
Warner	WAR-10797	Folding Utility Knife	48661107973	8	10.99	Tools
Warner	WAR-10825	10N1 Folding Paint Tool	48661108253	6	9.99	Tools
Warner	WAR-124	Snap Off Econo 13 PT Knife	48661001240	10	1.29	Tools
Warner	WAR-360	5 pk Utility Replacement Blades	48661003602	10	2.19	Tools
Warner	WAR-695	Wallpaper Stripper Blades 5 pk	48661006955	10	3.29	Tools
Warner Tools	W109	Razor Blades 100Pk	48661001097	10	7.99	Tools
Western Pacific/Hamiltons	18040	Red Dot Topping	516311010	1	9.49	Patching/Caulking
Western Pacific/Hamiltons	GT2	Glass Fabric Tape 2inx300ft	509819831037	24	6.99	Patching/Caulking
Western Pacific/Hamiltons	H1	All Purpose Joint Compound gal	516321019	4	5.99	Patching/Caulking
Western Pacific/Hamiltons	H5	All Purpose Joint Compound 5gal	516321033	1	17.49	Patching/Caulking
Western Pacific/Hamiltons	HT50	Green Dot Topping	516315018	1	9.99	Patching/Caulking
Western Pacific/Hamiltons	WP-55310	Smooth Set 5 4 5lb	516553106	10	4.99	Patching/Caulking
WM Barr	JASCO-202	Prem Paint/Epoxy Remover qt	26452002027	6	10.99	Cleaners/Removers
WM Barr	JASCO-203	Prem Paint/Epoxy Remover gal	26453002034	2	32.99	Cleaners/Removers
WM Barr	JASCO-408	TSP No Rinse Substitute qt	26452004083	6	4.99	Cleaners/Removers
WM Barr	JLM1	Liquid Mask & Seal gal	26452002928	4	39.99	Solvents/Additives
WM Barr	MC-3407	Goof Off Spray	93945306580	6	8.99	Cleaners/Removers

WM Barr	MC-3416	Goof Off 16oz	93945306535	12	7.79	Cleaners/Removers
WM Barr	MC-9002616	Goof Off II 22oz	93945306597	6	10.49	Cleaners/Removers
WM Barr	WMB-GSX6-1	Strip-X Stripper gal	30192006252	4	26.99	Cleaners/Removers
Wooster	RO16	Magkage Nirety Frame 9in	71497662798	12	6.99	Applicators
Wooster	RO17	Shurlock Frame 9in	74197690791	6	7.99	Applicators
Wooster	RO54	Sherlock Pole 2ft-4ft	71497663887	6	22.99	Applicators
Wooster	RO55	Sherlock Pole 4ft-8ft	71497663986	6	29.97	Applicators
Wooster	RO56	Sherlock Pole 8ft-12ft	71497664082	3	37.99	Applicators
Wooster	W-RO90	Sherlock GT Conv Pole 2-4ft	71497149732	6	27.99	Applicators
X-L Supplies	7080B	Brass Bristle Brush	839631000185	100	1.49	Tools
X-L Supplies	7080N	Nylon Bristle Brush	839631000178	100	1.49	Tools
X-L Supplies	7080SS	Stainless Steel Bristle Brush	839631000161	100	1.49	Tools
X-L Supplies	XL-GK-55555	Gasket King 5Pk	72582355550	16	5.49	Repair Parts
Zinsser	ZIN-00901-1	BIN Primer/Sealer gal	47719009016	4	42.99	Primers/Sealers
Zinsser	ZIN-00904-14	BIN Primer/Sealer qt	47719009047	6	14.99	Primers/Sealers
Zinsser	ZIN-01008-13	BIN Primer/Sealer Spray	47719010081	6	7.99	Primers/Sealers
Zinsser	ZIN-01700-5	Fast Prime 2 5gal	47719017004	1	99.99	Primers/Sealers
Zinsser	ZIN-01701-1	Fast Prime 2 gal	47719017011	4	18.99	Primers/Sealers
Zinsser	ZIN-01710-5	Fast Prime 2 Plus Int/Ext 5gal	47719017103	1	109.00	Primers/Sealers
Zinsser	ZIN-01711-1	Fast Prime 2 Plus Int/Ext gal	47719017110	4	19.99	Primers/Sealers
Zinsser	ZIN-02000-5	Bulls Eye 123 WB Primer 5gal	47719020004	1	99.99	Primers/Sealers
Zinsser	ZIN-02001-1	Bulls Eye 123 WB Primer gal	47719020011	4	19.99	Primers/Sealers
Zinsser	ZIN-02004-14	Bulls Eye 123 WB Primer qt	47719020042	6	7.99	Primers/Sealers
Zinsser	ZIN-02031-1	Bulls Eye 123 DT Primer gal	47719020318	4	27.99	Primers/Sealers
Zinsser	ZIN-02034-14	Bulls Eye 123 DT Primer qt	47719020349	6	8.99	Primers/Sealers
Zinsser	ZIN-02301-1	Gardz Drywall Repair Sir gal	47719023012	4	29.99	Primers/Sealers
Zinsser	ZIN-03550-5	Hi Hide Coverstain 5 gal	47719035503	1	129.00	Primers/Sealers
Zinsser	ZIN-03551-1	Hi Hide Coverstain gal	47719035510	4	28.99	Primers/Sealers
Zinsser	ZIN-03554-14	Hi Hide Coverstain Quart	47719035541	6	8.99	Primers/Sealers
Zinsser	ZIN-03609-16	CoverStain Oil Primer 16oz	47719036098	6	6.99	Primers/Sealers
Zinsser	ZIN-04421-1	Ready Patch HD Spackling/Patch	47719044215	2	25.99	Patching/Caulking
Zinsser	ZIN-04424-14	Ready Patch HD Spackling/Ptch qt	47719044246	6	7.99	Patching/Caulking
Zinsser	ZIN-04429	Ready Patch HD Spackling 8oz	47719044291	12	4.29	Patching/Caulking
Zinsser	ZIN-2008-13	Bulls Eye 1-2-3 aerosol	47719020080	6	4.99	Primers/Sealers
Zinsser	ZIN-2422	DIF Wallpaper Stripper 22oz	47719024224	12	6.99	Cleaners/Removers
Zinsser	ZIN-256261-1	Bordz WB gal	20066200923	2	47.99	Primers/Sealers

Zinsser	ZIN-260924-1	Peel Stop Triple Thick gal	20066209377	2	34.99	Primers/Sealers
Zinsser	ZIN-270976-1	BIN Advanced gal	20066228835	2	37.99	Primers/Sealers
Zinsser	ZIN-272484-1	Metal Primer 100 voc gallon	20066232399	2	47.99	Specialty Coatings
Zinsser	ZIN-OK710-5	Weather Pro Semi-Trans Neutral Base	749505710051	1	119.00	Stains
Zinsser	ZIN-OK711-1	Weather Pro Semi-Trans Neutral Base	749505710013	4	24.99	Stains
Zinsser	ZIN-OK720-5	Weather Pro Natural Choice, s-t base	749505720050	1	139.00	Stains
Zinsser	ZIN-OK721-1	Weather Pro Natural Choice, s-t base	749505720012	4	27.99	Stains
Zinsser	ZIN-OK730-5	Weather Pro Natural Choice, s-t, Pine	749505730059	1	139.00	Stains
Zinsser	ZIN-OK731-1	Weather Pro Natural Choice, s-t, Pine	749505730011	4	27.99	Stains
Zinsser	ZIN-OK740-5	Weather Pro Natural Choice, s-t, Redwood	749505740058	1	139.00	Stains
Zinsser	ZIN-OK741-1	Weather Pro Natural Choice, s-t, Redwood	749505740010	4	27.99	Stains
Zinsser	ZIN-OK750-5	Weather Pro Natural Choice, s-t, Cedar	749505750057	1	139.00	Stains
Zinsser	ZIN-OK751-1	Weather Pro Natural Choice, s-t, Cedar	749505750019	4	27.99	Stains
Zinsser	ZIN-OK770-5	Weather Pro Solid Stain Neutral Base	749505770000	1	179.00	Stains
Zinsser	ZIN-OK771-1	Weather Pro Solid Stain Neutral Base	749505770017	4	40.99	Stains
Zinsser	ZIN-OK811-1	Paintbooster gal	749505810010	6	24.99	Solvents/Additives
Zinsser	ZIN-OK910-5	Regular Okon 5gal	749505910055	1	97.99	Waterproofing
Zinsser	ZIN-OK911-1	Regular Okon W-1 gal	749505910017	6	20.99	Waterproofing
Zinsser	ZIN-OK920-5	Heavy Duty Okon W-2 5gal	749505920054	1	135.00	Waterproofing
Zinsser	ZIN-OK921-1	Heavy Duty Okon W-2 gal	749505920016	6	28.99	Waterproofing
Zinsser	ZIN-OK940-5	Seal & Finish 5gal	749505940052	1	146.00	Waterproofing
Zinsser	ZIN-OK941-1	Seal & Finish gal	749505940014	4	30.99	Waterproofing
Zinsser	ZIN-OK950-5	Okon Plugger 5gal	749505950051	1	152.00	Waterproofing
Mi-T-M	MAW4003-0000	High Pressure Tip 3.0	16977360399	1	25.09	Spray Accessories
Mi-T-M	MAW4035-0000	High Pressure Tip 3.5	16977360337	1	26.09	Spray Accessories
Mi-T-M	MAW4085-0016	High Pressure Pump Oil	16977080167	1	5.39	Spray Accessories
Mi-T-M	MAW-7300-0003	Rotating Nozzle 3.0 3000 PSI	16977730031	1	96.99	Spray Accessories
Modern Masters	AM203-16	Acid Blocking Primer 16oz	740774998072	4	16.99	Primers/Sealers
Modern Masters	ME149-16	Metal Effects Copper 16oz	740774999949	4	25.99	Specialty Coatings
Modern Masters	ME150-32	Metallic Silver 32oz	740774999802	4	27.99	Specialty Coatings
Modern Masters	ME190-32	Metallic Statuary Bronze 32oz	740774190322	4	32.99	Specialty Coatings
Modern Masters	ME195-32	Metallic Copper 32oz	740774195327	4	26.99	Specialty Coatings
Modern Masters	ME200-32	Metallic Pale Gold 32oz	740774200328	4	32.99	Specialty Coatings
Modern Masters	ME204-32	Metallic Antique Bronze 32oz	740774204326	4	26.99	Specialty Coatings
Modern Masters	ME205-32	Metallic Antique Copper 32oz	740774205323	4	26.99	Specialty Coatings
Modern Masters	ME206-32	Metallic Champagne 32oz	740774206320	4	39.99	Specialty Coatings



Modern Masters	ME208-16	Metal Effects Iron 616oz	740774999925	4	25.99	Specialty Coatings
Modern Masters	ME221-32	Metallic Warm Silver 32oz	740774221323	4	30.99	Specialty Coatings
Modern Masters	ME238-32	Metallic Blackened Bronze 32oz	740774238321	4	32.99	Specialty Coatings
Modern Masters	ME289-32	Metallic Brass 32oz	740774998461	4	32.99	Specialty Coatings
Modern Masters	ME396-16	Metal Effects Bronze 16oz	740774998065	4	23.99	Specialty Coatings
Modern Masters	ME525-32	Metallic English Brown 32oz	740774998492	4	39.99	Specialty Coatings
Modern Masters	ME579-32	Metallic Copper Penny 32oz	740774579325	4	32.99	Specialty Coatings
Modern Masters	ME591-32	Metallic Platinum 32oz	740774920196	4	30.99	Specialty Coatings
Modern Masters	ME651-16	Extender For Rolling	740774996023	4	11.99	Specialty Coatings
Modern Masters	ME652	Metallic Paint Roller	740774996009	6	20.99	Applicators
Modern Masters	ME658-32	Metallic Gold Rush 32oz	740774920158	4	39.99	Specialty Coatings
Modern Masters	ME661-32	Metallic Tequila Gold 32oz	740774920189	4	39.99	Specialty Coatings
Modern Masters	ME662-32	Master Clear	740774662324	4	39.99	Specialty Coatings
Modern Masters	MM-AM204-16	Permacoat Xtreme 16oz	740774947575	4	17.99	Industrial Coatings
Modern Masters	MM-DP609-14	Decorative Varnish Dead Ft qt	740774923128	4	25.99	Specialty Coatings
Modern Masters	MM-ME651-04	Extender for Rolling 4oz	740774984471	6	3.99	Industrial Coatings
Modern Masters	MM-ME664-14	Metallic Master Clear Satin qt	740774923029	4	40.99	Specialty Coatings
Modern Masters	MM-SS1030	Metallic Plaster Espresso qt	740774994067	4	26.99	Industrial Coatings
Modern Masters	MM-SZ-T240P	Natural Sea Sponge Mini Roller	740774997839	12	18.99	Applicators
Modern Masters	PA901-16	Japanese 240 MM Towel	740774987427	4	49.99	Tools
Modern Masters	PA902-16	Green Patina 16oz	740774999758	4	13.99	Specialty Coatings
Modern Masters	PA904-16	Blue Patina 16oz	740774999741	4	13.99	Specialty Coatings
Modern Masters	SP-120	Rust Activator 16oz	740774999727	4	13.99	Specialty Coatings
Modern Masters	VP-100-GAL	Spritzer Cap	740774999710	12	1.19	Tools
Modern Masters	VP200-GAL	Venetian Plaster Tint Base gal	740774998140	2	59.99	Specialty Coatings
Modern Masters - 8	ME150-GAL	Venetian Plaster Deep Tint gal	740774200601	2	59.99	Specialty Coatings
Modern Masters - 8	ME190-GAL	Metallic Silver gal	740774150012	2	79.99	Specialty Coatings
Modern Masters - 8	ME200-GAL	Metallic Statuary Bronze gal	740774190018	2	98.99	Industrial Coatings
Modern Masters - 8	ME204-GAL	Metallic Pale Gold gal	740774200014	4	98.99	Specialty Coatings
Modern Masters - 8	ME209-32	Metallic Antique Bronze gal	740774204012	2	82.99	Industrial Coatings
Modern Masters - 8	ME221-GAL	Metallic Pewter 32oz	740774209321	4	26.99	Specialty Coatings
Modern Masters - 8	ME243-32	Metallic Warm Silver gal	740774221019	2	89.99	Industrial Coatings
Modern Masters - 8	ME244-32	Metallic Smoke 32oz	740774243325	4	26.99	Specialty Coatings
Modern Masters - 8	ME525-GAL	Metallic Steel Gray 32oz	740774244322	4	26.99	Specialty Coatings
Modern Masters - 8	ME659-32	Metallic English Brown gal	740774998465	2	110.00	Industrial Coatings
Modern Masters - 8	ME659-32	Metallic Olympic Gold 32oz	740774920165	4	32.99	Specialty Coatings

Modern Masters - 8	ME660-32	Metallic Pharaohs Gold 32oz	740774920172	4	32.99	Specialty Coatings
Modern Masters - 8	ME662-GAL	Master Clear	740774662010	2	116.00	Specialty Coatings
Modern Masters - 8	ME664-GAL	Master Clear Satin gal	740774923012	2	120.00	Specialty Coatings
Modern Masters - 8	MM-ME700-32	Metallic Black Pearl 32oz	740774995767	4	41.99	Industrial Coatings
Modern Masters - 8	MM-ME703-32	Metallic Camel 32oz	740774999857	4	41.99	Industrial Coatings
Modern Masters - 8	MM-ME705-32	Metallic Oyster 32oz	740774999819	4	41.99	Industrial Coatings
Modern Masters - 8	MM-ME707-32	Metallic Snoflake 32oz	740774995736	4	41.99	Industrial Coatings
Modern Masters - 8	MM-ME708-14	Metallic Nickel 32oz	740774995729	4	42.99	Industrial Coatings
Modern Masters - 8	MM-P-SMP704-1	Metallic Plaster Parchment gal	740774996931	2	79.99	Industrial Coatings
Modern Masters - 8	MM-P-SMP731-14	Metallic Plaster Gold Medal qt	740774994173	4	26.99	Industrial Coatings
Modern Masters - 8	MM-P-SMP759-1	Metallic Plaster Pale Gold gal	740774985331	2	79.99	Industrial Coatings
Modern Masters - 8	VP100-QT	Venetian Plaster Tint Base qt	740774998034	4	21.99	Specialty Coatings
Modern Masters - 8	VP200-QT	Venetian Plaster Deep Tint qt	740774919992	4	21.99	Specialty Coatings
Rust-Oleum	11025	White Bonder 400W Spray	723596300810	6	11.99	Primers/Sealers
Rust-Oleum	11055	White Primer UMA Spray	723596602419	6	11.99	Primers/Sealers
Rust-Oleum	1915-830	Specialty Silver Metallic	20066191580	6	3.99	Specialty Coatings
Rust-Oleum	2593-838	Pro Stripping White	2006629389	6	6.49	Specialty Coatings
Rust-Oleum	55274-830	Touch N Tone White Gl	70798552746	6	2.99	Specialty Coatings
Rust-Oleum	55275-830	Touch N Tone Black Fl	70798552753	6	2.99	Specialty Coatings
Rust-Oleum	55276-830	Touch N Tone Black Gl	70798552760	6	2.99	Specialty Coatings
Rust-Oleum	7769-830	Stops Rust Rusty Mil Primer	20066776985	6	6.99	Specialty Coatings
Rust-Oleum	7776-830	Stops Rust Black Fl	20066777685	6	6.99	Specialty Coatings
Rust-Oleum	7779-830	Stops Rust Black Gl	20066777982	6	6.99	Specialty Coatings
Rust-Oleum	7780-830	Stops Rust White Metal Primer	20066778088	6	6.99	Specialty Coatings
Rust-Oleum	7792-830	Stops Rust White Gl	20066779283	6	6.99	Specialty Coatings
Rust-Oleum	7797-830	Stops Rust White SG	20066779788	6	6.99	Specialty Coatings
Rust-Oleum	7798-830	Stops Rust Black SG	20066779887	6	6.99	Specialty Coatings
Rust-Oleum	RUST-249088	2X Ultra Cover Gray Primr 12oz	20066187453	6	4.99	Specialty Coatings
Rust-Oleum	RUST-249090	2X Ultra Cover Gloss White 12oz	20066187477	6	4.99	Specialty Coatings
Rust-Oleum	RUST-249122	2X Ultra Cover Gloss Bick 12oz	20066187767	6	4.99	Specialty Coatings
Rust-Oleum	RUST-249124	2x Ultra Cover Apple Red 12oz	20066187781	6	4.99	Specialty Coatings
Rust-Oleum	RUST-249127	2x Ultra Cover Flat Black 12oz	20066187811	6	4.99	Specialty Coatings
Titan	ST153003	Tip Nut w/ Guard 11/16in	24964530038	1	8.82	Repair Parts
Titan	ST270144	Flat Tip Base	24964130993	1	6.83	Spray Accessories
Titan	T314-482	LS10 Plus 1 Qt. Bottle	612564165073	12	9.72	Spray Accessories
Valspar	V-AUF4722-1	VALGUARD 20S 275 gal	80047332135	4	49.99	Industrial Coatings

Valspar	V-AUF5502-1	Valguard Conversion 20S 550 ga	80047331503	4	42.99	Industrial Coatings
Valspar	V-CXC4000-14	Catalyst Qt	80047312229	6	36.99	Lacquer Finishes
Valspar	V-LKWT100-1	Zenith WB Basecoat White gal	80047330063	4	49.99	Industrial Coatings
Valspar	V-LKWT106-1	Zenith WB White Lac SG gal	80047330193	4	49.99	Industrial Coatings
Valspar	V-NAC1509	Luster Lac Premium WW Aerosol Lacquer 90 Sheen	23494107000	6	10.39	Lacquer Finishes
Valspar	V-NAF1112-1	Luster-Lac Premium WW Clear Topcoat 20 Sheen gal	80047310089	4	35.99	Industrial Coatings
Valspar	V-NAF1116-1	Luster-Lac Premium WW Clear Topcoat 60 Sheen gal	080047310102	4	35.99	Lacquer Finishes
Valspar	V-NAF1501	Luster Lac Premium WW Aerosol Lacquer 10 Sheen	23494107031	6	10.39	Lacquer Finishes
Valspar	V-NAF1502	Luster Lac Premium WW Aerosol Lacquer 20 Sheen	23494107024	6	10.39	Lacquer Finishes
Valspar	V-NAF1506	Luster Lac Premium WW Aerosol Lacquer 60 Sheen	23494107017	6	10.39	Lacquer Finishes
Valspar	V-NAF2752-1	ValPro WW 20S 275 VOC gal	80047333491	4	33.99	Industrial Coatings
Valspar	V-NAF2756-1	ValPro WW 60S 275VOC gal	80047333484	4	33.99	Industrial Coatings
Valspar	V-NAS1110-1	Luster-Lac Premium WW Clear Sealer gal.	80047310126	4	34.99	Industrial Coatings
Valspar	V-NAS1500	Luster Lac Premium WW Aerosol Sealer	23494107048	6	10.39	Lacquer Finishes
Valspar	V-NAS2750-1	ValPro WW SIR 275 VOC gal	80047333507	4	34.99	Industrial Coatings
Valspar	V-NAS2750-5	ValPro WW SIR 275 VOC 5gal	80047333255	1	149.00	Industrial Coatings
Valspar	V-NAW1312-1	Luster Lac White 20S 550 gal	80047313318	4	44.99	Lacquer Finishes
Valspar	V-NAW1316-1	Luster Lac White 60S 550 gal	80047313301	4	44.99	Industrial Coatings
Valspar	V-NAW1320-1	Luster Lac Wht Underc 275 gal	80047319440	4	43.99	Industrial Coatings
Valspar	V-NAW1322-1	Luster Lac Wht 20S 275 gal	80047319402	4	43.99	Industrial Coatings
Valspar	V-NAW1326-1	Luster Lac Wht 60S 275 gal	80047319385	4	43.99	Industrial Coatings
Valspar	V-NAW1460-1	Luster Lac Wht Underc 525 gal	80047316494	4	35.99	Industrial Coatings
Valspar	V-NAW2750-1	ValPro Wht Underc 275 VOC gal	80047333538	4	35.99	Industrial Coatings
Valspar	V-NAW2750-5	ValPro Wht Underc 275 VOC 5gal	80047333286	1	169.00	Lacquer Finishes
Valspar	V-NAW2752-1	ValPro White 20S 275 VOC gal	80047333521	4	38.99	Industrial Coatings
Valspar	V-NAW2752-5	ValPro White 20S 275 VOC 5gal	80047333279	1	182.00	Lacquer Finishes
Valspar	V-NAW2756-1	ValPro White 60S 275 VOC gal	80047333514	4	37.99	Industrial Coatings
Valspar	V-NAW2756-5	ValPro White 60S 275 VOC 5gal	80047333262	1	182.00	Lacquer Finishes
Valspar	V-NUF2852-1	ValPro Precat 20S 275 VOC gal	80047333552	4	37.99	Industrial Coatings
Valspar	V-NUF2856-1	ValPro Precat 60S 275 VOC gal	80047333545	4	37.99	Industrial Coatings
Valspar	V-NUF2850-1	ValPro Precat Vnl Sir 275VOC gal	80047333569	4	35.99	Industrial Coatings
Valspar	V-PKF7202-1	Zenith WB Precat Lac Sat gal	80047330025	4	49.99	Industrial Coatings
Valspar	V-YXT2010-1	Lacquer Retarder	80047333002	4	69.99	Solvents/Additives
Valspar	V-YXT2010-5	Lacquer Retarder 5gal	80047333019	1	384.00	Solvents/Additives
Valspar	V-YVT0024-1	Lacquer Thinner gal	80047332982	4	30.99	Solvents/Additives
Valspar	V-YVT0024-5	Lacquer Thinner 5gal	80047332999	1	145.00	Solvents/Additives
		Zenith WB Lac Satn gal	80047330001	1	44.99	Lacquer Finishes

Wagner/SprayTech	C297051	Check Valve Repair Kit	24964118052	1	23.09	Repair Parts
Wagner/SprayTech	ST2955665	Inlet Strainer	24964178995	1	11.49	Repair Parts
Wagner/SprayTech	ST550962	17 Piece Cleaning Kit	24964164653	1	29.99	Repair Parts



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# VERSAFLAT®

## Interior/Exterior Acrylic Flat Paint W 6240V



**DESCRIPTION:** **VERSAFLAT®** is a professional acrylic washable flat paint designed for interior and exterior applications. **VERSAFLAT** provides an extremely flat finish that has excellent touch-up, good hide, and good alkali resistance. **VERSAFLAT** is self-priming on drywall and is suitable for use on properly prepared and primed masonry, wood, and metal. Can be used down to surface and air temperature of 35°F.

### PRODUCT INFORMATION

**SOLVENT TYPE:** Waterborne      **RESIN TYPE:** Acrylic

**FINISH (ASTM D 523):** Flat: 1–2% on a 60° meter; <1% on an 85° meter

**COLORS:** All colors can be special ordered from the factory or store mixed.

**TINT BASES:** L Tintable White, M Medium, U Ultra Deep

**VISCOSITY@77°F/25°C (ASTM D 562):** 110–115 KU

<b>MAXIMUM VOC CONTENT</b> 35 g/L (as supplied)	<b>MAXIMUM RAVOC (Reactivity-Adjusted VOC)</b> 10 g/L
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<b>SOLIDS BY VOLUME (ASTM D 2697)</b> 36.0% ± 2%	<b>SOLIDS BY WEIGHT</b> 51.0% ± 2%
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**WEIGHT PER GALLON (ASTM D 1475):** 11.00 lbs.

**COMPOSITION BY WEIGHT**

<b>Pigment—36.4%</b>		<b>Vehicle—63.6%</b>	
*Prime pigments .....	14.1	Modified copolymer resins ....	12.3
Reinforcing pigments .....	22.3	Water & additives .....	51.3

*\*Prime pigments include titanium dioxide (TiO<sub>2</sub>), plus all other pigments directly adding to the hiding power of this paint.*

**RECOMMENDED FILM THICKNESS PER COAT**

Wet: 4.3 mils	Dry: 1.5 mils
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**PRACTICAL COVERAGE PER COAT AT RECOMMENDED DRY FILM THICKNESS**  
Approximately 200–375 sq. ft. per gallon, depending on surface conditions and application techniques.

**THINNING RECOMMENDATION**  
Brush and roller application: Up to 1/2 gallon of water per 5 gallons of paint  
Spray application: Up to 1 gallon of water per 5 gallons of paint

**AVERAGE DRY TIME@77°F/25°C (ASTM D 1640)**  
To touch: 20–30 minutes      Recoat: 1–2 hours  
Dry times and recoat times are temperature, humidity and film thickness dependent.

**APPLICATION EQUIPMENT:** Brush, roller, airless spray

**PACKAGING:** One-gallon, five-gallon containers

**STORAGE:** Store in a dry area. Protect from freezing. Extreme temperatures may cause paint to become unusable. For example: freezing and thawing may cause paint to gel, and high heat may cause solid skin to form.

**CLEANUP:** Warm, soapy water

**DISPOSAL:** For information on local options to dispose of unwanted leftover paint, call Dunn-Edwards Customer Service at 1-888-DEPAINT or visit [www.dunnedwards.com](http://www.dunnedwards.com). **Do not mix with other products.**

**CONFORMS TO:** LEED 2009 IEQ Credit 4.2: Paints & Coatings; Green Seal Standard GS-11 (1st Edition)

**SAFETY DATA SHEET:** Available at [www.dunnedwards.com](http://www.dunnedwards.com)

**SURFACE PREPARATION:** All surfaces must be cured, clean, dry, and free from dirt, dust, rust, stains, grease, oil, mildew, wax, efflorescence, bond-breakers, and other contaminants. Remove all loose, peeling, or chalky paint by sanding, scraping, or other appropriate methods. Repair all cracks, holes, and other surface imperfections with a suitable patching material. Repaired surfaces should then be sanded smooth and dusted clean. Glossy surfaces should be dulled to provide a roughened surface for good adhesion.

### SPECIAL INSTRUCTIONS

- **CAUTION:** Scraping or sanding surfaces of older buildings (especially pre-1978) may release dust containing lead or asbestos. **EXPOSURE TO LEAD OR ASBESTOS CAN BE VERY HAZARDOUS TO YOUR HEALTH.** Always wear appropriate personal protective equipment during surface preparation, and finish cleanup of any residues by water-washing all surfaces. For more information, see Dunn-Edwards brochure on “Surface Preparation Safety” or call EPA’s National Lead Information Hotline at 1-800-424-LEAD, or visit [www.epa.gov/lead](http://www.epa.gov/lead) or/asbestos, or contact your state or local Health Department.
- This product can neither cause nor prevent or cure the growth of mold, mildew, or other forms of fungus. Excessive moisture and inadequate ventilation are the main conditions that promote their growth. Correct any such conditions before painting.
- **VERSAFLAT** may be used on incidental adjacent wood that has a rough-sawn texture or is not exposed directly to the elements. The use of **VERSAFLAT** on exposed smooth wood surfaces, such as trim, sash, and fascia, is not recommended without a primer.
- New concrete and masonry surfaces should cure at least 30 days before painting. pH must be 10.0 or lower. Prime with this product or a suitable masonry primer listed below.
- When the air temperature is at 35°F, substrates may be colder; prior to painting, check to be sure the air, surface, and material temperature are above 35°F and at least 5°F above the dew point. Avoid using if rain or snow is expected within 2–3 hours, as in colder temperatures, it may require longer time before the paint film cures enough not to be affected by rain or snow. Do not apply at air or surface temperatures below 35°F or when air or surface temperatures may drop below 35°F within 48 hours.
- Standard latex primers cannot be used below 50°F. See the specific primer product information sheet for that product’s application conditions.

### PRIMERS

<b>DRYWALL</b>	
Textured:	} Self-priming
Untextured:	
Skim-coated:	
<b>MASONRY</b>	
Plaster:	} <b>EFF-STOP® Premium (ESPR00)</b> or <b>EFF-STOP® Select (ESSL00)</b>
Tilt-up concrete:	
Poured-in-place:	
Brick:	
Smooth trowel:	<b>Enduraseal® (W 360)</b>
Concrete block:	<b>Medium BLOCFIL Premium (MBPR00), Smooth BLOCFIL Premium (SBPR00), Smooth BLOCFIL Select (SBSL00) or FLEX-PRIME® Select (FPSL00)</b>
<b>WOOD/SYNTHETIC WOOD-INTERIOR</b>	
Trim, doors:	} <b>INTER-KOTE® Premium (IKPR00), ULTRA-GRIP® Premium (UGPR00) or INTER-KOTE® Select (IKSL00)</b>
Masonite:	
Hardboard:	
<b>WOOD-EXTERIOR</b>	
Trim, sash, fascia:	} <b>EZ-PRIME® Premium (EZPR00)</b>
Rough-sawn:	
T1-11 siding:	
<b>METAL</b>	
Ferrous:	<b>ULTRA-GRIP® Premium (UGPR00)—INTERIOR ONLY, BLOC-RUST® Premium (BRPR00) or GALV-ALUM™ Premium (GAPR00)</b>
Non-ferrous:	<b>GALV-ALUM™ Premium (GAPR00) or ULTRA-GRIP® Premium (UGPR00)</b>

GALV-ALUM™ is a trademark of BIEC International, Inc. used under license by Dunn-Edwards Corp.



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# ACRI-HUES®

## Exterior Semi-Gloss Paint ACHS50



**DESCRIPTION:** ACRI-HUES® Semi-Gloss is a professional exterior, ultra-low VOC, acrylic semi-gloss paint. It is ideal for use on a wide range of residential and commercial projects. ACRI-HUES Semi-Gloss provides good hide, block resistance, adhesion, and dirt pick-up resistance, and can be used on properly prepared and primed masonry, stucco, wood, trim and doors, and metal. ACRI-HUES Semi-Gloss can be used on properly prepared and primed interior masonry, concrete, wood, and metal. Can be used down to surface and air temperature of 35°F.

### PRODUCT INFORMATION

**SOLVENT TYPE:** Waterborne      **RESIN TYPE:** Acrylic

**FINISH (ASTM D 523):** Semi-Gloss: 40–50% on a 60° meter

**COLORS:** All colors can be special ordered or store mixed.

**TINT BASES:** L Tintable White, M Medium, U Ultra Deep

**VISCOSITY@77°F/25°C (ASTM D 562):** 90–100 KU

<b>MAXIMUM VOC CONTENT</b> 50 g/L (as supplied)	<b>MAXIMUM RAVOC (Reactivity-Adjusted VOC)</b> 20 g/L
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<b>SOLIDS BY VOLUME (ASTM D 2697)</b> 35.0% ± 2%	<b>SOLIDS BY WEIGHT</b> 46.0% ± 2%
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**WEIGHT PER GALLON (ASTM D 1475):** 10.16 lbs.

**COMPOSITION BY WEIGHT**

<b>Pigment–21.4%</b>	<b>Vehicle–78.6%</b>
*Prime pigments .....16.2	Acrylic resins .....22.5
Reinforcing pigments .....5.2	Water & additives .....56.1

*\*Prime pigments include titanium dioxide (TiO<sub>2</sub>), plus all other pigments directly adding to the hiding power of this paint.*

**RECOMMENDED FILM THICKNESS PER COAT**  
Wet: 4.3 mils      Dry: 1.5 mils

**PRACTICAL COVERAGE PER COAT AT RECOMMENDED DRY FILM THICKNESS**  
Approximately 325–375 sq. ft. per gallon, depending on surface conditions and application techniques.

**THINNING RECOMMENDATION:** This coating is intended to be applied without thinning or diluting under normal environmental and application conditions. If necessary to maintain good workability, add up to 1/4 pint (4 fl. oz.) of clean water per gallon of coating.

**AVERAGE DRY TIME@77°F/25°C (ASTM D 1640)**  
To touch: 1–2 hours      Recoat: 4–6 hours  
Dry times and recoat times are temperature, humidity and film thickness dependent.

**APPLICATION EQUIPMENT:** Brush, roller, airless spray

**PACKAGING:** One-gallon, five-gallon containers

**STORAGE:** Store in a dry area. Protect from freezing. Protect from temperatures above 110°F for extended periods of time. Extreme temperatures may cause paint to become unusable. **See Paint Storage Best Practices** Technical Bulletin at [dunnedwards.com](http://dunnedwards.com) for more information.

**CLEANUP:** Warm, soapy water

**DISPOSAL:** For information on local options to dispose of unwanted leftover paint, call Dunn-Edwards Customer Service at 1-888-DEPAINT or visit [www.dunnedwards.com](http://www.dunnedwards.com). **Do not mix with other products.**

**CONFORMS TO:** ARB 2007 SCM & CAL Green 2013; MPI Approved Product #11

**SAFETY DATA SHEET:** Available at [www.dunnedwards.com](http://www.dunnedwards.com)

**SURFACE PREPARATION:** All surfaces must be cured, clean, dry, and free from dirt, dust, rust, stains, grease, oil, mildew, wax, efflorescence, bond-breakers, and other contaminants. Remove all loose, peeling, or chalky paint by sanding, scraping, or other appropriate methods. Repair all cracks, holes, and other surface imperfections with a suitable patching material. Repaired surfaces should then be sanded smooth and dusted clean. Glossy surfaces should be dulled to provide a roughened surface for good adhesion.

**SPECIAL INSTRUCTIONS**

- **CAUTION:** Scraping or sanding surfaces of older buildings (especially pre-1978) may release dust containing lead or asbestos. EXPOSURE TO LEAD OR ASBESTOS CAN BE VERY HAZARDOUS TO YOUR HEALTH. Always wear appropriate personal protective equipment during surface preparation, and finish cleanup of any residues by water-washing all surfaces. For more information, see Dunn-Edwards brochure on "Surface Preparation Safety" or call EPA's National Lead Information Hotline at 1-800-424-LEAD, or log onto [www.epa.gov/lead](http://www.epa.gov/lead) or/asbestos, or contact your state or local Health Department.
- This product can neither cause nor prevent or cure the growth of mold, mildew, or other forms of fungus. Excessive moisture and inadequate ventilation are the main conditions that promote their growth. Correct any such conditions before painting.
- If efflorescence exists, remove all noticeable deposits and prime the entire surface with **SUPER-LOC® Premium (SLPR00)**, **EFF-STOP® Premium (ESPR00)** or **EFF-STOP® Select (ESSL00)**.
- Certain woods, such as redwood, cedar, and spruce, contain water-soluble extracts (tannins) that may discolor lighter colors. In these situations, it is recommended to prime the wood with **EZ-PRIME® Premium (EZPR00)** before applying **ACRI-HUES® Semi-Gloss (ACHS50)**.
- For best results, use airless spray application.
- When the air temperature is at 35°F, substrates may be colder; prior to painting, check to be sure the air, surface, and material temperature are above 35°F and at least 5°F above the dew point. Avoid using if rain or snow is expected within 2-3 hours, as in colder temperatures, it may require longer time before the paint film cures enough not to be affected by rain or snow. Do not apply at air or surface temperatures below 35°F or when air or surface temperatures may drop below 35°F within 48 hours.
- Standard latex primers cannot be used below 50°F. See the specific primer product information sheet for that product's application conditions.

**PRIMERS**

**MASONRY**

Plaster:	}	<b>EFF-STOP® Premium (ESPR00), EFF-STOP® Select (ESSL00) or FLEX-PRIME® Select (FPSL00)</b>
Tilt-up concrete:		
Poured-in-place:		
Brick:		
Concrete block:		<b>Smooth BLOCFIL Premium (SBPR00), Smooth BLOCFIL Select (SBSL00) or FLEX-PRIME® Select (FPSL00)</b>

**WOOD**

Trim, sash, fascia:	}	<b>EZ-PRIME® Premium (EZPR00)</b>
T1-11 siding:		
Rough-sawn:		<b>Self-priming (see SPECIAL INSTRUCTIONS)</b>

**SYNTHETIC WOOD**

Masonite:	}	<b>ULTRA-GRIP® Premium (UGPR00) or ULTRA-GRIP® Select (UGSL00)</b>
Hardboard:		
MDO siding:		

**METAL**

Ferrous:	<b>BLOC-RUST® Premium (BRPR00) or ULTRASHIELD® Galvanized Metal Primer (ULGM00)</b>
Non-ferrous:	<b>ULTRASHIELD® Galvanized Metal Primer (ULGM00) or ULTRA-GRIP® Premium (UGPR00) or ULTRA-GRIP® Select (UGSL00)</b>



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## SAFETY DATA SHEET

### SDS FORM 1: COATINGS WITH NO REPORTABLE HAZARDOUS INGREDIENTS

The following Safety Data Sheet (SDS) is being provided pursuant to requirements of the Fed/OSHA (29 CFR 1910.1200) and Cal/OSHA (8 CCR 5194) Hazard Communication Standards. The health and hazards information given here is based on data believed to be accurate by Dunn-Edwards Corporation; we do not, however, assume any liability for the accuracy or completeness of this information. We neither suggest nor guarantee that any hazards mentioned are the only ones that may exist. All persons intending to rely on any recommendation, or to use any technique, equipment, or material mentioned should first satisfy themselves that they can meet all applicable safety and health standards.

The following SDS supersedes any previously issued SDS for each product covered. The reader is advised to destroy any obsolete SDS and refer only to this SDS. As permitted by OSHA, each SDS may apply to a class of products which have similar hazards and contents.

Products covered by this SDS are listed below:

<b>ACBL10-0:</b> ACRI-BUILD Flat	<b>EVER30-0:</b> EVEREST Eggshell
<b>ACHS10-0:</b> ACRI-HUES Flat	<b>EVER50-0:</b> EVEREST Semi-Gloss
<b>ACHS30-0:</b> ACRI-HUES Eggshell	<b>EVSH10-2:</b> EVERSIELD Flat
<b>ACHS50-0:</b> ACRI-HUES Semi-Gloss	<b>EVSH20-2:</b> EVERSIELD Velvet
<b>ACWC10-0:</b> ACRI-WALL Flat Concentrate	<b>EVSH30-2:</b> EVERSIELD Eggshell
<b>ACWL10-0:</b> ACRI-WALL Flat Ready-To-Use	<b>EVSH40-2:</b> EVERSIELD Low-Sheen
<b>ACWL30-0:</b> ACRI-WALL Eggshell	<b>EVSH50-2:</b> EVERSIELD Semi-Gloss
<b>ACWL50-0:</b> ACRI-WALL Semi-Gloss	<b>EVSH60-2:</b> EVERSIELD Gloss
<b>AQUA10-1:</b> AQUAFALL Flat	<b>EZPR00-1:</b> EZ-PRIME Premium
<b>AQUA30-1:</b> AQUAFALL Eggshell	<b>FPSL00-1:</b> FLEX-PRIME Select
<b>AQUA50-1:</b> AQUAFALL Semi-Gloss	<b>FTXS10-0:</b> FLEX-TEX Smooth
<b>ASHL30-0:</b> ARISTOSHIELD Eggshell	<b>IKPR00-1:</b> INTER-KOTE Premium Zero VOC
<b>ASHL50-0:</b> ARISTOSHIELD Semi-Gloss	<b>PMCE10-0:</b> CONTRACTOR'S EDGE Flat
<b>ASHL70-0:</b> ARISTOSHIELD High Gloss	<b>PMCE30-0:</b> CONTRACTOR'S EDGE Eggshell
<b>AWLL50-0:</b> ARISTOWALL Semi-Gloss	<b>PMCE50-0:</b> CONTRACTOR'S EDGE Semi-Gloss
<b>AWLL60-0:</b> ARISTOWALL Gloss	<b>QKWL10-0:</b> QUIK-WALL Flat
<b>BIPR00-1:</b> BLOCK-IT Premium	<b>SBPR00-0:</b> Smooth BLOCFIL Premium
<b>BRPR00-2-RO:</b> BLOC-RUST Premium, Red Oxide	<b>SBSL00-1:</b> Smooth BLOCFIL Select
<b>BRPR00-2-WH:</b> BLOC-RUST Premium, White	<b>SFSL00-1:</b> SURFACO Select
<b>DURA50-0:</b> DURAFLO Semi-Gloss	<b>SPMA10-1:</b> SUPREMA Flat
<b>DURA50-1:</b> DURAFLO Semi-Gloss	<b>SPMA20-1:</b> SUPREMA Velvet
<b>DURA60-0:</b> DURAFLO Gloss	<b>SPMA30-0:</b> SUPREMA Eggshell
<b>DURA60-1:</b> DURAFLO Gloss	<b>SPMA40-0:</b> SUPREMA Low Sheen
<b>EDLV10-0:</b> ENDURALASTIC 5 Elastomeric Flat	<b>SPMA50-0:</b> SUPREMA Semi-Gloss
<b>EDLX10-0:</b> ENDURALASTIC 10 Elastomeric Flat	<b>SSHL10-0:</b> SPARTASHIELD Flat
<b>ESPR00-1:</b> EFF-STOP Premium	<b>SSHL20-0:</b> SPARTASHIELD Velvet
<b>ESSL00-0:</b> EFF-STOP Select	<b>SSHL30-0:</b> SPARTASHIELD Eggshell
<b>EVER10-0:</b> EVEREST Flat	
<b>EVER20-0:</b> EVEREST Velvet	

*continued*

**SDS FORM 1: COATINGS WITH NO REPORTABLE HAZARDOUS INGREDIENTS continued**

**SSHL40-0:** SPARTASHIELD Low Sheen  
**SSHL50-0:** SPARTASHIELD Semi-Gloss  
**SSHL60-0:** SPARTASHIELD Gloss  
**SSHV10-0:** SPARTASHIELD VA Flat  
**SWLL10-0:** SPARTAWALL Flat  
**SWLL20-1:** SPARTAWALL Velvet  
**SWLL30-1:** SPARTAWALL Eggshell  
**SWLL40-1:** SPARTAWALL Low Sheen  
**SWLL50-1:** SPARTAWALL Semi-Gloss  
**SWLR10-0:** SUPER-WALL Flat Ready-To-Use  
**SZRO10-0:** SPARTAZERO Flat  
**SZRO20-0:** SPARTAZERO Velvet  
**SZRO30-0:** SPARTAZERO Eggshell  
**SZRO40-0:** SPARTAZERO Low Sheen  
**SZRO50-0:** SPARTAZERO Semi-Gloss  
**UGPR00-1:** ULTRA-GRIP Premium  
**UGSL00-1:** ULTRA-GRIP Select Zero VOC  
**ULDM00-0-GR:** ULTRASHIELD DTM Gray Primer  
**ULDM50-0:** ULTRASHIELD DTM Semi-Gloss Paint  
**ULGM00-0:** ULTRASHIELD Galvanized Metal Primer  
**ULMS00-0:** ULTRASHIELD Multi-Surface Primer  
**ULSB10-0:** ULTRA-SCRUB Flat  
**ULSH40-0:** ULTRASHIELD Low Sheen Paint  
**ULSH60-0:** ULTRASHIELD Gloss Paint  
**VNPL00-0:** VINYLASTIC Plus  
**VNPR00-1:** VINYLASTIC Premium Ultra-Low VOC  
**VNSL00-1:** VINYLASTIC Select Zero VOC  
**W 350:** Interior W/B Acrylic Clear Finish  
**W 360V:** ENDURASEAL  
**W 370:** ENDURALWALL  
**W 615:** ACOUSTIKOTE  
**W 2456V:** Latex Roof Coating  
**W 5361:** Athletic Field Striping Paint  
**W 6139:** Acrylic Elastomeric Coating AZ  
**W 6160E:** VERSAGLO  
**W 6220E:** VERSAGLOSS  
**W 6230E:** VERSAWALL  
**W 6240:** VERSAFLAT  
**W 6250E:** VERSASATIN



# SAFETY DATA SHEET

FORM 1: COATINGS WITH NO REPORTABLE HAZARDOUS INGREDIENTS

SDS DATE: 06/08/2016

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## SECTION 1: PRODUCT AND COMPANY IDENTIFICATION

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PRODUCT IDENTIFICATION:  
SEE COVER PAGE FOR LIST OF PRODUCTS COVERED

MANUFACTURER: DUNN-EDWARDS CORPORATION  
4885 EAST 52<sup>ND</sup> PLACE  
LOS ANGELES, CA 90058-5507

PRODUCT TYPE: WATERBORNE PAINT  
RECOMMENDED USE: ARCHITECTURAL COATING

EMERGENCY PHONE: 1-800-222-1222  
OTHER CALLS: (323) 826-2663  
FAX NUMBER: (323) 826-2653

HMIS CODES: H F R PP  
0 0 0 E



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## SECTION 2: HAZARDS IDENTIFICATION

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GHS CLASSIFICATION: (NOT APPLICABLE)

GHS LABEL ELEMENTS: [NOTE: THIS CONSUMER PRODUCT IS EXEMPT FROM OSHA GHS-HCS LABELING REQUIREMENTS.]

SIGNAL WORD: (NONE REQUIRED) HAZARD STATEMENT: (NONE REQUIRED)

PICTOGRAM: (NONE REQUIRED)

PRECAUTIONARY STATEMENTS:

PREVENTION: DO NOT INGEST. USE ONLY WITH ADEQUATE VENTILATION OR PROTECTION. AVOID BREATHING SPRAY MIST. AVOID CONTACT WITH EYES AND SKIN. CLOSE CONTAINER AFTER USE. KEEP OUT OF REACH OF CHILDREN.

RESPONSE: CLEAN UP SPILLS WITH INERT ABSORBENT MATERIAL, SUCH AS CLAY GRANULES, PAPER OR CLOTH WIPES. ALLOW TO DRY BEFORE DISPOSAL.

STORAGE & DISPOSAL: KEEP ABOVE 40°F AT ALL TIMES. DISPOSE OF CONTAINER AND CONTENTS IN ACCORDANCE WITH APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS.

HAZARDS NOT OTHERWISE CLASSIFIED: NONE.

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## SECTION 3: COMPOSITION / INFORMATION ON INGREDIENTS

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HAZARDOUS INGREDIENTS:

CHEMICAL NAME	COMMON NAME / SYNONYMS	CAS NUMBER	CONCENTRATION (%WT)
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NO REPORTABLE HAZARDOUS INGREDIENTS.

NOTE: POTENTIAL UNUSUAL ALLERGIC SENSITIVITY TO TRACE INGREDIENTS OF THIS PRODUCT CAN BE MINIMIZED BY FOLLOWING RECOMMENDED PROCEDURES FOR SAFE HANDLING, STORAGE, DISPOSAL, AND USE.

# SAFETY DATA SHEET

FORM 1: COATINGS WITH NO REPORTABLE HAZARDOUS INGREDIENTS

SDS DATE: 06/08/2016

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## SECTION 4: FIRST-AID MEASURES

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EYES: FLUSH EYES WITH FRESH WATER FOR AT LEAST 15 MINUTES.

SKIN: WASH THOROUGHLY WITH SOAP AND WATER.

INGESTION: HAVE VICTIM DRINK ENOUGH FRESH WATER TO ENSURE DILUTION.

INHALATION: MOVE VICTIM TO FRESH AIR.

MOST IMPORTANT SYMPTOMS AND EFFECTS: MAY CAUSE MILD IRRITATION TO EYES AND SKIN, GASTROINTESTINAL AND RESPIRATORY TRACTS. SLIGHT DIZZINESS, NAUSEA AND HEADACHE POSSIBLE.

NOTES TO FIRST AID PROVIDERS: CALL FOR MEDICAL ASSISTANCE IF SYMPTOMS PERSIST.

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## SECTION 5: FIRE-FIGHTING MEASURES

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SUITABLE EXTINGUISHING MEDIA: FOAM, ALCOHOL FOAM, CO2, DRY CHEMICAL, WATER FOG.

UNUSUAL FIRE AND EXPLOSION HAZARDS: LIQUID MATERIAL IS NON-COMBUSTIBLE, BUT DRIED FILMS ARE CAPABLE OF SUPPORTING COMBUSTION WHEN IN CONTACT WITH OPEN FLAMES. CLOSED CONTAINERS CAN DEVELOP INTERNAL PRESSURE AND MAY RUPTURE WHEN SUBJECTED TO EXTREME HEAT.

HAZARDOUS COMBUSTION PRODUCTS: COMBUSTION CAN PRODUCE CARBON MONOXIDE AND/OR CARBON DIOXIDE.

SPECIAL EQUIPMENT & PRECAUTIONS: USE SELF-CONTAINED BREATHING APPARATUS IN CONFINED SPACES. OBSERVE RECOMMENDED PROCEDURES FOR HANDLING ORDINARY COMBUSTIBLE MATERIALS.

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## SECTION 6: ACCIDENTAL RELEASE MEASURES

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PERSONAL PRECAUTIONS, PROTECTIVE EQUIPMENT, EMERGENCY PROCEDURES: WEAR WATERPROOF GLOVES TO AVOID SKIN CONTACT. KEEP CHILDREN AND PETS AWAY FROM SPILLED LIQUID. PREVENT LIQUID FROM ENTERING DRAINS.

METHODS AND MATERIALS FOR CONTAINMENT AND CLEAN UP: DIKE SPILLED LIQUID WITH INERT MATERIAL, SUCH AS CLAY GRANULES. SCOOP UP EXCESS LIQUID AND POUR INTO CONTAINER. USE PAPER OR CLOTH WIPES TO CLEAN UP SMALL SPILLS. ALLOW TO DRY BEFORE DISPOSAL.

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## SECTION 7: HANDLING AND STORAGE

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SAFE HANDLING PRECAUTIONS: KEEP CONTAINERS CLOSED WHEN NOT IN USE. DO NOT STACK CONTAINERS MORE THAN THREE HIGH. SECURE LOADS AGAINST SHIFTING DURING TRANSPORTATION. USE ONLY AN APPROPRIATE TOOL TO OPEN CONTAINERS.

SAFE STORAGE CONDITIONS: STORE IN COOL, WELL-VENTILATED AREA. MAINTAIN TEMPERATURE BETWEEN 40°F AND 90°F. AVOID EXPOSURE TO DIRECT SUNLIGHT, HEAT OR FLAME. INSPECT CONTAINERS FOR LEAKS PERIODICALLY. ROTATE STOCK, USE OLDER MATERIAL FIRST.

INCOMPATIBILITIES: DO NOT HANDLE OR STORE NEAR WATER-REACTIVE MATERIALS, STRONG OXIDIZERS, ACIDS OR ALKALIS.

# SAFETY DATA SHEET

FORM 1: COATINGS WITH NO REPORTABLE HAZARDOUS INGREDIENTS

SDS DATE: 06/08/2016

## SECTION 8: EXPOSURE CONTROLS / PERSONAL PROTECTION

HAZARDOUS INGREDIENTS	CAS NUMBER	%WT	ACGIH	OSHA EXPOSURE LIMITS			VAPOR PRESS mmHg @ TEMP
			TLV/TWA PPM	TWA PPM	MG/M <sup>3</sup>	STEL PPM	

NO REPORTABLE HAZARDOUS INGREDIENTS.

**ENGINEERING CONTROLS:** USE SIGNS OR BARRIERS TO RESTRICT ACCESS TO PAINTING WORK AREA.

**VENTILATION :** NORMAL AIR CIRCULATION SHOULD BE SUFFICIENT. OTHERWISE, USE PORTABLE FANS. ENSURE ADEQUATE VENTILATION DURING APPLICATION, DRYING AND CURING OF PAINT.

**RESPIRATORY PROTECTION:** FOR SPRAY APPLICATION, USE PARTICULATE FILTER MASK TO AVOID BREATHING SPRAY MIST. EXPOSED PERSONS WITH UNUSUAL ALLERGIC SENSITIVITY MAY NEED ORGANIC VAPOR RESPIRATOR (NIOSH/MSHA TC 23C OR EQUIVALENT).

**EYE PROTECTION:** USE SAFETY GLASSES, GOGGLES, OR FACE SHIELD TO PROTECT EYES.

**SKIN PROTECTION:** USE WATERPROOF GLOVES (LATEX, VINYL, RUBBER, OR NEOPRENE) TO AVOID SKIN CONTACT.

**OTHER PROTECTIVE CLOTHING OR EQUIPMENT:** WATERPROOF HEADCOVERING AND GENERAL PROTECTIVE CLOTHING ARE RECOMMENDED FOR PROTECTION AS NECESSARY.

**WORK HYGIENIC PRACTICES:** WASH HANDS AND FACE BEFORE EATING OR DRINKING.

## SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

APPEARANCE:	OPAQUE LIQUID DISPERSION	VAPOR PRESSURE:	SAME AS WATER VAPOR	
ODOR:	VERY MILD ODOR	VAPOR DENSITY:	SAME AS WATER VAPOR	
ODOR THRESHOLD:	(NO INFORMATION AVAILABLE)	SPECIFIC GRAVITY:	~1.4 (H <sub>2</sub> O = 1)	
pH AS SUPPLIED:	~8.5	SOLUBILITY IN WATER:	PARTLY SOLUBLE	
FREEZING POINT:	0° C / 32° F	PARTITION COEFFICIENT:	(NO INFORMATION AVAILABLE)	
BOILING POINT:	100° C / 212° F	AUTO-IGNITION TEMP:	(NOT APPLICABLE)	
FLASH POINT:	(NOT APPLICABLE)	DECOMPOSITION TEMP:	(NO INFORMATION AVAILABLE)	
EVAPORATION RATE:	SAME AS WATER	VISCOSITY:	85 – 115 KU	
FLAMMABILITY:	(NOT APPLICABLE)	PERCENT SOLIDS:	BY VOL: ~35%	BY WT: ~50%
UPPER EXPLOSIVE LIMIT:	(NOT APPLICABLE)	PERCENT VOLATILE:	BY VOL: ~65%	BY WT: ~50%
LOWER EXPLOSIVE LIMIT:	(NOT APPLICABLE)			

# SAFETY DATA SHEET

FORM 1: COATINGS WITH NO REPORTABLE HAZARDOUS INGREDIENTS

SDS DATE: 06/08/2016

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## SECTION 10: STABILITY AND REACTIVITY

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REACTIVITY: REACTIVITY NOT KNOWN TO OCCUR UNDER NORMAL CONDITIONS.  
CHEMICAL STABILITY: STABLE UNDER NORMAL CONDITIONS.  
POSSIBILITY OF HAZARDOUS REACTIONS: POLYMERIZATION WILL NOT OCCUR.  
CONDITIONS TO AVOID: AVOID STORAGE OR USE AT TEMPERATURES BELOW 40° F.  
INCOMPATIBLE MATERIALS: AVOID WATER-REACTIVE MATERIALS, STRONG OXIDIZERS, ACIDS AND ALKALIS.  
HAZARDOUS DECOMPOSITION PRODUCTS: COMBUSTION CAN PRODUCE CARBON MONOXIDE AND/OR CARBON DIOXIDE.

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## SECTION 11: TOXICOLOGICAL INFORMATION

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LIKELY ROUTES OF EXPOSURE: INHALATION, INGESTION, SKIN AND EYE CONTACT  
SYMPTOMS OF OVEREXPOSURE: MAY CAUSE MILD IRRITATION TO EYES AND SKIN, GASTROINTESTINAL AND RESPIRATORY TRACTS. SLIGHT DIZZINESS, NAUSEA AND HEADACHE POSSIBLE IN EXPOSED PERSONS WITH UNUSUAL ALLERGIC SENSITIVITY.  
DELAYED OR CHRONIC EFFECTS: AVAILABLE INFORMATION PROVIDES NO EVIDENCE OF DELAYED OR CHRONIC HEALTH EFFECTS ASSOCIATED WITH EXPOSURE.  
NUMERICAL MEASURES OF TOXICITY: (NO INFORMATION AVAILABLE)  
CARCINOGENICITY: NTP? NO. IARC? NO. OSHA? NO. PROP 65? NO.

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## SECTION 12: ECOLOGICAL INFORMATION

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ECOLOGICAL INFORMATION: (NO INFORMATION AVAILABLE)

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## SECTION 13: DISPOSAL CONSIDERATIONS

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WASTE DISPOSAL METHOD: COLLECT SPILLED MATERIAL, USED ABSORBENT MATERIAL AND WIPES INTO A SUITABLE CONTAINER AND DISPOSE IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL REGULATIONS. DRY, EMPTY CONTAINERS MAY BE RECYCLED OR DISPOSED OF AS ORDINARY TRASH.  
RCRA HAZARD CLASS: NON-HAZARDOUS

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## SECTION 14: TRANSPORT INFORMATION

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THIS MATERIAL IS NOT SUBJECT TO DOT, IATA/ICAO, OR IMO/IMDG TRANSPORTATION REGULATIONS. ACCEPTABLE FOR AIR TRANSPORT AS NON-HAZARDOUS GOODS.

UN NUMBER: (NOT APPLICABLE) UN PROPER SHIPPING NAME: (NOT APPLICABLE)  
TRANSPORT HAZARD CLASS: (NOT APPLICABLE) PACKING GROUP: (NOT APPLICABLE)  
ENVIRONMENTAL HAZARDS: (NOT APPLICABLE) TRANSPORT IN BULK: (NOT APPLICABLE)  
SPECIAL PRECAUTIONS: FOLLOW RECOMMENDED PROCEDURES FOR SAFE HANDLING AND STORAGE.

# SAFETY DATA SHEET

FORM 1: COATINGS WITH NO REPORTABLE HAZARDOUS INGREDIENTS

SDS DATE: 06/08/2016

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## SECTION 15: REGULATORY INFORMATION

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### U.S. FEDERAL REGULATIONS:

TSCA:	ALL COMPONENTS ARE LISTED IN TSCA INVENTORY OR EXEMPT.
CERCLA:	NOT LISTED AS A HAZARDOUS SUBSTANCE.
SARA TITLE III:	NOT LISTED AS A HAZARDOUS SUBSTANCE.
311/312 HAZARD CATEGORIES:	(NOT APPLICABLE)
313 REPORTABLE INGREDIENTS:	(NOT APPLICABLE)
STATE REGULATIONS:	(NOT APPLICABLE)

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## SECTION 16: OTHER INFORMATION

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DATE OF PREPARATION:	JUNE 8, 2016
PREPARER INFORMATION:	DUNN-EDWARDS CORPORATION ENVIRONMENTAL AFFAIRS DEPARTMENT PHONE: (323) 826-2663

DISCLAIMER: THE INFORMATION CONVEYED ABOVE, ALTHOUGH OBTAINED FROM SOURCES WE CONSIDER RELIABLE, IS FURNISHED BY DUNN-EDWARDS CORPORATION WITHOUT ANY WARRANTY (WHETHER EXPRESS OR IMPLIED) AS TO ITS ACCURACY, ADEQUACY, OR APPLICABILITY TO ANY PARTICULAR NEEDS OR CIRCUMSTANCES.

-----  
Posting date : 07/21/2016  
Current date : 07/21/2016  
Header text :  
PO Number : 4701540031

Plant : 1065  
Description : Scottsdale - 065  
Stor. Loc. : 1000  
-----

Itm	Material	Batch	Acct.Assgt	SLoc/Stor. Bin
	Shrt.txt			Qty. Un
0001	SZRO20-0-L-5	BATCH01	1084/	1000
	SPARTAZERO Interior Velvet L Base			45.000 GAL

-----  
Mvt. type : 351 TF to stck in trans. Issued by : JCHAIDEZ  
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# MATERIAL SAFETY DATA SHEET

Complies with OSHA Hazard Communication Standard 29 CFR 1910.1200

Date of Prep: 08/30/06

## SECTION 1

SUNNYSIDE CORPORATION  
225 CARPENTER AVENUE  
WHEELING, ILLINOIS 60090  
EMERGENCY TELEPHONE

(847) 541-5700  
(800) 424-9300

FOR INFORMATION:

(847) 541-5700

- SUNNYSIDE CORPORATION  
- CHEM TREC

Product Class: Mixed Solvents  
Trade Name: SUNNYSIDE LACQUER THINNER

Manufacturer's Code:  
NPCA HMIS:

457  
Health: 2  
Flammability: 3  
Reactivity: 1

Product Appearance and Odor: Clear, colorless liquid; mild solvent odor.

## SECTION 2 - HAZARDOUS INGREDIENTS

### OCCUPATIONAL EXPOSURE LIMITS

INGREDIENT	CAS #	PERCENT	ACGIH TLV (TWA)	ACGIH TLV (STEL)	OSHA PEL (TWA)	OSHA PEL (STEL)	VAPOR PRESSURE
Acetone	67-64-1		500 PPM	750 PPM	750 PPM	1000 PPM	213 MM Hg @ 75° F.
Ethyl Acetate	141-78-6		400 PPM		400 PPM		86 MM Hg @ 20° C.
Methanol	67-56-1		200 (SKIN)	250 PPM	200 PPM (SKIN)	250 PPM	96.0 MM Hg @ 68° F.
Light Aliphatic Solvent Naphtha	64742-89-8		300 PPM (For VM&P Naphtha - CAS # 8032-32-4)		300 PPM	400 PPM	Approx. 60 MM Hg @ 25° C.
Toluene	108-88-3		50 PPM *(SKIN, A4)		100 PPM	150 PPM	Approx. 54 MM Hg @ 25° C.
2-Butoxyethanol	111-76-2		20 PPM (SKIN)		20 PPM (SKIN)		0.6 MM Hg @ 20° C.

\*Not classifiable as a Human Carcinogen: Agents which cause concern that they could be carcinogenic for humans but which cannot be assessed conclusively because of a lack of data.

## SECTION 3 - EMERGENCY AND FIRST AID PROCEDURES

Eye Contact:	Move victim away from exposure and into fresh air. Flush eyes with plenty of water for at least 15 minutes while holding eyelids open. In case of irritation from airborne exposure, move to fresh air. Get prompt medical attention.
Skin Contact:	Remove contaminated shoes and clothing. Flush skin with water. Follow by washing with soap and water. If irritation or redness develops, get medical attention. Do not reuse clothing until cleaned.
Inhalation:	Using proper respiratory protection, immediately remove the affected victim from source of exposure and into fresh air. If respiratory symptoms or other symptoms persist seek immediate medical attention. If victim is not breathing, immediately begin artificial respiration. If breathing difficulties develop, oxygen should be administered by qualified personnel. Seek immediate medical attention.
Ingestion:	Do not induce vomiting. Call a physician, hospital emergency room or Poison Control Center immediately. Transport to medical attention immediately. Prompt action is essential.
Emergency Medical Treatment Procedures:	This product contains methanol which can cause intoxication and central nervous system depression. Methanol is metabolized to formic acid and formaldehyde. These metabolites can cause metabolic acidosis, visual disturbances and blindness. Since metabolism is required for these toxic symptoms, their onset may be delayed from 6 to 30 hours following ingestion. Ethanol competes for the same metabolic pathway and has been used to prevent methanol metabolism. Ethanol administration is indicated in symptomatic patients or at blood methanol concentrations above 20 ug/dl. Methanol is effectively removed by hemodialysis. Preexisting disorders of the following organs (or organ systems) may be aggravated by exposure to this material: skin, lung (for example, asthma-like conditions), liver kidney, central nervous system, pancreas, heart. Exposure to this material may aggravate any preexisting condition sensitive to a decrease in available oxygen, such as chronic lung disease, coronary artery disease or anemias.

## SECTION 4 -- PHYSICAL DATA

The following data represent approximate or typical values. They do not constitute product specifications.

Boiling Range:	133-336° F.	Vapor Density:	Heavier than air
Evaporation Rate:	Slower than ether	% Volatile By Volume:	100%
Weight Per Gallon:	6.564 lbs.		
Solubility in Water:	Moderate		
VOC:	3.918 lbs./gal.		

## SECTION 5 -- FIRE AND EXPLOSION DATA

Flammability Classification:	Flammable liquid - Class IB.
Flash Point:	0° F. (Tag, Closed Cup)
Autoignition Temperature:	460° (F) minimum (approximate)
Lower Explosive Limit:	2.6% @ 77°F
Extinguishing Media:	Either allow fire to burn under controlled conditions or extinguish with alcohol type foam and dry chemical. Try to cover liquid spills with foam.
Unusual Fire and Explosion Hazards:	Extremely flammable. Vapors may cause a flash fire or ignite explosively. Vapors may travel considerable distance to a source of ignition and flash back. Prevent buildup of vapors or gases to explosive concentrations.
Special Fire Fighting Procedures:	Use water spray to cool fire exposed surfaces and to protect personnel. Shut off "fuel" to fire. If a leak or spill has not ignited, use water spray to disperse the vapors.

## SECTION 6 -- HEALTH HAZARD DATA

THRESHOLD LIMIT VALUE: EFFECTS OF OVEREXPOSURE:	See Section 2.
Eye Contact:	Severely irritating. If not removed promptly, will injure eye tissue, which may result in permanent damage.
Skin Contact:	Skin irritant. Prolonged or repeated skin contact can cause dermatitis, drying, cracking or irritation of the skin.
Inhalation:	Breathing high vapor concentrations may result in respiratory tract irritation, central nervous system depression, liver and kidney damage, may cause headaches and dizziness, drowsiness and unconsciousness. Brain cell damage may result from long-term vapor inhalation.
Ingestion:	Swallowing as little as one to four ounces of Methanol has been reported to cause death or serious irreversible injury such as blindness in humans. Studies in experimental animals indicate that the metabolism of Methanol to formic acid results in metabolic acidosis and reversible or irreversible damage to the optic nerve. Ingestion of this product, even in small amounts can cause blindness and death. Onset of symptoms may be delayed for 18-24 hours. Treatment prior to onset of obvious symptoms may be lifesaving. Methanol is rapidly absorbed and emesis should be initiated early to be effective, within 30 minutes of ingestion, if possible. Administer syrup of Ipecac. After the dose is given, encourage patient to take 6-8 ounces of clear, non carbonated fluid. Dose may be repeated once if emesis does not occur within 20-30 minutes. Administration of an aqueous slurry of activated charcoal with magnesium citrate or sorbitol as a cathartic has been reported helpful. Ethanol inhibits the formation of toxic metabolites. Ethanol therapy may prove beneficial. Maintain contact with a poison control center during all aspects of diagnosis and treatment.
Carcinogenicity:	There is inadequate data available to evaluate the risk of developing cancer from exposure to the Toluene present in this product. However, none of the solvents in this product are listed as carcinogens or potential carcinogens by the NTP, IARC, or OSHA.
Target Organs:	There is a potential hazard (from Toluene) to the central nervous system, kidney, liver and sense of hearing.
Developmental:	Potential hazard to the fetus.
Chronic Effects:	WARNING: Concentrated, prolonged or deliberate inhalation of this product may cause brain and nervous system damage. Prolonged and repeated exposure of pregnant animals to Toluene (levels greater than approximately 1500 ppm) has been reported to cause adverse fetal developmental effects.
Medical Conditions Aggravated by Exposure:	Conditions aggravated by exposure may include skin disorders, respiratory (asthma-like) conditions, kidney disorders and liver disorders.
Studies in experimental animals with 2-Butoxyethanol have produced damage to the red blood cell by inhalation; skin absorption and ingestion. Toxic liver effects in male rats were also observed.	



**SECTION 7 -- REACTIVITY DATA**

Stability:	Stable (2-Butoxyethanol and Isopropyl Alcohol, however, forms peroxides of unknown stability). Inhibitor not been added to mitigate peroxide hazard.
Conditions to Avoid:	Heat, sparks, and flame.
Incompatibility (Materials to Avoid):	Strong oxidizing agents like liquid chlorine or concentrated oxygen. Maybe corrosive to lead and aluminum.
Hazardous Decomposition Products:	Thermal decomposition may yield carbon dioxide and carbon monoxide.
Hazardous Polymerization:	Will not occur.

**SECTION 8 -- SPILL OR LEAK PROCEDURES**

Steps to be taken in case material is spilled or released: Remove ignition sources, evacuate area, avoid breathing vapors or contact with liquid. Use non-sparking tools and explosion proof equipment. Recover free liquid or stop leak if possible. Dike large spills and use absorbent material for small spills. Keep spilled material out of sewers, ditches and bodies of water. Warn occupants and shipping in surrounding and downwind areas of fire and explosion hazard and request all to stay clear.

Waste disposal method: Send to a licensed reclaimer or incinerator. Dispose of in accordance with local, state and federal regulations.

**SECTION 9 -- SAFE HANDLING AND USE INFORMATION**

Respiratory Protection:	Appropriate vapor canister, self-contained breathing apparatus or supplied-air hose mask, if needed.
Ventilation:	It is not recommended that this product be used in confined spaces or in a manner that will allow accumulation of high vapor concentrations. However, for controlled industrial uses when this product is used in confined spaces, heated above ambient temperatures or agitated, the use of explosion proof ventilation is necessary to maintain exposure levels below applicable exposure limits - see Section 2.
Protective Gloves:	Wear resistant gloves such as nitrile rubber.
Eye Protection:	Chemical safety goggles
Other Protective Equipment:	Impervious clothing or boots, if needed.

**SECTION 10 -- SPECIAL PRECAUTIONS**

Dept. of Labor Storage Category:	Flammable liquid - Class IB.
Hygienic Practices:	Keep away from heat, sparks and flame. Keep containers closed when not in use. Avoid eye contact. Avoid prolonged contact with skin. Wash skin with soap and water after contact.
Additional Precautions:	Ground containers when transferring liquid to prevent static accumulation and discharge. Additional information regarding safe handling of products with static accumulation potential can be ordered by contacting the American Petroleum Institute (API) for API Recommended Practice 2003, entitled "Protection Against Ignitions Arising Out of Static, Lighting, and Stray Currents" (American Petroleum Institute, 1720 L Street Northwest, Washington, DC 20005), or the National Fire Protection Association (NFPA) for NFPA 77 entitled "Static Electricity" (National Fire Protection Association, 1 Batterymarch Park, P.O. Box 9101, Quincy, MA 02269-9101).
Empty Container Warning:	"Empty" containers retain residue (liquid and/or vapor) and can be dangerous. Do not pressurize, cut, weld, braze, solder, drill, grind or expose such containers to heat, flame, sparks or other sources of ignition. They may explode and cause injury or death. Do not attempt to clean since residue is difficult to remove. "Empty" drums should be completely drained, properly bunged and promptly returned to supplier or disposed of in an environmentally safe manner and in accordance with governmental regulations.

**SECTION 11 -- ADDITIONAL INFORMATION**

This product contains the following toxic chemical(s) which are subject to the reporting requirements of Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 and 40 CFR Part 372:

TOXIC CHEMICAL	CAS #	APPROXIMATE % BY WEIGHT
Toluene	108-88-3	15.21%
Glycol Ethers (Ethylene Glycol Monobutyl Ether)	111-76-2	4.57%
Methanol	67-56-1	15.12%

SARA Title III Hazard Categories: Immediate (Acute) Health, Delayed  
(Chronic) Health, Fire.

Common Names: Lacquer reducer, solvent mixture

California Proposition 65: This product contains Toluene and may contain trace amounts of Benzene and Ethyl Benzene- which are known to the State of California to cause cancer, birth defects or other reproductive harm and may be subject to the requirements of California Proposition 65.

**TRANSPORTATION\* (U.S.D.O.T. land transportation in packages of 119 gallons or less)**

Proper Shipping Name: Paint related material  
Hazard Class: 3  
Packing Group: II  
Identification Number: UN 1263  
U.S.D.O.T. Hazardous Substances: Ethyl Acetate RQ 5000 lbs.  
Acetone RQ 5000 lbs.  
Methanol RQ 1000 lbs.  
Toluene RQ 1000 lbs.

\*Refer to 49 CFR for additional information.  
Exceptions or exemptions may exist for smaller quantities.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/20/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
Arthur J. Gallagher & Co. Insurance Brokers of CA,  
Inc. License #0726293  
505 N. Brand Boulevard, Suite 600  
Glendale CA 91203

**CONTACT NAME:** Global Risk Management Department  
**PHONE (A/C, No, Ext):** 818-539-2300 **FAX (A/C, No):** 818-539-2301  
**E-MAIL ADDRESS:** GRM\_Certificates@ajg.com

**INSURED** DUNNCOR-02  
Dunn-Edwards Corporation  
4885 E. 52nd Place  
Los Angeles, CA 90058-5507

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Ironshore Specialty Insurance Co	25445
INSURER B : Safety National Casualty Corporatio	15105
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

**COVERAGES** CERTIFICATE NUMBER: 2110143743 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			000838805	12/1/2015	6/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CAS4047448	12/1/2015	12/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			000838905	12/1/2015	6/1/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	LDS4047450	12/1/2015	12/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Solicitation Number: IFB 16-47  
The City of Glendale and its departments, boards, commissions, officers, officials, agents and employees are deemed Additional Insured with respect to General Liability and Auto Liability, but only for the acts and/or omissions of the Insured. Please refer to the attached GL and AL Additional Insured endorsements for full scope of coverage. Waiver of Subrogation also issued in favor of Certificate Holder on all policies as permitted by law and in accordance with the terms of the policy. Please refer to attached Waiver of Subrogation. General Liability Insurance is primary & non Contributory.

**CERTIFICATE HOLDER** **CANCELLATION**

City of Glendale  
Materials Management  
5850 West Glendale Avenue, Suite 317  
Glendale AZ 85301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
*Jocelyn A. Lashinski*

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## SECTION II –WHO IS AN INSURED

1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your **executive officers** and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Any subsidiary, associated, affiliated, allied or limited liability company or corporation, including subsidiaries thereof, of which you have more than 50% ownership interest at the effective date of the **policy period** qualify as a Named Insured.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the **policy period**, whichever is earlier;
  - b. Coverage under this policy does not apply to **bodily injury, property damage or environmental damage** that occurred before you acquired or formed the organization;
  - c. Coverage under this policy does not apply to **personal and advertising injury** arising out of an offense committed before you acquired or formed the organization; and
  - d. Coverage under this policy does not apply to damages arising out of any **act, error or omission or professional incident** that took place before you acquired or formed the organization.
4. Each of the following is also an insured:
  - a. Your **volunteer workers** only while performing duties related to the conduct of your business, or your **employees**, other than either your **executive officers** (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these **employees or volunteer workers** are insureds for:
    - (1) **Bodily Injury** or personal and advertising injury:
      - (a) To you, to your partners or members (if you are a partnership or joint venture) or to your members (if you are a limited liability company);

(b) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) above; or

(c) Arising out of the providing or failure to provide professional health care services except incidental health care services provided by any physician, dentist, nurse, emergency medical technician or paramedic who is employed by you to provide such services and provided you are not engaged in the business of providing such services.

**(2) Property damage or environmental damage to property:**

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your **employees, volunteer workers**, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your employee), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only with respect to liability arising out of the maintenance or use of that property and until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.

e. Any person or organization with whom you agree to include as an Insured in a written contract, written agreement or permit, but only with respect to **bodily injury, property damage, environmental damage or personal and advertising injury** arising out of your operations, **your work**, equipment or premises leased or rented by you, or **your products** which are distributed or sold in the regular course of a vendor's business, however:

**(1) A vendor is not an Insured as respects bodily injury, property damage, environmental damage or personal and advertising injury:**

(a) For which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement except that which the vendor would have in the absence of the contract or agreement;

(b) Arising out of any express warranty unauthorized by you;

(c) Arising out of any physical or chemical change in the product made intentionally by the vendor;

(d) Arising out of repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from you, and then repackaged in the original container;

(e) Arising out of any failure to make inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Arising out of demonstration, installation servicing or repair operations, except such operations performed at the vendor's location in connection with the sale of the product; or

(g) Arising out of products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

(2) A manager or lessor of premises, a lessor of leased equipment, or a mortgagee, assignee, or receiver is not an insured as respects **bodily injury, property damage, environmental damage or personal and advertising injury**:

(a) Arising out of any **occurrence** that takes place after the equipment lease expires or you cease to be a tenant; or

(b) Arising out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor of premises, or mortgagee, assignee, or receiver.

f. Any person or organization that has at least a 50% controlling interest in you but only with respect to **bodily injury, property damage, environmental damage or personal and advertising injury** arising out of their financial control of you.

### **Primary Insurance**

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below. However, regardless of whether **b.** below applies, in the event that a written contract or agreement or permit requires this insurance to be primary for any person or organization with whom you agreed to insure and such person or organization is an insured under this policy, we will not seek contributions from any such other insurance issued to such person or organization

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### **Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. At our request, the insured will bring **suit** or transfer those rights to us and help us enforce them. However, if the insured has waived rights of recovery against any person or organization prior to a loss, we waive any right of recovery we may have under this policy against such person or organization.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

### **SCHEDULE**

<b>Name of Additional Insured Person(s) or Organization(s):</b>
Person(s) or Organization(s) as required by written contract.
Any individually scheduled Designated Additional Insured shall not be construed to override nor negate this blanket Designated Additional Insured.

### **CHANGE**

The below language is added to **Paragraph 1. Who Is An Insured** of **SECTION II – LIABILITY COVERAGE** within each of the above referenced Coverage Forms except GARAGE COVERAGE FORM, or is added to **Paragraph 3. Who Is An Insured** of **SECTION II – LIABILITY COVERAGE** within the GARAGE COVERAGE FORM.

The person(s) or organization(s) shown in the Schedule above with whom you have agreed in a written contract to provide insurance such as is afforded under this Coverage Form, is included as an Additional Insured subject to the below:

- (1) Insurance for such Additional Insured(s) scheduled above shall be afforded only to the extent that such Additional Insured is liable for "bodily injury" or "property damage" arising out of your operations and resulting from the ownership, maintenance or use of covered "autos" by you while the covered "autos" are on premises owned or leased by the above scheduled Additional Insured(s).
- (2) The insurance afforded under this Coverage Form to such Additional Insured(s) applies only:
  - (a) If the "accident" takes place subsequent to the execution and effective date of such written contract: and,
  - (b) While such written contract is in force, or until the end of the policy period, which ever occurs first.
- (3) **How Limits Apply to Additional Insured(s)**  
The most we will pay on behalf of the Additional Insured(s) scheduled above is the lesser of:
  - (a) The limits of insurance specified in the written contract or written agreement; or,
  - (b) The Limits of Insurance provided by the Coverage Form.

The amount we will pay on behalf of such Additional Insured(s) shall be a part of, and not in addition to, the Limits of Insurance shown in the Coverage Form Declarations and described in this section. Such amount will thus not increase the Limits of Insurance shown for the Coverage Form.

#### **(4) Exclusions**

- (a) This endorsement does not apply to liability of the Additional Insured which arises out of the ownership of transportation operating rights granted to the Additional Insured by public authority.
- (b) This endorsement does not apply to the liability of the owner or anyone else from whom you hire or borrow a covered auto.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**(5) Obligations at the Additional Insured's Own Cost**

No Additional Insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

The Additional Insured(s) scheduled above shall be subject to all other conditions set forth in the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12/01/2015      Policy No. CAS4047448      Endorsement No.  
Named Insured DUNN-EDWARDS CORPORATION      Premium \$ Included  
Insurance Company Safety National Casualty Corporation  
Countersigned By \_\_\_\_\_



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

**COMMERCIAL AUTOMOBILE COVERAGE PART**

**SCHEDULE**

**Name Of Person Or Organization:**

"Blanket" basis as required by written contract or written agreement when such written contract or written agreement is executed prior to an "accident", that results from the ownership, maintenance or use of a covered "auto".

Any individually scheduled waivers shall not be construed to override nor negate this blanket waiver.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**CHANGE**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto". This waiver applies only to the person or organization shown in the Schedule above.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12/01/2015

Policy No. CAS4047448

Endorsement No.

Named Insured DUNN-EDWARDS CORPORATION

Premium \$ Included

Insurance Company Safety National Casualty Corporation

Countersigned By \_\_\_\_\_

### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

#### SCHEDULE

WHERE A WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS IS REQUIRED BY WRITTEN CONTRACT, SUCH ADDITIONAL ENTITIES SHALL BE CONSIDERED AUTOMATICALLY SCHEDULED BY THE COMPANY.

INDIVIDUALLY SCHEDULED WAIVERS SHALL NOT BE CONSTRUED TO OVERRIDE NOR NEGATE THIS BLANKET WAIVER.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	12/01/2015	Policy No.	LDS4047450	Endorsement No.	
Insured	DUNN-EDWARDS CORPORATION	Premium \$	Included		
Insurance Company	Safety National Casualty Corporation				

Countersigned By \_\_\_\_\_

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS  
ENDORSEMENT—CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be  0  % of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

**Person or Organization**

**Job Description**

Where a waiver of our right to recover from others is required by written contract, such additional entities shall be considered automatically scheduled by the Company.

Individually scheduled waivers shall not be construed to override nor negate this blanket waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12/01/2015 Policy No. LDS4047450 Endorsement No.  
 Insured DUNN-EDWARDS CORPORATION Premium \$ Included  
 Insurance Company Safety National Casualty Corporation

Countersigned By \_\_\_\_\_

### TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

#### SCHEDULE

- 1.  Specific Waiver  
Name of person or organization
- Blanket Waiver  
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
- 2. Operations:
- 3. Premium: \$  
The premium charge for this endorsement shall be \_\_\_\_\_ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
- 4. Advance Premium:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	12/01/2015	Policy No.	LDS4047450	Endorsement No.
Insured	DUNN-EDWARDS CORPORATION	Premium \$	Included	
Insurance Company	Safety National Casualty Corporation			

Countersigned By \_\_\_\_\_

### UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

#### SCHEDULE

WHERE A WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS IS REQUIRED BY WRITTEN CONTRACT, SUCH ADDITIONAL ENTITIES SHALL BE CONSIDERED AUTOMATICALLY SCHEDULED BY THE COMPANY.

INDIVIDUALLY SCHEDULED WAIVERS SHALL NOT BE CONSTRUED TO OVERRIDE NOR NEGATE THIS BLANKET WAIVER.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	12/01/2015	Policy No.	LDS4047450	Endorsement No.
Insured	DUNN-EDWARDS CORPORATION	Premium \$	Included	
Insurance Company	Safety National Casualty Corporation			

Countersigned By \_\_\_\_\_



# BID TABULATION SHEET

FINANCE DEPARTMENT/MATERIALS MANAGEMENT

IFB TITLE: GRAFFITI PAINT AND OTHER PAINT SUPPLIES

IFB NO.: 16-47

DUE DATE: July 25, 2016

CONTRACT ANALYST: Elmer Garcia

				CARL'S ACE HARDWARE OPTION 1		CARL'S ACE HARDWARE OPTION 2		DUNN EDWARDS CORPORATION		CONSTRUCTION TOOL & SUPPLY		GRAINGER		PAINTERS SUPPLY & DECORATING		PPG ARCHITECTURAL FINISHES INC.	
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY (A)	UNIT OF MEASURE 5-Gallon Container	UNIT PRICE (B)	EXTENDED PRICE (A X B)	UNIT PRICE (B)	EXTENDED PRICE (A X B)	UNIT PRICE (B)	EXTENDED PRICE (A X B)	UNIT PRICE (B)	EXTENDED PRICE (A X B)	UNIT PRICE (B)	EXTENDED PRICE (A X B)	UNIT PRICE (B)	EXTENDED PRICE (A X B)	UNIT PRICE (B)	EXTENDED PRICE (A X B)
5.1	Latex Paint, Flat, white and tints. PPG brand or equivalent.	120	Can	\$110.63	\$13,275.60	\$97.87	\$11,744.40	\$69.40	\$8,328.00	No Bid	No Bid	\$149.00	\$17,880.00	\$83.85	\$10,062.00	\$69.45	\$8,334.00
5.2	Latex Paint, Semi-gloss, white or tints. PPG brand or equivalent	86	Can	\$122.48	\$10,533.28	\$109.08	\$9,380.88	\$74.40	\$6,398.40	No Bid	No Bid	\$169.24	\$14,554.64	\$88.59	\$7,618.74	\$181.15	\$15,578.90
5.3	Lacquer Thinner, utility grade. Klean-Strip brand or equivalent.	10	Can	\$11.48	\$114.80	\$11.48	\$114.80	\$51.75	\$517.50	\$49.98	\$499.80	\$69.11	\$691.10	\$55.38	\$553.80	\$69.34	\$693.40
<b>GRAND TOTAL AMOUNT (Items 5.1 through 5.3)</b>					<b>\$23,923.68</b>		<b>\$21,240.08</b>		<b>\$15,243.90</b>		<b>\$499.80</b>		<b>\$33,125.74</b>		<b>\$18,234.54</b>		<b>\$24,606.30</b>

\*

### Award Determination

**Award is recommended to: DUNN EDWARDS CORPORATION (Includes Price Sheet Items 5.1, 5.2, 5.3, 5.4 and 5.5)**

**DUNN EDWARDS CORPORATION is deemed to be the lowest responsible and responsive bidder whose bid conforms in material respects to the requirements and criteria set forth in the Invitation for Bids.**

NOTE: \* Incomplete price sheet. Deemed non-responsive.



## Legislation Description

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**File #:** 16-493, **Version:** 1

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**AWARD OF BID 16-49, AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH FORKLIFT EXCHANGE INC., TO PURCHASE INDUSTRIAL FORKLIFTS FOR THE MATERIALS RECOVERY FACILITY**

Staff Contact: Jack Friedline, Director, Public Works

**Purpose and Recommended Action**

This is a request for City Council to award Invitation for Bids (IFB) 16-49 and authorize the City Manager to enter into an agreement with Forklift Exchange Inc., for the purchase of two industrial forklifts in an amount not to exceed \$59,154 for the Materials Recovery Facility (MRF).

**Background**

The MRF provides recycling processing services to residential and commercial customers. The MRF uses and maintains a fleet of four industrial forklifts for daily operations. The two industrial forklifts to be replaced have been in service for over five years and have reached the end of their serviceable life. The two new industrial forklifts are necessary for the MRF to maintain operations and deliver a high level of service to customers.

**Analysis**

The city's Material Management Division issued IFB 16-49 in May of 2016 for Industrial Forklifts. Four bids were received and Forklift Exchange Inc. submitted the lowest responsible and responsive bid.

Public Works Department staff considered an alternative option to refurbishing the two industrial forklifts in lieu of replacement. Based on age and extensive wear on the engine, chassis and hydraulic components, rebuilding either forklifts is not an option.

**Previous Related Council Action**

On October 28, 2014, Council authorized entering into a Purchase Agreement with Naumann/Hobbs Material Handling Corporation II, Inc., Contract No. C-10020, for the purchase of two industrial forklifts, in an amount not to exceed \$61,600 for the City of Glendale MRF.

**Community Benefit/Public Involvement**

Approval of this request will allow a seamless transition of industrial forklifts without interruption to recycling customers.

**Budget and Financial Impacts**

Funding is available in the Fiscal Year 2016-17 Capital Improvement Plan budget. Expenditures with Forklift Exchange Inc., for the two forklifts are not to exceed \$59,154 for the entire term of the Agreement.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$59,154</b>	<b>2440-78509-551400, CIP Landfill-MRF Forklifts</b>

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?



Vendor Name: FORKLIFT Exchange Inc.



## CITY OF GLENDALE MATERIALS MANAGEMENT INVITATION FOR BIDS

**SOLICITATION NUMBER:** IFB 16-49  
**DESCRIPTION:** INDUSTRIAL FORKLIFTS  
**OFFER DUE DATE AND TIME:** May 26, 2016 AT 2:00 P.M. LOCAL TIME

Offers for the materials or services specified shall be received by the City of Glendale, Materials Management at the specified due date, time and location. Offers received by the correct time and date will be opened 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

Offers must be in the actual possession of Materials Management on or prior to the time and date, and at the location indicated above. Materials Management is located on the 3<sup>rd</sup> floor of the Glendale Municipal Office Complex (City Hall) behind the Engineering Department. Offers are accepted from the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise indicated for a holiday. All offers will be time stamped at the Engineering Department's front counter. Late offers will not be considered.

Offers must be submitted in a sealed envelope with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope. See Paragraph 2.0 for additional instructions for preparing an offer.

**OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.**

For questions regarding this solicitation contact:

**Elmer Garcia, CPPB**

**Contract Analyst**

**623-930-2866**

**Egarcia1@glendaleaz.com**




**Solicitation Number: IFB 16-49**  
**INDUSTRIAL FORKLIFTS**

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

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 <p>GLEND<del>A</del>LE</p>	<p><b>Solicitation Number: IFB 16-49</b></p> <p><b>INDUSTRIAL FORKLIFTS</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>
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**1.0 SPECIFICATIONS**

**1.1 INTRODUCTION**

- 1.1.1 The City of Glendale, Arizona (“City”) intends to establish a term contract with qualified firm(s) to purchase industrial forklifts for the City’s Materials Recovery (Recycling) Facility.
- 1.1.2 The resulting agreement shall be for the purchase and delivery of the industrial forklifts as per specifications. Contractor’s pricing shall include, but not limited to, all equipment, delivery, labor, materials, supplies, licenses, fees, insurance, warranty, profit and any other associated direct or indirect costs (except sales tax).

**1.2 GENERAL SPECIFICATIONS**

- 1.2.1 The City of Glendale requests bids for an Industrial Forklift equipped with all factory standard equipment. The lifting capacity of the industrial forklift shall be between 6,000 to 6,500 lbs.
- 1.2.2 The specifications and item descriptions are intended to represent items known to meet the City’s needs. The format of the solicitation is as an Invitation for Bids. Opportunity to offer an approved alternative to the specifications is included in this document.
- 1.2.3 The City may purchase additional quantities, at any time within the contract period at the awarded contract price and terms and conditions of this solicitation.
- 1.2.4 Quantities listed in this solicitation are the City’s best estimate only and do not obligate the City to order more than the City’s actual requirements and subject to availability of appropriated funds.
- 1.2.5 The specifications for the industrial forklift is listed herein. Any use of brand names and/or model numbers in the specifications is not intended to restrict any Offeror or any seller or manufacturer, but is included solely for the purpose of indicating the type, size, and quality of materials or product considered best adapted for use by the City.



Solicitation Number: IFB 16-49  
**INDUSTRIAL FORKLIFTS**

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

**1.3 TECHNICAL SPECIFICATIONS**

**INDUSTRIAL FORKLIFT SPECIFICATIONS**

The Contractor shall check the Yes or No boxes for each Specification Item Number. If the Contractor checks the **No** box for any specification, the Contractor must provide an explanation or information in the OFFERED column. Detailed product brochures or technical literature of the alternate item may be submitted with the offer for the City's bid evaluation purposes. If additional sheets are needed, the Contractor must reference the specific Item No. in their response. Failure to comply with the following specifications may result in the rejection of offer.

ITEM NO.	SPECIFICATIONS	COMPLY	OFFERED
1.3.1	<b>ENGINE:</b> Largest 4-Cylinder engine available; "Approximately 60 hp"; Liquid Propane (LP) gas operated; open core radiator with straight fins and in-line tube design; 12-volt maintenance-free battery, 500 cold cranking amps.  Optional feature: Low oil sensor shut-off switch	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Manufacturer: <u>UNICARRIERS</u>  Equipment No.: <u>PF60LP</u>
1.3.2	<b>FUEL:</b> Liquid propane gas (LPG) with tank; with swing-down or swing-out-and-down LPG tank mounting or equivalent mounting mechanism.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
1.3.3	<b>TRANSMISSION:</b> Automatic, Single-speed, forward/reverse.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
1.3.4	<b>MAST:</b> Three stage lift; <b>Approximately 189"</b> maximum fork lift height; <b>Approximate dimensions are as follows:</b> 87" maximum overall height lowered; 65" free lift; 14.76 X 4" X 42" forks; 48" load back rest extension; 84" drivers overhead guard; 42" – 46" carriage width; 6 degree forward tilt; 11 degree backward tilt.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Manufacturer: <u>LIFTTECH</u>  Part No.: <u>3F475</u>



Solicitation Number: IFB 16-49

**INDUSTRIAL FORKLIFTS**

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

**INDUSTRIAL FORKLIFT  
 SPECIFICATIONS**

The Contractor shall check the Yes or No boxes for each Specification Item Number. If the Contractor checks the **No** box for any specification, the Contractor must provide an explanation or information in the OFFERED column. Detailed product brochures or technical literature of the alternate item may be submitted with the offer for the City's bid evaluation purposes. If additional sheets are needed, the Contractor must reference the specific Item No. in their response. Failure to comply with the following specifications may result in the rejection of offer.

ITEM NO.	SPECIFICATIONS	COMPLY	OFFERED
1.3.5	<b>BRAKES:</b> Self-adjusting with non-asbestos brake linings.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
1.3.6	<b>TIRES:</b> Solid pneumatic tires; approximately 8:15 x 15 (drive), 6.5 x 10 (steer).	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
1.3.7	<b>OPERATOR'S COMPARTMENT:</b> Shall have a minimum 40" clearance between the driver's seat and canopy rollover protection.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
1.3.8	<b>SEAT:</b> Shall be fully adjustable suspension seat with heavy-duty vinyl or approved equivalent material. Occupancy Engine Shutdown feature.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
1.3.9	<b>CONTROLS:</b> All controls shall be located within easy reach of the operator.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
1.3.10	<b>INSTRUMENTS:</b> Should include standard instruments such as: oil pressure gauge, fuel gauge, amp meter or volt meter, low fuel warning, temperature gauge and hour meter.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
1.3.11	<b>STEERING:</b> Hydraulic-assisted power steering.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
1.3.12	<b>LIGHTS:</b> Drive front (2 each), rear (1 each), and stop/tail/backup arrangement.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	



Solicitation Number: IFB 16-49


**INDUSTRIAL FORKLIFTS**

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

**INDUSTRIAL FORKLIFT  
SPECIFICATIONS**

The Contractor shall check the Yes or No boxes for each Specification Item Number. If the Contractor checks the **No** box for any specification, the Contractor must provide an explanation or information in the OFFERED column. Detailed product brochures or technical literature of the alternate item may be submitted with the offer for the City's bid evaluation purposes. If additional sheets are needed, the Contractor must reference the specific Item No. in their response. Failure to comply with the following specifications may result in the rejection of offer.

ITEM NO.	SPECIFICATIONS	COMPLY	OFFERED
1.3.13	<b>SAFETY:</b> Reverse alarm, seat belt, seat belt alarm, occupancy engine shutdown, low fuel warning, horn, canopy rollover protection (installed), overhead strobe light, and load backrest. NOTE: Reverse alarm is to be mounted by the overhead strobe light.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
1.3.14	<b>ACCESSORIES:</b> Should include perforated belly pan or equivalent feature.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
1.3.15	<b>ATTACHMENTS:</b> Hydraulic fork positioner, side shift, Cascade carriage assembly or approved equivalent.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
1.3.16	<b>WARRANTY:</b> One year, 2000 hours on entire unit.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	See Addendum
1.3.17	<b>SERVICE/REPAIR:</b> A local (Phoenix metro area) service provider for service and repair shall be available. Indicate the name, address and contact information of the service/repair provider.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	FORKLIFT EXCHANGE INC. 2240 W. BUCKEYE RD PHOENIX, AZ 85009 Bob Cannady
1.3.18	<b>PARTS INVENTORY:</b> Forklift parts for general repair and service should be available locally. If parts are not stocked locally, indicate location(s) and lead time(s) to receive parts.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	

	<b>Solicitation Number: IFB 16-49</b>  <b>INDUSTRIAL FORKLIFTS</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>
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**2.0 SPECIAL INSTRUCTIONS TO OFFERORS**

**2.1 RETURN OF OFFER** One (1) original copy of the proposal response and one (1) flash drive containing all original documents shall be submitted. The original copy of the proposal should be clearly labeled “Original” and shall be single-sided.

The Offeror shall complete all sections of the IFB in the format and spaces provided. If additional space is needed than what is given, enter “See attachment for detail.”

**2.2 PREPARATION OF OFFER PACKAGE** The following items shall be completed and returned. Failure to include these items may result in an offer being rejected. Offer packages shall be submitted in the following order:

- 2.2.1 OFFER SHEET (with 3 original signatures),** Section 4.0
- 2.2.2 PRICE SHEET,** Section 5.0
- 2.2.3 SOLICITATION ADDENDUM,** (if applicable).
- 2.2.4 SPECIFICATIONS**
- 2.2.5 REFERENCES (see ADDITIONAL SUBMISSION REQUIREMENTS)**


**2.3 ALTERNATE OFFERS/EXCEPTIONS**

Offers submitted as alternates must be submitted as an attachment referencing the specific paragraph numbers(s) and adequately defining the alternate submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the Alternate Offer.

Offerors are expected to conform to the IFB terms and conditions and requirements. Offerors may list their exceptions to the solicitation by referencing the specific section and paragraph, subsection number or other identifier. For each exception, Offerors should quote the statement(s) to which they are taking an exception for reference during bid evaluation. The City has no obligation to accept any exception. Exceptions to City statutory requirements shall not be considered. Exceptions considered material, excessive or affecting vital terms, conditions or specifications may reduce the Offeror’s prospect for award and/or render their offer non-responsive.


Offeror’s Standard Terms and Conditions submitted with their bid will **not be accepted** by the City in lieu of the City’s Terms and Conditions for contracts. Offerors submitting their own Standard Terms and Conditions with their bid will require negotiation.

If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.


	<b>Solicitation Number: IFB 16-49</b>  <b>INDUSTRIAL FORKLIFTS</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>
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- 2.4 **ADDITIONAL SUBMISSION REQUIREMENT** The Offeror shall provide three (3) references from companies for whom Offeror has provided similar products/services in the last five years. Include company name, address, contact person, phone number, email address, a description of the products/services provided.
- 2.5 **COMPLIANCE INFORMATION** The compliance information requested in Section 1.0, Specifications, is for evaluation of the materials or equipment to be supplied. Offerors must check the appropriate response. A "Yes" reply shall indicate the item will be supplied as specified. A "No" reply shall indicate the item will not be supplied as specified. A written explanation must be submitted referencing the specific paragraph number and adequately defining the exception submitted. Product brochures and literature suitable for evaluation must also be submitted. For evaluation, the City will assume that any line left blank and not completed will not be furnished as specified.
- 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 **EVALUATION LITERATURE** Offers submitted for products considered by the seller to be equal to or better than the brand names or manufacturer's catalog references specified herein, may 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. Offers submitted without this product information may be considered as non-responsive and rejected.
- 2.8 **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.
- 2.9 **EVALUATION CRITERIA** Invitation for Bids are awarded to the lowest responsible and responsive bidder whose bid conforms in material respects to the requirements and criteria set forth in the Invitation for Bids.
- 2.10 **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.
- 2.11 **ADDITIONAL INFORMATION** The City reserves the right to secure additional information from any Offeror as it deems necessary to establish the competence and financial stability of any Offeror submitting a bid.



	<b>Solicitation Number: IFB 16-49</b>  <b>INDUSTRIAL FORKLIFTS</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>
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- 2.12 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.
- 2.13 WITHDRAWAL OF BID** At any time prior to the specified solicitation due date and time, an Offeror may formally withdraw the bid by a written letter or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.
- 2.14 PROPRIETARY INFORMATION** Offerors shall clearly mark any proprietary information contained in its bid with the words “Proprietary Information.” Offeror shall not mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.
- Offerors acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of proprietary information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the proprietary information to any such person or authority, the City will provide Offeror with prompt written notice so that Offeror may seek a protective order or other appropriate remedy. The Offeror, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror in the event that the City must legally disclose the Proprietary Information.
- 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 offers received. If you have any questions, or would like further information about an intended award, contact the contract analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet.
- 2.16 CONFLICT OF INTEREST** The Offeror 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>GLENDALÉ</p>	<p><b>Solicitation Number: IFB 16-49</b></p> <p><b>INDUSTRIAL FORKLIFTS</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>
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**2.17 NO CONTACT, NO INFLUENCE DURING THE RFP OR IFB PROCESS** The City is conducting a competitive bidding process for the contract, free from improper influence or lobbying. There shall be no contact concerning this solicitation from Offerors submitting an offer with any member of the City Council, Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Offeror, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the bidding process.

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


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

**2.18 INQUIRIES** Any question related to the Invitation for Bid shall be directed to the Contract Officer whose name appears above. A Contractor shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Contractors are encouraged to submit written questions via electronic mail at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate IFB page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the IFB will be binding.

	<b>Solicitation Number: IFB 16-49</b>  <b>INDUSTRIAL FORKLIFTS</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>
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**3.0 SPECIAL TERMS AND CONDITIONS**

- 3.1 **INCORPORATION BY REFERENCE** All responses shall incorporate by reference the 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 **PRICE** All prices quoted shall be firm and fixed for the specified contract period. No fuel surcharges will be accepted by the City. The City shall not be invoiced at prices higher than those stated in this contract.
- 3.3 **PRICE ADJUSTMENTS** Price adjustments shall be addressed a minimum of sixty (60) days prior to the contract renewal date, shall be in writing and include supportive justification for the proposed increase. The rate increase shall only be considered at time of contract extension. The City will review the request and shall determine if the increase shall be granted or if an alternate option is in the best interest of the City. The price increase adjustment, if approved, will be effective and executed via a contract amendment.
- 3.4 **FOB POINT** Prices quoted shall be FOB destination to: The City of Glendale.
- 3.5 **TERM OF AGREEMENT** The initial term of the contract shall be two (2) years upon approval by the City Council.
- 3.6 **OPTION TO EXTEND** The City may, at its option and with the approval of the Contractor, extend the term of this agreement for 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 30 calendar days prior to the expiration of the original contract period. Price adjustments will only be reviewed during contract renewal.
- 3.7 **QUALITY** Contractor expressly warrants that all goods or services furnished under this contract shall be **new** and free from defects in material or workmanship.
- 3.8 **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 specifications, shall be fully corrected by the Contractor (including labor and materials) without additional cost to the City.

	<b>Solicitation Number: IFB 16-49</b>  <b>INDUSTRIAL FORKLIFTS</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>
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- 3.9 **REPAIR AND REPLACEMENT PARTS** Repair or replacement parts for the forklifts may NOT be accomplished by using any other than original or manufacturer approved replacement parts. All parts or equipment furnished must be equal or exceed that of the original equipment manufacturer(s) in material and warranty.
- 3.10 **ADDITIONS/DELETIONS OF PRODUCTS OR SERVICE** The City reserves the right to add additional products to this contract when deemed necessary by the City. If this occurs, the Contractor will be requested to submit a negotiable quotation for the additions. Upon approval and authorization by the Materials Manager such additions will be added to and become a part of the contract through properly executed forms.
- 3.11 **NON-EXCLUSIVE CONTRACT:** The resultant contract is non-exclusive and is for the sole convenience of the City. The City reserves the right to obtain similar goods and services from alternative sources if needed.
- 3.12 **INSURANCE** Contractor shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property that may arise from or in connection with the purchase and or use of the commodity.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City of Glendale in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the purchase and use of the commodities sold under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase such additional insurance as may be determined necessary.

**A.MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below.

**1.Commercial General Liability – Occurrence Form**

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

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$ 50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed (**Blanket Endorsements are not acceptable**) to include the following additional insured language: *“The City of Glendale, and its departments, boards, commissions, officers,*



Solicitation Number: IFB 16-49

**INDUSTRIAL FORKLIFTS**

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

*officials, agents, and employees” shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.”* Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

- b. Policy shall contain a waiver of subrogation endorsement (**Blanket Endorsements are not acceptable**) in favor of the “City of Glendale, and its departments, boards, commissions, officers, officials, agents, and employees” for losses arising from work performed by or on behalf of the Contractor.

**2. Business Automobile Liability**


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

- Combined Single Limit (CSL) \$1,000,000
  - a. The policy shall be endorsed (**Blanket Endorsements are not acceptable**) to include the following additional insured language: “*The City of Glendale, and its departments, boards, commissions, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor.*” Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
  - b. Policy shall contain a waiver of subrogation endorsement (**Blanket Endorsements are not acceptable**) in favor of the “City of Glendale, and its departments, boards, commissions, officers, officials, agents, and employees” for losses arising from work performed by or on behalf of the Contractor.
  - c. Policy shall contain a severability of interest provision.

**3. Worker's Compensation and Employers' Liability**

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

- a. Policy shall contain a waiver of subrogation endorsement (**Blanket Endorsements are not acceptable**) in favor of the “City of Glendale, and its departments, boards, commissions, officers, officials, agents,

	<p><b>Solicitation Number: IFB 16-49</b></p> <p><b>INDUSTRIAL FORKLIFTS</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>
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**and employees”** for losses arising from work performed by or on behalf of the Contractor.

- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

**B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed (**Blanket Endorsements are not acceptable**) to contain, the following provisions:

- 1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance and/or self-insurance carried by the City of Glendale shall be excess and not contributory insurance.
- 2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.


**C. NOTICE OF CANCELLATION:** With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the City of Glendale. Such notice shall be sent directly to **the Department**.

**D. ACCEPTABILITY OF INSURERS:** Contractors insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an “A.M. Best” rating of not less than A- VII. The City of Glendale in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**E. VERIFICATION OF COVERAGE:** Contractor shall furnish the City of Glendale with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements (**Blanket Endorsements are not acceptable**) are to be received and approved by the City of Glendale Department before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to City of Glendale, Materials Management Division, 5850 W. Glendale Ave., Ste 317, Glendale, AZ

 <p>GLENDALÉ</p>	<p align="center"><b>Solicitation Number: IFB 16-49</b></p> <p align="center"><b>INDUSTRIAL FORKLIFTS</b></p>	<p align="center"><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>
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85301. The City of Glendale project/contract number and project description are to be noted on the certificate of insurance. The City of Glendale reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the contracting agency in consultation with the Risk Management. Such action will not require a formal Contract amendment, but may be made by administrative action.

G. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance.


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

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

3.14 **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 products and services. Such fees shall be included in and are part of the total offer 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.

3.15 **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 its 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. Contractor further agrees to be fully responsible for any consequential damages suffered by the City as a result of specification or legal non-compliance.

3.16 **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

	<b>Solicitation Number: IFB 16-49</b>  <b>INDUSTRIAL FORKLIFTS</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>
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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.

- 3.17 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 successful contractor(s). 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. The billing is to include the emergency opening fee, if applicable.

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

If a Contractor believes that a specific section of its Proposal response is confidential, that should be withheld from the public record, Contractor shall isolate the pages and mark each page confidential in a specific and clearly labeled section of its Proposal response. The Contractor shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed. The City 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.





Solicitation Number: IFB 16-49

INDUSTRIAL FORKLIFTS

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

4.0

CONDITIONAL ACCEPTANCE
INVITATION FOR BID NO. IFB # 16-49
TITLE: INDUSTRIAL FORKLIFTS

- 1. Subject to City Council approval, this notification constitutes a conditional acceptance of your bid to provide the materials listed on the Price Sheet. 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 Jacob Romero, MRF Supervisor.
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 three (3) copies of this Acceptance form and return with this Bid. Failure to furnish signed copies of this document to the City of Glendale may 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: FORKLIFT EXCHANGE INC Contractor Signature: Bob Canary
Company Address: 2240 W. BULLHEAD RD Printed Name and Title: Bob Canary GM
Phoenix, AZ 85069 Telephone No. 602-454-9808
Company Federal I.D.: 36-3450799 Arizona Sales Tax No. 20043698-D
Email Address: BobC@FORKLIFTEXCHANGE.COM

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:

ATTEST:

Printed Name and Title:


Pamela Hanna, City Clerk (SEAL)

Kevin R. Phelps, City Manager

APPROVED AS TO FORM:

Date:

Michael D. Bailey, City Attorney

	<b>Solicitation Number: IFB 16-49</b>  <b>INDUSTRIAL FORKLIFTS</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>
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**5.0**

**PRICE SHEET**

Contractor's pricing shall include but not limited to, all equipment, delivery, labor, materials, supplies, licenses, fees, insurance, warranty, profit and any other associated direct or indirect costs. Sales tax shall not be included in the Unit Price.

ITEM NO.	ESTIMATED QUANTITY (A)	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE (B)	EXTENDED PRICE (A X B)
5.1	2	EACH	Industrial Forklift as per specifications  Manufacturer: <u>UNICARRIERS</u>  Model: <u>PF60LP</u>	\$ <u>29,577.00</u>	\$ <u>59,154.00</u>
<b>Grand Total</b>					\$ <u>59,154.00</u>

**5.2 DELIVERY** Contractor shall deliver the Industrial Forklifts within 45 days upon receipt of purchase order.

\* LEAD TIME AVERAGE IS 14-16 WEEKS

Comply: Yes  No

**5.3 TAX AMOUNT** Do not include any use tax or federal tax in your quotation. 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 % \_\_\_\_\_

**5.4 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: FORKLIFT Exchange Inc,



# Forklift Exchange

2240 W. Buckeye Road  
Phoenix, AZ 85009

City of Glendale  
Materials Management  
5850 W. Glendale Ave.  
Suite 317  
Glendale, AZ 85301

Solicitation #: IFB 16-49

## Technical Specifications: Addendum

<u>Item No.</u>	<u>Specifications</u>	<u>Offered</u>
1.3.4	<b>Mast: Three Stage Lift</b> <b>189" max fork height</b> <b>87" max overall ht lowered</b> <b>65" free lift</b> <b>14.76" x 4" x 42" forks</b> <b>48" LBR</b> <b>84" Overhead Guard</b> <b>42" - 46" carriage width</b> <b>6 degree forward tilt</b> <b>11 degree backward tilt</b>	<b>187" max fork height</b> <b>90.9" lowered ht</b> <b>66" free lift</b> <b>2" x 5" x 42" forks</b> <b>48" LBR</b> <b>84.6" Overhead Guard</b> <b>40.2" carriage width</b> <b>6 degree forward tilt</b> <b>12 degree backward tilt</b>
1.3.6	<b>8:15 x15 drive tire</b> <b>6.5 x 10 steer tire</b>	<b>9 x 15 drive tire</b> <b>6.5 x 10 steer tire</b>
1.3.16	<b>1 yr/2000 hour warranty</b>	<b>2 yr/Unlimited hr warranty</b>



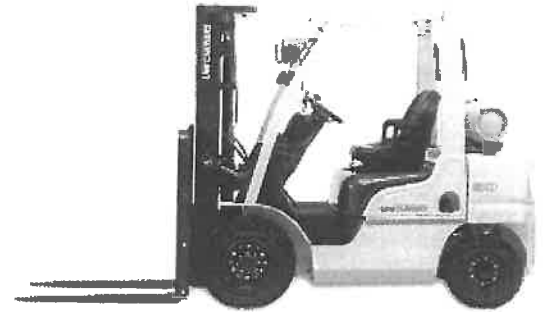
# FORKLIFT EXCHANGE, INC.

2240 West Buckeye Road  
Phoenix, AZ 85009  
P. 602.454.9808  
F. 602.454.8899  
www.forkliftexchange.com

Quote #: PeterHart-20160517-1044

May 17, 2016

City of Glendale-Materials Management  
Mr. Elmer Garcia  
5850 West Glendale Ave.  
Glendale, AZ 85301



**Plat II Pneu**

Dear Mr. Elmer Garcia,

Thank you for considering Forklift Exchange for your material handling equipment needs. We are pleased to offer the following for your review.

**Model** PF60LP  
UniCarriers Platinum II Series - Model PF60LP Pneumatic Tire Forklift. Powered by K25, EPA Tier II/CARB Certified, Low Emission, Electronic Fuel Injected Industrial Engine – 151.8 Cubic Inches, 62.9 hp @ 2,700 RPM.

**Class** Class - V

**Quantity** 2

**Base Capacity** 6,000

**Fuel** LP

**OPTIONS INCLUDED IN THIS PROPOSAL**

<u>Qty</u>	<u>Category</u>	<u>Factory No.</u>	<u>Description</u>
1	Masts	3F475	TRIPLEX - OHL-90.9" MFH-187" FL-66.0" Standard Tilt: 6/6, and Includes a 40.2" Wide, ITA Class III Carriage.
1	Forks	42009	42" Standard Type Forks 2" x 5", ITA Class III
1	Tires	TIR02	Solid Pneumatic Tires - All - Drive Tire Size - 28 x 9 - 15 Steer Tire Size - 6.50 x 10
1	Load Backrests	BAKH	48" Overall Height Load Backrest Included with Mast
1	Carriages	CRGH	Carriage - Standard Design



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1	Side Shifter	MATDJ	Sideshifting Fork Positioner - Hang-on 40.2" (1020mm) Carriage Width. Cascade 65K-FPS-B137. For 3F& 3V Masts Only. Requires CRGH & PIP2. N/A with QD1, QD2, or S/S0_.
1	Hydraulic Valve & Controls	VAL4	4-Spool Valve & Lever
1	Hydraulic Valve & Controls	LVRW	Separate Lift and Tilt (Dual Hydraulic Control Levers) Note: Available at No Charge
1	Hydraulic Hose Groups	PIP2(T)	Dual Internal Hosing for Standard Triplex Mast
1	Truck Control	GRDSPD	Maximum Travel Speed: Programmable via Meter Panel by Service Tech
1	Truck Control	PKBP	Parking Brake / Transmission Interlock with Parking Brake Warning Light and Buzzer
1	Truck Control	INHZ	Seatbelt Warning - Light and Buzzer
1	Lights & Mirrors	MLMHJ	Headlights Overhead Guard Mounted
1	Lights & Mirrors	MLMB3	LED Rear Drive Light - Reverse Activated
1	Lights & Mirrors	MLMR3	LED Turn, Stop & Backup Lights - Vertical Rear OHG Pillar Mounted
1	Lights & Mirrors	LMXD	Strobe Light - Amber
1	Operator Environment	SETQ	Full Suspension Vinyl Seat
1	Fuel	LPT33	33# LP Tank, Horizontal Mount
1	Fuel	LPGQ	Ergonomic Swing-Down LPG Bracket (Consult Factory for Special Requirements or Limitations)
1	Fuel	FTAB	LPMMax - Enhanced Low LP Fuel Warning
1	Fuel	LPGS	Stationary Fixed LPG Tank Bracket
1	Miscellaneous	BZBA	Back-Up Alarm
1	Environmental Modifications	DSTW	Debris Package includes: Screen Belly Cover and Vented Steer Tire Air Flow Inserts
1	Environmental Modifications	DSTX	Frame Brackets for Field Installation of Debris Package or Recycler Package Belly Pan and Wheel Well Covers
1	Freight		FOB Glendale, AZ 85301
1	LP Bracket	TMR(0026)	Swing down LPG mounting

## Specifications

### Ergonomic Factors

Operator Comfort System provides low noise and vibration levels, minimizing operator fatigue. Adjustable Tilt Steering Column with memory and a Full Suspension Seat with retractable seat belt, status alarm, and padded hip restraints, for maximum operator comfort.



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Hydraulics	Nissan Forklift offers the exclusive Single Lift/Tilt Lever for precise control (Separate Lift & Tilt available upon request, at no charge). A large Integrated (steel) Hydraulic Tank, with multiple filters, offers improved heat displacement. Nissan Forklift Hydraulic Load Sensing Valve System provides maximum lifting and lowering speeds for faster operation cycle times.
Nissan Forklift Engine	The Nissan Forklift K25 Industrial Engine performs well below the stringent EPA Tier II emission standards. The ECCS (Electronic Concentrated Control System), supported by the VCM (Vehicle Control Module) and ECM (Engine Control Module), provides the perfect balance of Low Emissions, High Performance and Excellent Fuel Efficiency. The Engine/Transmission Protection and Warning System utilizes warning lights and a two-stage RPM reduction to provide extended engine and drive-train life.
Platinum Features	Multi-Function LCD Display features Hour Meter, Clock & Calendar, On-Board Diagnostics & Service Reminder, Operator PIN Access, Speedometer & F/N/R Transmission Indicator, Warning Lights & Engine Coolant Temperature Gauge, and Low Fuel Warning Light. Automatic Transmission with single speed forward & reverse. Heavy Duty Drive Axle with superb braking and extra large brake drums, incorporating self-adjusting shoes. Tight Minimum Turning Radius offers maneuverability by design. Five-Piece Overhead Guard design offers protection and component replaceability. LED Headlights and Back-Up Alarm are included. U.L. Approved.
Quality/Performance	The Platinum II Series is a reflection of Nissan Forklift continuing commitment to designing and delivering products of the highest value that incorporate the most advanced technology available in the industry. Backed by years of experience and expertise, Nissan Forklift offers the Perfect Balance of an Ultra-Low Emission Engine packaged into a High Performance Forklift. The models are assembled and supported by an ISO 9001-2000 Certified Company
Specifications	Basic Capacity: 6000 lbs @ 24" Overall Length to Face of Forks: 105.7" Overall Width (standard Tires): 49.2" Overhead Guard Height: 84.6" Turning Radius (minimum outside): 90.6" Travel Speed Forward/Reverse: 12.1 / 12.1 mph Lift Speed - Full Load/No Load: 104.3 / 114.1 fpm Gradeability Maximum - Full Load/No Load: 28 / 24 tan % Drive Tires - Pneumatic: 28 x 9 - 15 - 12PR Steer Tires - Pneumatic: 6.50 x 10 10PR
Tires	Standard, Pneumatic Type - Drive Size - 28 x 9 - 15 - 12PR / Steer Size - 6.50 x 10 - 10PR
Warranty	<b>BEST IN CLASS BASE WARRANTY PROTECTION!</b> The entire forklift (excluding normal wear items) is covered for 24 Months, unlimited hours and the powertrain is covered for 24 Months, unlimited hours. (See warranty certificate dated 11/2014 for details and exclusions.)

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## **Standard Features**

GCT Electronic Fuel Injected Engine - Gas/LP  
3-Way Catalytic Converter - Gas/LP  
Electronic Engine Control System - Gas/LP  
U.L. Approved



# FORKLIFT EXCHANGE, INC.

2240 West Buckeye Road  
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Two-Stage - Engine and Transmission Protection System - Gas/LP  
Cushioned Stability Control  
Seat Actuated Operator Presence System  
Auto-Mast Lock & Return-to-Neutral  
Seat Belt Warning System  
Horn and Backup Alarm  
Parking Brake With Warning Buzzer  
5-Piece Reinforced Overhead Guard  
LED Headlights - OHG Mounted  
Multi Function LCD Display  
Hour Meter, Clock, and Calendar  
On-board Diagnostics and Programmable Service Reminder  
Operator Security PIN Access  
Speedometer and F/N/R Transmission Indicator  
Warning Lights and Engine Coolant Temperature Gauge  
Air Cleaner and Low Coolant Level Warning  
Low Fuel Warning Light (LP)  
Full Suspension Seat with Operator Restraint and Adjustable Lumbar Support  
Infinitely Adjustable Tilt Steering Wheel  
Hydrostatic Power Steering  
Automatic Transmission  
Drawbar Pin  
3-Spool Hydraulic Valve

	<u>Price</u>
Model cost (pre Tax)	\$29,577.00
<hr/>	
<b>Total Per Unit</b>	<b>\$29,577.00</b>
<b>Quantity Selected: 2</b>	<b>\$59,154.00</b>
<hr/>	
* Trade In	\$0.00
<hr/>	
<b>Grand Total</b>	<b>\$59,154.00</b>
* All prices reflect equally distributed credit(s) for trade in(s)	

**Estimated Delivery  
Quoted Price Expires**

Thursday, June 16, 2016



# FORKLIFT EXCHANGE, INC.

2240 West Buckeye Road  
Phoenix, AZ 85009  
P. 602.454.9808  
F. 602.454.8899  
[www.forkliftexchange.com](http://www.forkliftexchange.com)

## Executive Summary

<u>Qty</u>	<u>Manufacturer/Model</u>
2	PF60LP

<u>Price</u>
\$59,154.00

**Grand Total**

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**\$59,154.00**

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Note: This is based on a USD Currency Conversion rate of: 1.00000





# FORKLIFT EXCHANGE, INC.

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## Terms For Acceptance Of Proposal And Attachments

### Accepted Contract Of Sale

The proposal in this quote is property of Forklift Exchange and is confidential and proprietary. Unauthorized disclosure could be harmful to Forklift Exchange and by acceptance, prospective buyer agrees not to publish, copy or reproduce the contents without the express written consent of Forklift Exchange. City of Glendale-Materials Management will not use such information for any other purpose than for the consideration of a Forklift Exchange supplied system and will return any or all information contained herein to Forklift Exchange upon request

Submitted By: \_\_\_\_\_  
Peter Hart

Date: \_\_\_\_\_

Accepted By: \_\_\_\_\_  
Mr. Elmer Garcia

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Customer PO Number: \_\_\_\_\_



## **Forklift Exchange**

2240 W. Buckeye Road  
Phoenix, AZ 85009

**City of Glendale  
Materials Management  
5850 W. Glendale Ave.  
Suite 317  
Glendale, AZ 85301**

**Solicitation #: IFB 16-49**

### **REFERENCES**

- |  |  |
|--|--|
| <b>1: Sunstate Equipment Co.<br/>5552 E. Washington St.<br/>Phoenix, AZ 85034<br/>Trevor Richman<br/>602-683-0307<br/><a href="mailto:trevor.richman@sunstateequip.com">trevor.richman@sunstateequip.com</a></b> | <b>Description: 200 - PF50LP Forklifts<br/>Parts &amp; Service</b> |
| <b>2: Morton Salt<br/>13000 W. Glendale Ave.<br/>Glendale, AZ 85307<br/>Blaine Godfrey<br/>623-247-3000 xt 3107<br/><a href="mailto:bgodfrey@mortonsalt.com">bgodfrey@mortonsalt.com</a></b>                     | <b>Description: 10 - PF50LP Forklifts<br/>Parts &amp; Service</b>  |
| <b>3: Magellan Aerospace<br/>5401 W. Luke Ave.<br/>Glendale, AZ 85301<br/>Gary Reynolds<br/>623-939-9441 xt 3125<br/><a href="mailto:gary.reynolds@magellanaero.com">gary.reynolds@magellanaero.com</a></b>      | <b>Description: 6 - PF50LP Forklifts<br/>Parts &amp; Service</b>   |

# □ FORKLIFT □<sup>®</sup>



Engine Powered Forklifts

\*PF60LP



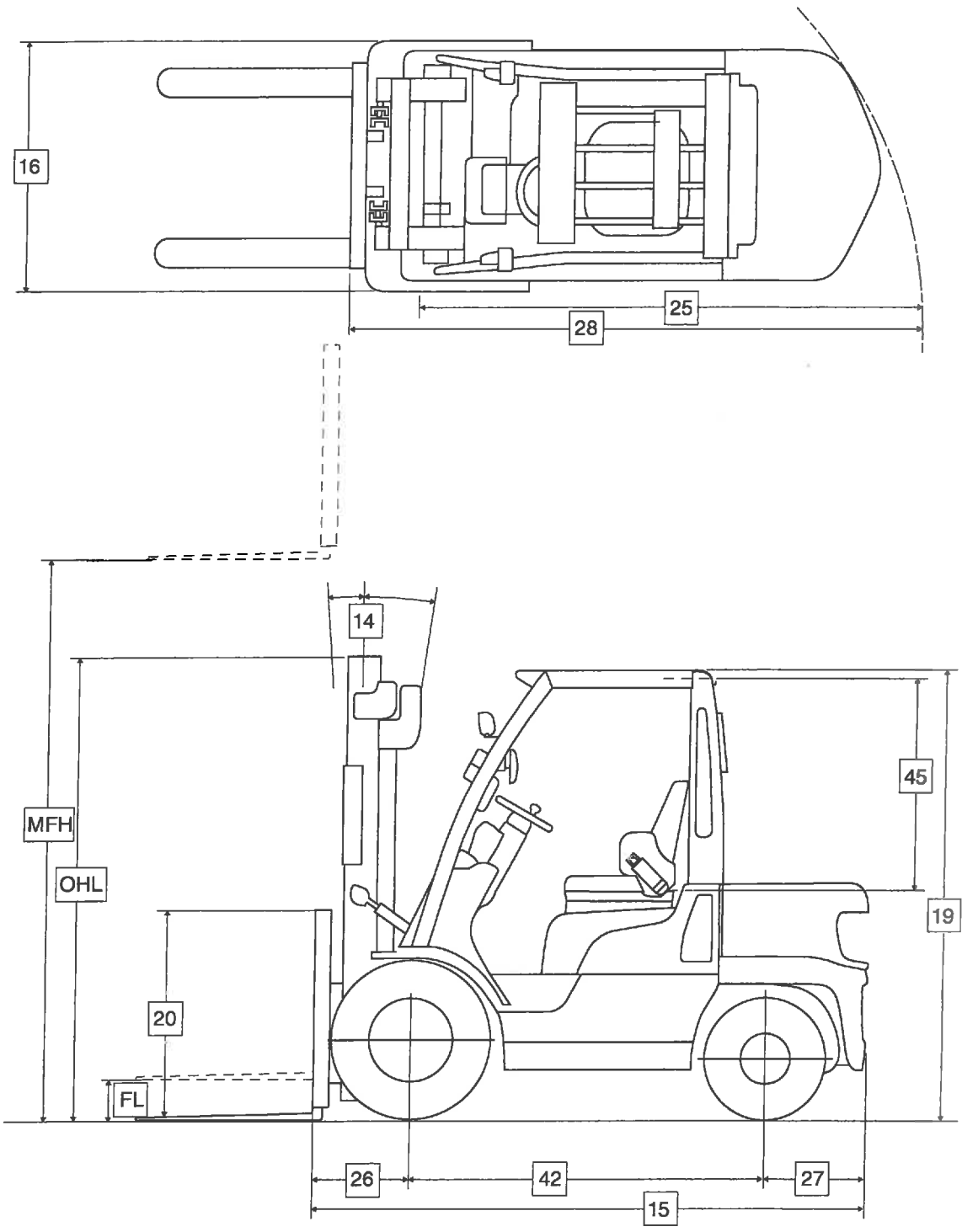
**MAIN TRUCK SPECIFICATIONS**

1	Manufacturer's Name				
2	Model	Model designation			
3		Long Model Code			
4	Rated Load Capacity		lb (kg)	4000 (1800)	4000 (1800)
5	Load Center	Distance	in (mm)	24 (600)	24 (600)
6	Power Type			G - LP - G/LP	G - LP - G/LP
7	Operator Orientation			Sit	Sit
8	Tire Type	Front & rear		Pneumatic	Pneumatic
9	Wheels	Number (x=driven) front/rear		2 x / 2	2 x / 2
10	Mast	Maximum fork height	in (mm)	130 (3300)	130 (3300)
11		Standard freelif	in (mm)	6.1 (155)	6.1 (155)
12	Forks	Thickness & width	in (mm)	1.5 x 4 (40x100)	1.5 x 4 (40x100)
13		Length	in (mm)	42 (1070)	42 (1070)
14	Tilt Angle	Standard mast - fwd/back	degree	6/12	6/12
15	Overall Dimensions	Length (to face of forks)	in (mm)	96.9 (2460)	96.9 (2460)
16		Width (single/dual tires)	in (mm)	45.3 (1150) / 64.6 (1640)	45.3 (1150) / 64.6 (1640)
17		Mast lowered (OHL)	in (mm)	84.4 (2145)	84.4 (2145)
18		Mast extended with LBR	in (mm)	179.3 (4555)	179.3 (4555)
19		Height - top of OHG	in (mm)	83.5 (2120)	83.5 (2120)
20		Height - top of standard LBR	in (mm)	48 (1220)	48 (1220)
21		Width - standard carriage	in (mm)	40.2 (1020)	40.2 (1020)
22	Grade Clearance	Ramp breakover angle	tan (%)	44	44
23		Departure angle	tan (%)	45	45
24		Approach angle	tan (%)	32	32
25	Turning Radius	Minimum outside	in (mm)	83.5 (2120)	83.5 (2120)
26	Overhang	Front	in (mm)	17.5 (445)	17.5 (445)
27		Rear	in (mm)	16.3 (415)	16.3 (415)
28	Min Right Angle Stack	Add load length & clearance	in (mm)	101 (2565)	101 (2565)
29	Speeds Maximum	Travel - forward or reverse	mph (kmh)	11.8 (19)	11.8 (19)
30		Lift - full/empty	fpm (mm/sec)	118.1/127.9(600/650)	129.9/137.8 (660/700)
31		Lowering - full/empty	fpm (mm/sec)	98.4 (500)	98.4 (500)
32	Drawbar Pull Max	Full load	lb (kg)	3880 (1760)	4189 (1900)
33		Empty	lb (kg)	3439 (1560)	3439 (1560)
34	Gradeability Max (1.2 mph)	Full/empty	tan (%)	31 / 28	39 / 28
35	Truck Weight	Standard truck - no load	lb (kg)	7145 (3240)	7145 (3240)
36	Weight Distribution	Front axle - empty	lb (kg)	3365 (1525)	3365 (1525)
37		Rear axle - empty	lb (kg)	3780 (1715)	3780 (1715)
38		Front axle - with rated load	lb (kg)	10015 (4709)	10015 (4709)
39		Rear axle - with rated load	lb (kg)	1130 (531)	1130 (531)
40	Tire Size	Front - single (or dual) tire		7.00-12-12PR	7.00-12-12PR
41		Rear		6.00-9-10PR	6.00-9-10PR
42	Wheelbase		in (mm)	63 (1600)	63 (1600)
43	Tread - Center of Tire	Front / rear	in (mm)	37.8/38.4 (960/975)	37.8/38.4 (960/975)
44		Front dual tires	in (mm)	47.4 (1205)	47.4 (1205)
45	Headroom	SIP to bottom of OHG	in (mm)	42.5 (1080)	42.5 (1080)
46	Counterweight Height		in (mm)	42.1 (1070)	42.1 (1070)
47	Step Height		in (mm)	17.9 (455)	17.9 (455)
48	Ground Clearance	Under mast	in (mm)	4.5 (115)	4.5 (115)
49		Under power unit	in (mm)	5.3 (135)	5.3 (135)
50		Under frame (WB center)	in (mm)	6.1 (155)	6.1 (155)
51	Service Brake	Type		Drum and Shoe	Drum and Shoe
52	Parking Brake	Type		Hand	Hand
53	Steering	Type		Full Hydraulic	Full Hydraulic
54	Engine	Model		K21	K25
55	Rated Output	SAE gross	hp (kW) @ rpm	55 (41) @ 2700	62.9 (46.9) @ 2700
56	Rated Torque	SAE gross	ft-lb (Nm) @ rpm	111.4 (151) @ 2000	138.7 (188) @ 1600
57	Displacement		cu in (cm <sup>3</sup> )	126 (2065)	151.8 (2488)
58	Transmission	Type		Automatic	Automatic
59		Number speeds - fwd/rev		1/1	1/1

**MAIN TRUCK SPECIFICATIONS**

1					
2					
3					
4	5000 (2250)	5000 (2250)	5500 (2500)	6000 (2700)	7000 (3150)
5	24 (600)	24 (600)	24 (600)	24 (600)	24 (600)
6	G - LP - G/LP	G - LP - G/LP	G - LP - G/LP	G - LP - G/LP	G - LP - G/LP
7	Sit	Sit	Sit	Sit	Sit
8	Pneumatic	Pneumatic	Pneumatic	Pneumatic	Pneumatic
9	2 x / 2	2 x / 2	2 x / 2	2 x / 2	2 x / 2
10	130 (3300)	130 (3300)	130 (3300)	130 (3300)	130 (3300)
11	6.1 (155)	6.1 (155)	6.1 (155)	6.5 (165)	6.5 (165)
12	1.5 x 4 (40x100)	1.5 x 4 (40 x 100)	1.5 x 4 (40 x 100)	1.5 x 4 (40 x 100) <b>42"</b>	2 x 5 (50 x 125)
13	42 (1070)	42 (1070)	42 (1070)	42 (1070)	42 (1070)
14	6/12	6/12	6/12	<b>TILT</b>	6/12
15	99 (2515)	99 (2515)	102.8 (2610)	105.5 (2680)	108.5 (2755)
16	45.3 (1150) / 64.6 (1640)	45.3 (1150) / 64.6 (1640)	49.2 (1250) / 65.6 (1665)	49.2 (1250) / 65.6 (1665)	50.4 (1280) / 67.7 (1720)
17	84.4 (2145)	84.4 (2145)	85.6 (2175)	85.6 (2175)	91.1 (2315)
18	179.3 (4555)	179.3 (4555)	179.3 (4555)	179.4 (4560)	179.4 (4560)
19	83.5 (2120)	83.5 (2120)	84.6 (2150)	84.6 (2150) <b>OHG</b>	84.8 (2155)
20	48 (1220)	48 (1220)	48 (1220)	48 (1220)	48 (1220)
21	40.2 (1020)	40.2 (1020)	40.2 (1020)	40.2 (1020)	40.2 (1020)
22	44	44	52	49	51
23	37	37	42	43	39
24	32	32	41	41	51
25	85.8 (2180)	85.8 (2180)	88.2 (2240)	90.6 (2300)	94.1 (2390)
26	17.5 (445)	17.5 (445)	18.5 (470)	18.9 (480)	19.3 (490)
27	18.5 (470)	18.5 (470)	20.5 (520)	19.7 (500)	22.2 (565)
28	103.3 (2625)	103.3 (2625)	106.7 (2710)	109.5 (2780)	113.4 (2880)
29	11.8 (19)	11.8 (19)	11.8 (19)	11.8 (19)	11.5 (18.5)
30	118.1/127.9 (600/650)	129.9/137.8 (660/700)	104.3/114.1 (530/580)	104.3/114.1 (530/580)	88.6/92.5 (450/470)
31	98.4 (500)	98.4 (500)	98.4 (500)	98.4 (500)	82.7/70.8 (420/360)
32	3880 (1760)	4189 (1900)	4189 (1900)	4189 (1900)	4034 (1830)
33	3439 (1560)	3439 (1560)	4057 (1840)	4167 (1890)	3968 (1800)
34	27 / 24	33 / 24	30 / 25	28 / 24	23 / 22
35	7925 (3595)	7925 (3595)	8825 (4000)	9265 (4200)	10120 (4590)
36	3200 (1450)	3200 (1450)	3395 (1540)	3825 (1735)	3760 (1705)
37	4725 (2145)	4725 (2145)	5430 (2460)	5440 (2465)	6360 (2885)
38	11515 (5430)	11515 (5430)	12590 (5935)	13700 (6460)	16215 (7240)
39	1410 (665)	1410 (665)	1735 (815)	1565 (740)	1905 (850)
40	7.00-12-12PR	7.00-12-12PR	28 x 9-15-12PR	<del>28 x 9-15-12PR</del>	250-15-16PR
41	6.00-9-10PR	6.00-9-10PR	6.50-10-10PR	6.50-10-10PR	6.50-10-12PR
42	63 (1600)	63 (1600)	63.8 (1620)	66.9 (1700)	66.9 (1700)
43	37.8/38.4 (960/975)	37.8/38.4 (960/975)	40.6/38.6 (1030/980)	40.6/38.6 (1030/980)	41.7/38.6 (1060/980)
44	47.4 (1205)	47.4 (1205)	47.6 (1210)	47.6 (1210)	48.4 (1230)
45	42.5 (1080)	42.5 (1080)	42.5 (1080)	42.5 (1080)	42.5 (1080)
46	42.1 (1070)	42.1 (1070)	43.3 (1100)	43.3 (1100)	43.5 (1105)
47	17.9 (455)	17.9 (455)	19.1 (485)	19.1 (485)	19.3 (490)
48	4.5 (115)	4.5 (115)	5.7 (145)	5.7 (145)	5.9 (150)
49	5.3 (135)	5.3 (135)	6.5 (165)	6.5 (165)	6.7 (170)
50	6.1 (155)	6.1 (155)	7.3 (185)	7.3 (185)	7.5 (190)
51	Drum and Shoe	Drum and Shoe	Drum and Shoe	Drum and Shoe	Drum and Shoe
52	Hand	Hand	Hand	Hand	Hand
53	Full Hydraulic	Full Hydraulic	Full Hydraulic	Full Hydraulic	Full Hydraulic
54	K21	K25	K25	K25	K25
55	55 (41) @ 2700	62.9 (46.9) @ 2700	62.9 (46.9) @ 2700	62.9 (46.9) @ 2700	62.9 (46.9) @ 2700
56	111.4 (151) @ 2000	138.7 (188) @ 1600	138.7 (188) @ 1600	138.7 (188) @ 1600	138.7 (188) @ 1600
57	126 (2065)	151.8 (2488)	151.8 (2488)	151.8 (2488)	151.8 (2488)
58	Automatic	Automatic	Automatic	Automatic	Automatic
59	1/1	1/1	1/1	1/1	1/1

DIMENSIONS



**MAST SPECIFICATIONS & RATED CAPACITIES**

2W270	106 (2700)	73.8 (1875)	6.5 (165)	6/12	6000 (2700)	6000 (2700)
2W300	118 (3000)	79.7 (2028)	6.5 (165)	6/12	6000 (2700)	6000 (2700)
2W330	130 (3300)	85.6 (2175)	6.5 (165)	6/12	6000 (2700)	6000 (2700)
2W350	138 (3500)	90.9 (2310)	6.5 (165)	6/12	6000 (2700)	6000 (2700)
2W370	146 (3700)	95.9 (2440)	6.5 (165)	6/12	6000 (2700)	6000 (2700)
2W400	157 (4000)	103.3 (2625)	6.5 (165)	6/6	6000 (2700)	6000 (2700)
2W450	177 (4500)	113.2 (2880)	6.5 (165)	6/6	5600 (2550)	5900 (2700)
2W500	197 (5000)	123.0 (3125)	6.5 (165)	6/6	5150 (2300)	5700 (2600)
2F300	118 (3000)	79.7 (2025)	53.4 (1355)	6/12	6000 (2700)	6000 (2700)
2F330	130 (3300)	85.6 (2175)	59.3 (1505)	6/12	6000 (2700)	6000 (2700)
2F350	138 (3500)	90.9 (2310)	64.6 (1635)	6/12	6000 (2700)	6000 (2700)
2F370	146 (3700)	95.9 (2440)	70.0 (1775)	6/12	6000 (2700)	6000 (2700)
2F400	157 (4000)	103.3 (2625)	77.0 (1955)	6/6	5950 (2700)	6000 (2700)
3F385	152 (3850)	79.7 (2028)	54.8 (1390)	6/6	6000 (2700)	6000 (2700)
3F430	169 (4300)	85.6 (2175)	60.7 (1540)	6/6	5800 (2650)	5800 (2650)
3F470	185 (4700)	90.9 (2310)	66.0 (1675)	6/6	5500 (2500)	5550 (2500)
3F515	203 (5150)	95.9 (2440)	70.9 (1800)	6/6	4700 (2150)	5450 (2450)
3F550	217 (5500)	103.3 (2625)	78.4 (1990)	6/6	3700 (1700)	5300 (2400)
3F600	236 (6000)	113.2 (2880)	88.2 (2240)	6/6	2650 (1200)	5100 (2300)
3F650	256 (6500)	123.0 (3125)	98.1 (2490)	6/6	1500 (700)	4550 (2050)
3F700	276 (7000)	132.9 (3380)	107.9 (2740)	6/6	1000 (450)	3000 (1350)
3V385	152 (3850)	79.7 (2028)	54.8 (1390)	6/6	5950 (2700)	5950 (2700)
3V430	169 (4300)	85.6 (2175)	60.7 (1540)	6/6	5750 (2650)	5750 (2600)
3V470	185 (4700)	90.9 (2310)	66.0 (1675)	6/6	5500 (2500)	5550 (2500)
3V505	199 (5050)	95.9 (2440)	70.9 (1800)	6/6	4700 (2150)	5450 (2450)
3V555	219 (5550)	103.3 (2625)	78.4 (1990)	6/6	3700 (1700)	5300 (2400)
3V600	236 (6000)	113.2 (2880)	88.2 (2240)	6/6	2600 (1200)	5000 (2250)
3V650	256 (6500)	123.0 (3125)	98.1 (2490)	6/6	1400 (650)	4500 (2050)
3V700	276 (7000)	132.9 (3380)	107.9 (2740)	6/6	1000 (450)	3000 (1350)

1.3.4 →

\*Without LBR

2W300	118 (3000)	85.8 (2180)	6.5 (165)	6/12	7000 (3150)	7000 (3150)
2W330	130 (3300)	91.1 (2315)	6.5 (165)	6/12	7000 (3150)	7000 (3150)
2W350	138 (3500)	96.1 (2445)	6.5 (165)	6/12	7000 (3150)	7000 (3150)
2W370	146 (3700)	103.5 (2630)	6.5 (165)	6/12	7000 (3150)	7000 (3150)
2W400	157 (4000)	113.4 (2885)	6.5 (165)	6/6	6900 (3100)	7000 (3150)
2W450	177 (4500)	123.2 (3130)	6.5 (165)	6/6	6800 (3050)	6900 (3100)
2W500	197 (5000)	133.1 (3385)	6.5 (165)	6/6	6600 (2950)	6700 (3000)
2F300	118 (3000)	85.8 (2180)	57 (1445)	6/12	7000 (3150)	7000 (3150)
2F330	130 (3300)	91.1 (2315)	62 (1570)	6/12	7000 (3150)	7000 (3150)
2F350	138 (3500)	96.1 (2445)	67 (1700)	6/12	7000 (3150)	7000 (3150)
2F370	146 (3700)	103.5 (2630)	74 (1875)	6/12	7000 (3150)	7000 (3150)
2F400	157 (4000)	113.4 (2885)	84 (2130)	6/6	6900 (3100)	7000 (3150)
3F355	140 (3550)	74.2 (1885)	43.5 (1100)	6/6	7000 (3150)	7000 (3150)
3F400	157 (4000)	80.1 (2035)	49.4 (1250)	6/6	7000 (3150)	7000 (3150)
3F445	175 (4450)	86.0 (2185)	55.4 (1405)	6/6	6800 (3050)	6800 (3050)
3F485	191 (4850)	91.3 (2320)	60.7 (1540)	6/6	6600 (2950)	6600 (2950)
3F520	205 (5200)	96.3 (2450)	65.6 (1665)	6/6	6300 (2800)	6400 (2850)
3F570	224 (5700)	103.7 (2635)	73.1 (1855)	6/6	5300 (2400)	6000 (2700)
3F620	244 (6200)	113.6 (2890)	82.9 (2105)	6/6	3500 (1600)	4000 (1800)
3F670	264 (6700)	123.4 (3135)	92.8 (2355)	6/6	2500 (1150)	3000 (1350)
3V385	152 (3850)	80.1 (2035)	49.4 (1250)	6/6	7000 (3150)	7000 (3150)
3V430	169 (4300)	86.0 (2185)	55.4 (1405)	6/6	6900 (3100)	6900 (3100)
3V470	185 (4700)	91.3 (2320)	60.7 (1540)	6/6	6700 (3000)	6700 (3000)
3V505	199 (5050)	96.3 (2450)	65.6 (1665)	6/6	6500 (2900)	6500 (2900)
3V555	219 (5550)	103.7 (2635)	73.1 (1855)	6/6	6200 (2800)	6300 (2800)
3V600	236 (6000)	113.6 (2890)	82.9 (2105)	6/6	4400 (2000)	5000 (2250)
3V650	256 (6500)	123.4 (3135)	92.8 (2355)	6/6	3200 (1450)	4500 (2050)
3V700	276 (7000)	133.3 (3390)	102.6 (2605)	6/6	3000 (1350)	4000 (1800)

## STANDARD EQUIPMENT

3.10 Vehicle Control Module (VCM)  
 Operator security PIN access  
 Interactive LCD meter panel  
 - Hour meter, clock, calendar  
 - On-board diagnostics  
 - Programmable service reminders  
 - Warning lights (oil pressure, transmission fluid, low coolant)  
 - Speedometer & F/N/R transmission indicator  
 - LP/Max low fuel warning (LP/Dual Fuel)  
 - Fuel gauge  
 - Water temperature gauge

Seat-actuated auto-mast lock system  
 High visibility carriage  
 Three-spool control valve with pressure relief

1.3.8 →

Full suspension seat with weight & lumbar adjusters<sup>1</sup>

1.3.12 →

Overhead guard-mounted LED handgrips<sup>1</sup>

Adjustable tilt steering wheel with memory lever

1.3.13 → Operator Presence System  
 - Auto-mast lock  
 - Return-to-neutral  
 - Parking brake with warning buzzer  
 Horn  
 Back-up alarm  
 Cushioned stability control  
 Five-piece overhead guard

3.1 → K21 & K25 electronic fuel injected industrial engines  
 2.5 liter, 69.9 H.P.

Electronic engine control system

Three-way catalytic converter

3.2 → Swing-out LP bracket<sup>1</sup>

Maximum travel speed control

Parking brake with warning buzzer

Parking brake with transmission interlock

## OPTIONAL EQUIPMENT

SmoothShift System

Starter interlock (low LP)

Travel speed control (high/low speed selector)<sup>2</sup>

Controlled acceleration (power/economy selector)<sup>2</sup>

Radiator screen

Open core radiator

Air intake pre-cleaner

Diffusion exhaust muffler

3.2 → Swing-down LP bracket<sup>1</sup>

OptiView three-stage mast

Separate lift & tilt control levers (no charge)

Electronic fingertip hydraulic controls (seat-mounted)<sup>1</sup> 1.3.13

Automatic fork leveling<sup>1</sup>

Sideshifters (integral or hang-on)

Tilt cylinder boots & covers

Bottler's tilt

Rearview mirrors (glass or impact resistant)

1.3.12 → Rear LED combination light package (turn, stop, back up)

1.3.12 → Remote-actuated rear LED drive light<sup>1</sup>

Secure rear grip with horn button<sup>1</sup>

Seatbelt interlocks

UL safety rating<sup>1</sup>

Self-adjusting back-up alarm

Fire extinguisher

1.3.13 → Strobe lights

Rotating beacons

Steering wheel with spinner knob

<sup>1</sup> Available on select models. Contact your UniCarriers dealer for details.

<sup>2</sup> Features can be combined. Available with rocker or key switch. Select 'Economy setting always on' for greatest fuel savings.



The Platinum II Series offers a variety of operator conveniences for greater productivity including standard full suspension seat for enhanced shock absorption. Seat includes lumbar support adjustment, weight-adjustment plus operator restraint armrests. Non-cinching seat belt provides greater range of movement. Adjustable tilt steering column includes memory lever. Operator Presence System has Return-to-Neutral and Auto-Mast Lock (automatically locking mast lift and tilt when the operator leaves the seat). Audible and visual warnings notify operator if seat belt is not engaged while traveling, or if parking brake is not applied before exiting truck. Floating powertrain includes four independent dampers to reduce vibrations that can cause operator fatigue.

Compact front cowl offers generous leg and foot room. Low profile design provides ample head clearance. Optional secure assist grip is mounted to the rear, right pillar, keeping the operator's hand safely inside the compartment during reverse travel. Can be purchased with an optional swivel seat\* that pivots 15° to left and right. [Reduces headroom by 1" (25mm)]. Hydrostatic power steering system reduces operator effort for easier maneuvering and less fatigue. Automotive-style levers simplify repetitive actions for greater operator focus. Exclusive single hydraulic control lever design combines lift and tilt operations into one fluid motion for greater productivity. Separate control levers available at no charge. Optional auto-tilt leveling system assists operator during mast/fork positioning. Optional fingertip control levers with adjustable armrest\* provide enhanced comfort.

Welded metal assist grip combined with replaceable metal traction plate bolted to a wide, low entry step, provide secure footing and grip for this often-repeated task. Small steering wheel delivers control and provides operator with clear view of meter panel with visibility to warnings and indicators.

Control of maximum travel speed is adjustable through the meter panel by a trained service technician. Optional Power/Economy controlled acceleration mode adjusts throttle sensitivity to increase fuel efficiency, extend drivetrain life and reduce excessive tire wear. An optional LP tank holder swings out 90°, then pulls down to a manageable height, requiring less force for simplified change out.

Maintenance-free cushioned stability control with rubber dampers located between rear axle and body enhance lateral stability under normal driving conditions.

\*Available on select models.

Platinum II cushion tire models are powered by GOM K21 (2.1 l) and K25 electronically controlled fuel injected industrial engines which include a bottom-bypass design with thermostat to eliminate hot spots during start up and prolong engine life. Designed and tested specifically for industrial applications, K21 and K25 engines deliver power and torque (in the low rpm range) more efficiently. An engine protection and warning system is standard.

System includes three main components [Engine Control Module (ECM), Vehicle Control Module (VCM), and Multi-function LCD]. The ECM analyzes engine performance parameters and optimizes engine operation for enhanced productivity and lower fuel consumption. The ECM responds to sensor input by controlling basic engine-related functions (proper air/fuel ratio, torque and speed) based on application requirements. The VCM monitors sensors for changing conditions, alerting operator through warning indicators located on the meter panel. Communication among these components occurs through a Controller Area Network (CAN) system.

UCA's global commitment to preserving and protecting the environment is evident in our low emission engines. K21/K25 engines include a three-way catalytic muffler and an automotive-type, closed-loop design, providing cleaner exhaust emissions through lower CO (Carbon Monoxide) and combined HC+NOx (Greenhouse Gases) levels. Operators will experience low noise levels during idle and while driving at maximum travel speeds.

No tools are required to remove the one-piece diamond tread floorboard, promoting fast, simple access to hydraulic and other serviceable components. Detachable side panels and a wide-open hood provide a roomy area for service technicians. Unique five-piece overhead guard simplifies replacement of individual components if necessary, saving time and money. An opening in the dash panel allows for fast brake fluid level checks. Multi-function LCD panel with on-board diagnostics reduces service time. Programmable service reminder settings keep periodic/planned maintenance on schedule.



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# UNICARRIERS®

## □ FORKLIFT □

Platinum II® Series



### Engine Powered Forklifts

Gas, LP, Dual Fuel

3,000 - 7,000 lbs. Capacities | Pneumatic Tire



S P E C I F I C A T I O N S

**MAIN TRUCK SPECIFICATIONS**

CHARACTERISTICS	1	Manufacturer's Name		UniCarriers				
	2	Model	Model designation	PF30		UniCarriers		
	3	Long Model Code		PF35	PFS40			
				MP1F1A15JV / LV / DV	MP1F1A18JV / LV / DV	MP1F1A20JV / LV / DV		
CHARACTERISTICS	4	Rated Load Capacity		lb (kg)	3000 (1350)	3500 (1600)	4000 (1800)	
	5	Load Center	Distance	in (mm)	24 (600)	24 (600)	24 (600)	
	6	Power Type			G - LP - G/LP	G - LP - G/LP	G - LP - G/LP	
	7	Operator Orientation			Sit	Sit	Sit	
	DIMENSIONS	8	Tire Type	Front & rear		Pneumatic	Pneumatic	Pneumatic
		9	Wheels	Number (x=driven) front/rear		2 x / 2	2 x / 2	2 x / 2
		10	Mast	Maximum fork height	in (mm)	130 (3300)	130 (3300)	130 (3300)
11			Standard freelif	in (mm)	6.2 (160)	6.2 (160)	6.2 (160)	
12		Forks	Thickness & width	in (mm)	1.5 x 4 (40x100)	1.5 x 4 (40x100)	1.5 x 4 (40x100)	
13			Length	in (mm)	42 (1070)	42 (1070)	42 (1070)	
14		Tilt Angle	Standard mast - fwd/back	degree	6/12	6/12	6/12	
15		Overall Dimensions	Length (to face of forks)	in (mm)	89.0 (2260)	90.2 (2290)	91.3 (2320)	
16			Width (single/dual tires)	in (mm)	41.9 (1065) / 58.3 (1480)	41.9 (1065) / 58.3 (1480)	41.9 (1065) / 58.3 (1480)	
17			Mast lowered (OHL)	in (mm)	84.4 (2145)	84.4 (2145)	84.4 (2145)	
18			Mast extended with LBR	in (mm)	179.3 (4555)	179.3 (4555)	179.3 (4555)	
19			Height - top of OHG	in (mm)	83.3 (2115)	83.3 (2115)	83.3 (2115)	
20			Height - top of standard LBR	in (mm)	48 (1220)	48 (1220)	48 (1220)	
21			Width - standard carriage	in (mm)	36.2 (920)	36.2 (920)	36.2 (920)	
22		Grade Clearance	Ramp breakover angle	tan (%)	49	49	49	
23			Departure angle	tan (%)	39	37	35	
24			Approach angle	tan (%)	37	37	37	
25		Turning Radius	Minimum outside	in (mm)	76.2 (1935)	77.6 (1970)	79.1 (2010)	
26		Overhang	Front	in (mm)	15.7 (400)	15.7 (400)	15.7 (400)	
27			Rear	in (mm)	18.1 (460)	19.3 (490)	20.5 (520)	
28	Min Right Angle Stack	Add load length & clearance	in (mm)	91.9 (2335)	93.3 (2370)	94.9 (2410)		
PERFORMANCE	29	Speeds Maximum	Travel - forward or reverse	mph (km/h)	11.5 (18.5)	11.5 (18.5)	11.5 (18.5)	
	30		Lift - full/empty	fpm (mm/sec)	122/127.9 (620/650)	122/127.9 (620/650)	122/127.9 (620/650)	
	31		Lowering - full/empty	fpm (mm/sec)	98.4 (500)	98.4 (500)	98.4 (500)	
	32	Drawbar Pull Max	Full load	lb (kg)	3705 (1680)	3705 (1680)	3705 (1680)	
	33		Empty	lb (kg)	2470 (1120)	2646 (1200)	2932 (1330)	
	34	Gradeability Max (1.2 mph)	Full/empty	tan (%)	31 / 28	38 / 24	33 / 21	
WEIGHT	35	Truck Weight	Standard truck - no load	lb (kg)	5810 (2635)	6175 (2800)	6505 (2950)	
	36	Weight Distribution	Front axle - empty	lb (kg)	2540 (1150)	2440 (1105)	2340 (1060)	
	37		Rear axle - empty	lb (kg)	3270 (1485)	3735 (1695)	4165 (1890)	
	38		Front axle - with rated load	lb (kg)	7710 (3620)	8475 (3985)	9235 (4350)	
	39		Rear axle - with rated load	lb (kg)	1100 (515)	1200 (565)	1270 (600)	
CHASSIS & WHEELS	40	Tire Size	Front - single (or dual) tire		6.50-10-10PR	6.50-10-10PR	6.50-10 Solid	
	41		Rear		5.00-8-8-PR	5.00-8-8-PR	5.00-8 Solid	
	42	Wheelbase		in (mm)	55.1 (1400)	55.1 (1400)	55.1 (1400)	
	43	Tread - Center of Tire	Front / rear	in (mm)	35/35.4 (890/900)	35/35.4 (890/900)	35/35.4 (890/900)	
	44		Front dual tires	in (mm)	43.1 (1095)	43.1 (1095)	43.1 (1095)	
	45	Headroom	SIP to bottom of OHG	in (mm)	42.5 (1080)	42.5 (1080)	42.5 (1080)	
	46	Counterweight Height		in (mm)	41.9 (1065)	41.9 (1065)	41.9 (1065)	
	47	Step Height		in (mm)	17.7 (450)	17.7 (450)	17.7 (450)	
	48	Ground Clearance	Under mast	in (mm)	4.5 (115)	4.5 (115)	4.5 (115)	
	49		Under power unit	in (mm)	5.3 (135)	5.3 (135)	5.3 (135)	
	50		Under frame (WB center)	in (mm)	5.9 (150)	5.9 (150)	5.9 (150)	
	51	Service Brake	Type		Drum and Shoe	Drum and Shoe	Drum and Shoe	
	52	Parking Brake	Type		Hand	Hand	Hand	
53	Steering	Type		Full Hydraulic	Full Hydraulic	Full Hydraulic		
DRIVE LINE	54	Engine	Model		K21	K21	K21	
	55	Rated Output	SAE gross	hp (kW) @ rpm	55 (41) @ 2700	55 (41) @ 2700	55 (41) @ 2700	
	56	Rated Torque	SAE gross	ft-lb (Nm) @ rpm	111.4 (151) @ 2000	111.4 (151) @ 2000	111.4 (151) @ 2000	
	57	Displacement		cu in (cm <sup>3</sup> )	126 (2065)	126 (2065)	126 (2065)	
	58	Transmission	Type		Automatic	Automatic	Automatic	
	59		Number speeds - fwd/rev		1/1	1/1	1/1	

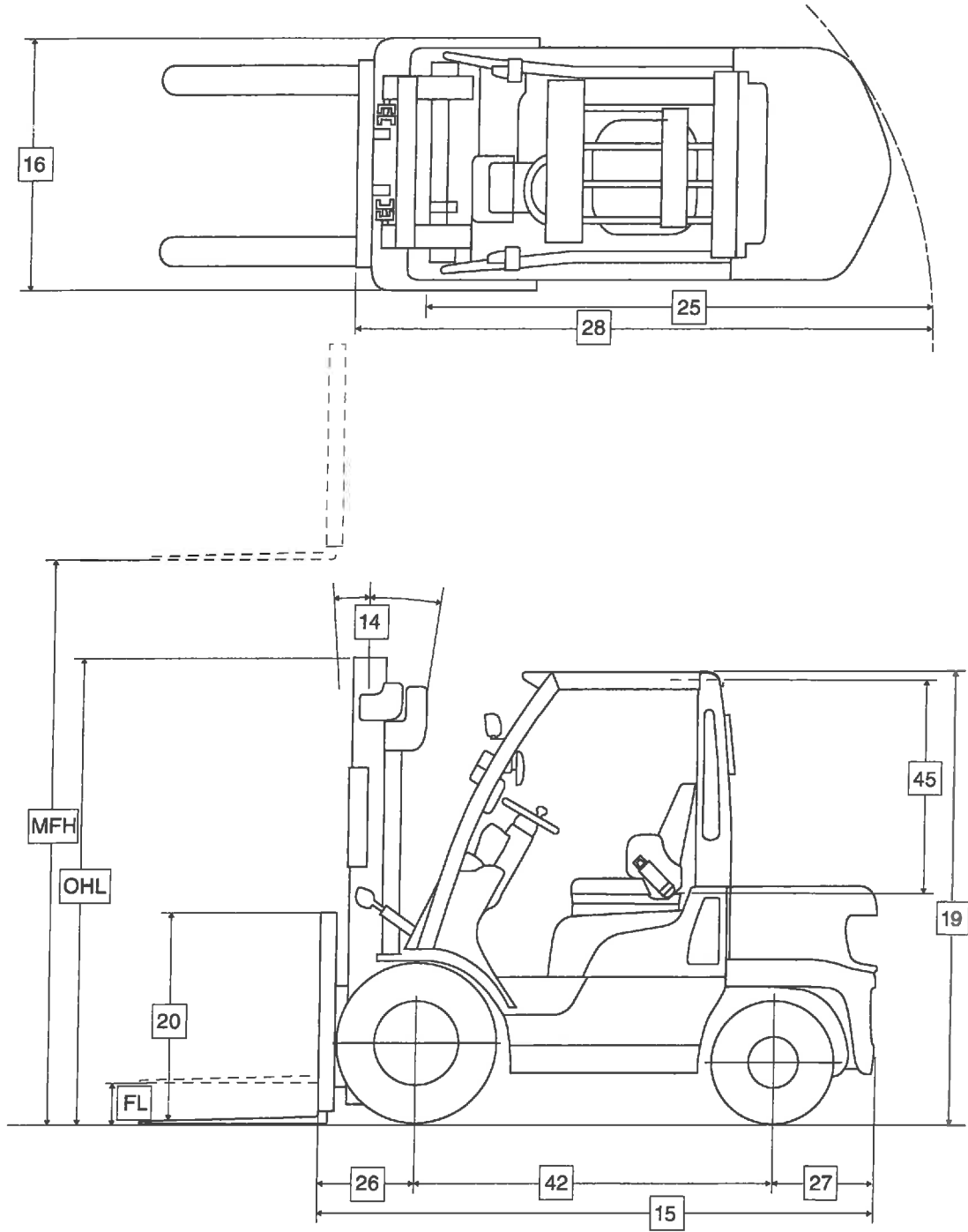
## MAIN TRUCK SPECIFICATIONS

CHARACTERISTICS	1	Manufacturer's Name		UniCarriers			
	2	Model	Model designation	PF40			
	3		Long Model Code	MP1F2A20JV/LV/DV			
				MU1F2A20JV/LV/DV			
CHARACTERISTICS	4	Rated Load Capacity		lb (kg)	4000 (1800)	4000 (1800)	
	5	Load Center	Distance	in (mm)	24 (600)	24 (600)	
	6	Power Type			G - LP - G/LP	G - LP - G/LP	
	7	Operator Orientation			Sit	Sit	
	DIMENSIONS	8	Tire Type	Front & rear		Pneumatic	Pneumatic
		9	Wheels	Number (x=driven) front/rear		2 x / 2	2 x / 2
		10	Mast	Maximum fork height	in (mm)	130 (3300)	130 (3300)
11			Standard freelft	in (mm)	6.1 (155)	6.1 (155)	
12		Forks	Thickness & width	in (mm)	1.5 x 4 (40x100)	1.5 x 4 (40x100)	
13			Length	in (mm)	42 (1070)	42 (1070)	
14		Tilt Angle	Standard mast - fwd/back	degree	6/12	6/12	
15		Overall Dimensions	Length (to face of forks)	in (mm)	96.9 (2460)	96.9 (2460)	
16			Width (single/dual tires)	in (mm)	45.3 (1150) / 64.6 (1640)	45.3 (1150) / 64.6 (1640)	
17			Mast lowered (OHL)	in (mm)	84.4 (2145)	84.4 (2145)	
18			Mast extended with LBR	in (mm)	179.3 (4555)	179.3 (4555)	
19			Height - top of OHG	in (mm)	83.5 (2120)	83.5 (2120)	
20			Height - top of standard LBR	in (mm)	48 (1220)	48 (1220)	
21			Width - standard carriage	in (mm)	40.2 (1020)	40.2 (1020)	
22		Grade Clearance	Ramp breakover angle	tan (%)	44	44	
23			Departure angle	tan (%)	45	45	
24			Approach angle	tan (%)	32	32	
25		Turning Radius	Minimum outside	in (mm)	83.5 (2120)	83.5 (2120)	
26		Overhang	Front	in (mm)	17.5 (445)	17.5 (445)	
27			Rear	in (mm)	16.3 (415)	16.3 (415)	
28		Min Right Angle Stack	Add load length & clearance	in (mm)	101 (2565)	101 (2565)	
PERFORMANCE		29	Speeds Maximum	Travel - forward or reverse	mph (kmh)	11.8 (19)	11.8 (19)
		30		Lift - full/empty	fpm (mm/sec)	118.1/127.9(600/650)	129.9/137.8 (660/700)
		31		Lowering - full/empty	fpm (mm/sec)	98.4 (500)	98.4 (500)
		32	Drawbar Pull Max	Full load	lb (kg)	3880 (1760)	4189 (1900)
		33		Empty	lb (kg)	3439 (1560)	3439 (1560)
		34	Gradeability Max (1.2 mph)	Full/empty	tan (%)	31 / 28	39 / 28
WEIGHT		35	Truck Weight	Standard truck - no load	lb (kg)	7145 (3240)	7145 (3240)
	36	Weight Distribution	Front axle - empty	lb (kg)	3365 (1525)	3365 (1525)	
	37		Rear axle - empty	lb (kg)	3780 (1715)	3780 (1715)	
	38		Front axle - with rated load	lb (kg)	10015 (4709)	10015 (4709)	
	39		Rear axle - with rated load	lb (kg)	1130 (531)	1130 (531)	
CHASSIS & WHEELS	40	Tire Size	Front - single (or dual) tire		7.00-12-12PR	7.00-12-12PR	
	41		Rear		6.00-9-10PR	6.00-9-10PR	
	42	Wheelbase		in (mm)	63 (1600)	63 (1600)	
	43	Tread - Center of Tire	Front / rear	in (mm)	37.8/38.4 (960/975)	37.8/38.4 (960/975)	
	44		Front dual tires	in (mm)	47.4 (1205)	47.4 (1205)	
	45	Headroom	SIP to bottom of OHG	in (mm)	42.5 (1080)	42.5 (1080)	
	46	Counterweight Height		in (mm)	42.1 (1070)	42.1 (1070)	
	47	Step Height		in (mm)	17.9 (455)	17.9 (455)	
	48	Ground Clearance	Under mast	in (mm)	4.5 (115)	4.5 (115)	
	49		Under power unit	in (mm)	5.3 (135)	5.3 (135)	
	50		Under frame (WB center)	in (mm)	6.1 (155)	6.1 (155)	
	51	Service Brake	Type		Drum and Shoe	Drum and Shoe	
	52	Parking Brake	Type		Hand	Hand	
	53	Steering	Type		Full Hydraulic	Full Hydraulic	
DRIVE LINE	54	Engine	Model		K21	K25	
	55	Rated Output	SAE gross	hp (kW) @ rpm	55 (41) @ 2700	62.9 (46.9) @ 2700	
	56	Rated Torque	SAE gross	ft-lb (Nm) @ rpm	111.4 (151) @ 2000	138.7 (188) @ 1600	
	57	Displacement		cu in (cm <sup>3</sup> )	126 (2065)	151.8 (2488)	
	58	Transmission	Type		Automatic	Automatic	
	59		Number speeds - fwd/rev		1/1	1/1	

**MAIN TRUCK SPECIFICATIONS**

1	UniCarriers	UniCarriers	UniCarriers	UniCarriers	UniCarriers
2	PF50	PFU50	PF55	PF60	PF70
3	MP1F2A25JV/LV/DV	MU1F2A25JV/LV/DV	MUJ1F2A28JV/LV/DV	MUG1F2A30JV/LV/DV	MUG1F2A35JV/LV/DV
4	5000 (2250)	5000 (2250)	5500 (2500)	6000 (2700)	7000 (3150)
5	24 (600)	24 (600)	24 (600)	24 (600)	24 (600)
6	G - LP - G/LP	G - LP - G/LP	G - LP - G/LP	G - LP - G/LP	G - LP - G/LP
7	Sit	Sit	Sit	Sit	Sit
8	Pneumatic	Pneumatic	Pneumatic	Pneumatic	Pneumatic
9	2 x / 2	2 x / 2	2 x / 2	2 x / 2	2 x / 2
10	130 (3300)	130 (3300)	130 (3300)	130 (3300)	130 (3300)
11	6.1 (155)	6.1 (155)	6.1 (155)	6.5 (165)	6.5 (165)
12	1.5 x 4 (40x100)	1.5 x 4 (40 x 100)	1.5 x 4 (40 x 100)	2 x 5 (50 x 125)	2 x 5 (50 x 125)
13	42 (1070)	42 (1070)	42 (1070)	42 (1070)	42 (1070)
14	6/12	6/12	6/12	6/12	6/12
15	99 (2515)	99 (2515)	102.8 (2610)	105.5 (2680)	108.5 (2755)
16	45.3 (1150) / 64.6 (1640)	45.3 (1150) / 64.6 (1640)	49.2 (1250) / 65.6 (1665)	49.2 (1250) / 65.6 (1665)	50.4 (1280) / 67.7 (1720)
17	84.4 (2145)	84.4 (2145)	85.6 (2175)	85.6 (2175)	91.1 (2315)
18	179.3 (4555)	179.3 (4555)	179.3 (4555)	179.4 (4560)	179.4 (4560)
19	83.5 (2120)	83.5 (2120)	84.6 (2150)	84.6 (2150)	84.8 (2155)
20	48 (1220)	48 (1220)	48 (1220)	48 (1220)	48 (1220)
21	40.2 (1020)	40.2 (1020)	40.2 (1020)	40.2 (1020)	40.2 (1020)
22	44	44	52	49	51
23	37	37	42	43	39
24	32	32	41	41	51
25	85.8 (2180)	85.8 (2180)	88.2 (2240)	90.6 (2300)	94.1 (2390)
26	17.5 (445)	17.5 (445)	18.5 (470)	18.9 (480)	19.3 (490)
27	18.5 (470)	18.5 (470)	20.5 (520)	19.7 (500)	22.2 (565)
28	103.3 (2625)	103.3 (2625)	106.7 (2710)	109.5 (2780)	113.4 (2880)
29	11.8 (19)	11.8 (19)	11.8 (19)	11.8 (19)	11.5 (18.5)
30	118.1/127.9 (600/650)	129.9/137.8 (660/700)	104.3/114.1 (530/580)	104.3/114.1 (530/580)	88.6/92.5 (450/470)
31	98.4 (500)	98.4 (500)	98.4 (500)	98.4 (500)	82.7/70.8 (420/360)
32	3880 (1760)	4189 (1900)	4189 (1900)	4189 (1900)	4034 (1830)
33	3439 (1580)	3439 (1560)	4057 (1840)	4167 (1890)	3968 (1800)
34	27 / 24	33 / 24	30 / 25	28 / 24	23 / 22
35	7925 (3595)	7925 (3595)	8825 (4000)	9265 (4200)	10120 (4590)
36	3200 (1450)	3200 (1450)	3395 (1540)	3825 (1735)	3760 (1705)
37	4725 (2145)	4725 (2145)	5430 (2460)	5440 (2465)	6360 (2885)
38	11515 (5430)	11515 (5430)	12590 (5935)	13700 (6460)	16215 (7240)
39	1410 (665)	1410 (665)	1735 (815)	1565 (740)	1905 (850)
40	7.00-12-12PR	7.00-12-12PR	28 x 9-15-12PR	28 x 9-15-12PR	250-15-16PR
41	6.00-9-10PR	6.00-9-10PR	6.50-10-10PR	6.50-10-10PR	6.50-10-12PR
42	63 (1600)	63 (1600)	63.8 (1620)	66.9 (1700)	66.9 (1700)
43	37.8/38.4 (960/975)	37.8/38.4 (960/975)	40.6/38.6 (1030/980)	40.6/38.6 (1030/980)	41.7/38.6 (1060/980)
44	47.4 (1205)	47.4 (1205)	47.6 (1210)	47.6 (1210)	48.4 (1230)
45	42.5 (1080)	42.5 (1080)	42.5 (1080)	42.5 (1080)	42.5 (1080)
46	42.1 (1070)	42.1 (1070)	43.3 (1100)	43.3 (1100)	43.5 (1105)
47	17.9 (455)	17.9 (455)	19.1 (485)	19.1 (485)	19.3 (490)
48	4.5 (115)	4.5 (115)	5.7 (145)	5.7 (145)	5.9 (150)
49	5.3 (135)	5.3 (135)	6.5 (165)	6.5 (165)	6.7 (170)
50	6.1 (155)	6.1 (155)	7.3 (185)	7.3 (185)	7.5 (190)
51	Drum and Shoe	Drum and Shoe	Drum and Shoe	Drum and Shoe	Drum and Shoe
52	Hand	Hand	Hand	Hand	Hand
53	Full Hydraulic	Full Hydraulic	Full Hydraulic	Full Hydraulic	Full Hydraulic
54	K21	K25	K25	K25	K25
55	55 (41) @ 2700	62.9 (46.9) @ 2700	62.9 (46.9) @ 2700	62.9 (46.9) @ 2700	62.9 (46.9) @ 2700
56	111.4 (151) @ 2000	138.7 (188) @ 1600	138.7 (188) @ 1600	138.7 (188) @ 1600	138.7 (188) @ 1600
57	126 (2065)	151.8 (2488)	151.8 (2488)	151.8 (2488)	151.8 (2488)
58	Automatic	Automatic	Automatic	Automatic	Automatic
59	1/1	1/1	1/1	1/1	1/1

DIMENSIONS



**MAST SPECIFICATIONS & RATED CAPACITIES**

Mast Name	Maximum Fork Height	Overall Height Lowered	Free Lift*	Tilt Angle Forward/Backward	Rated Capacity 24 in (600 mm) Load Center						
					PF30		PF35		PFS40		
					Single Drive	Dual Drive	Single Drive	Dual Drive	Single Drive	Dual Drive	
in (mm)	in (mm)	in (mm)	degrees	lb (kg)		lb (kg)		lb (kg)			
TWO STAGE (Wide view 2W)	2W270	106 (2700)	72.6 (1845)	6.2 (155)	6/12	3000 (1350)	3000 (1350)	3500 (1600)	3500 (1600)	4000 (1800)	4000 (1800)
	2W300	118 (3000)	78.5 (1995)	6.2 (155)	6/12	3000 (1350)	3000 (1350)	3500 (1600)	3500 (1600)	4000 (1800)	4000 (1800)
	2W330	130 (3300)	84.4 (2145)	6.2 (155)	6/12	3000 (1350)	3000 (1350)	3500 (1600)	3500 (1600)	4000 (1800)	4000 (1800)
	2W350	138 (3500)	89.8 (2285)	6.2 (155)	6/12	3000 (1350)	3000 (1350)	3500 (1600)	3500 (1600)	4000 (1800)	4000 (1800)
	2W370	146 (3700)	94.7 (2405)	6.2 (155)	6/12	3000 (1350)	3000 (1350)	3500 (1600)	3500 (1600)	4000 (1800)	4000 (1800)
	2W400	157 (4000)	102.2 (2600)	6.2 (155)	6/6	3000 (1350)	3000 (1350)	3500 (1600)	3500 (1600)	3850 (1750)	3850 (1750)
	2W450	177 (4500)	112.0 (2845)	6.2 (155)	6/6	2900 (1300)	2900 (1300)	3200 (1450)	3200 (1450)	3450 (1550)	3750 (1700)
	2W500	197 (5000)	121.9 (3100)	6.2 (155)	6/6	2650 (1200)	2800 (1250)	3100 (1400)	3100 (1400)	3200 (1450)	3300 (1500)
TWO STAGE (Full free 2F)	2F300	118 (3000)	78.5 (1995)	53.6 (1360)	6/12	3000 (1350)	3000 (1350)	3500 (1600)	3500 (1600)	4000 (1800)	4000 (1800)
	2F330	130 (3300)	84.4 (2145)	59.5 (1510)	6/12	3000 (1350)	3000 (1350)	3500 (1600)	3500 (1600)	4000 (1800)	4000 (1800)
	2F350	138 (3500)	89.8 (2285)	64.8 (1645)	6/12	3000 (1350)	3000 (1350)	3500 (1600)	3500 (1600)	4000 (1800)	4000 (1800)
	2F370	146 (3700)	94.7 (2405)	69.8 (1770)	6/12	3000 (1350)	3000 (1350)	3400 (1550)	3450 (1550)	3900 (1750)	3950 (1800)
	2F400	157 (4000)	102.2 (2600)	77.2 (1960)	6/6	2900 (1300)	2900 (1300)	3300 (1500)	3350 (1500)	3800 (1700)	3850 (1750)
THREE STAGE (Full free 3F)	3F385	152 (3850)	72.6 (1845)	47.0 (1190)	6/6	2900 (1300)	2950 (1350)	3300 (1500)	3350 (1500)	3850 (1750)	3850 (1750)
	3F430	169 (4300)	78.5 (1995)	52.9 (1340)	6/6	2800 (1250)	2850 (1300)	3200 (1450)	3250 (1450)	3550 (1600)	3750 (1700)
	3F475	187 (4750)	84.4 (2145)	58.8 (1490)	6/6	2700 (1200)	2750 (1250)	3100 (1400)	3150 (1450)	3450 (1550)	3450 (1550)
	3F515	203 (5150)	89.8 (2285)	64.1 (1625)	6/6	2600 (1200)	2650 (1200)	2800 (1250)	2950 (1350)	3150 (1450)	3150 (1450)
	3F550	217 (5500)	94.7 (2405)	69.0 (1750)	6/6	2350 (1050)	2550 (1150)	2600 (1200)	2800 (1250)	2700 (1200)	2700 (1200)
	3F600	236 (6000)	102.2 (2600)	76.5 (1940)	6/6	1300 (600)	2150 (950)	1500 (700)	2300 (1050)	1800 (800)	2400 (1100)
	3F650	256 (6500)	112.0 (2845)	86.3 (2190)	6/6	1200 (550)	1500 (700)	1400 (650)	1500 (700)	1700 (750)	1750 (800)
	3F700	276 (7000)	121.9 (3100)	96.2 (2440)	6/6	1100 (500)	1300 (600)	1300 (600)	1400 (650)	1600 (750)	1650 (750)
THREE STAGE OPTVIEW® (3V)	3V360	142 (3600)	72.6 (1845)	48.4 (1225)	6/6	2900 (1300)	2900 (1300)	3300 (1500)	3350 (1500)	3700 (1700)	3700 (1700)
	3V405	159 (4050)	78.5 (1995)	54.3 (1375)	6/6	2800 (1250)	2800 (1250)	3200 (1450)	3250 (1450)	3550 (1600)	3550 (1600)
	3V450	177 (4500)	84.4 (2145)	60.2 (1525)	6/6	2700 (1200)	2700 (1200)	3100 (1400)	3150 (1450)	3450 (1550)	3450 (1550)
	3V490	193 (4900)	89.8 (2285)	65.5 (1660)	6/6	2600 (1200)	2600 (1200)	2800 (1250)	2900 (1300)	3150 (1450)	3150 (1450)
	3V525	207 (5250)	94.7 (2405)	70.4 (1785)	6/6	2350 (1050)	2500 (1150)	2600 (1200)	2700 (1200)	2700 (1200)	2700 (1200)
	3V575	226 (5750)	102.2 (2600)	77.9 (1975)	6/6	1300 (600)	2100 (950)	1500 (700)	1700 (750)	1800 (800)	2000 (900)
	3V633	249 (6330)	112.0 (2845)	87.8 (2230)	6/6	1200 (550)	1300 (600)	1400 (650)	1500 (700)	1700 (750)	1750 (800)

\*Without LBR

Mast Name	Maximum Fork Height	Overall Height Lowered	Free Lift*	Tilt Angle Forward/Backward	Rated Capacity 24 in (600 mm) Load Center		
					PF40/PFU40		
					Single Drive	Dual Drive	
in (mm)	in (mm)	in (mm)	degrees	lb (kg)			
TWO STAGE (Wide view 2W)	2W270	106 (2700)	72.6 (1845)	6.1 (150)	6/12	4000 (1800)	4000 (1800)
	2W300	118 (3000)	78.5 (1995)	6.1 (150)	6/12	4000 (1800)	4000 (1800)
	2W330	130 (3300)	84.4 (2145)	6.1 (150)	6/12	4000 (1800)	4000 (1800)
	2W350	138 (3500)	89.8 (2285)	6.1 (150)	6/12	4000 (1800)	4000 (1800)
	2W370	146 (3700)	94.7 (2405)	6.1 (150)	6/12	4000 (1800)	4000 (1800)
	2W400	157 (4000)	102.2 (2600)	6.1 (150)	6/6	4000 (1800)	4000 (1800)
	2W450	177 (4500)	112.0 (2845)	6.1 (150)	6/6	3850 (1750)	3850 (1750)
	2W500	197 (5000)	121.9 (3100)	6.1 (150)	6/6	3450 (1550)	3700 (1700)
TWO STAGE (Full free 2F)	2F300	118 (3000)	78.5 (1995)	53.5 (1355)	6/12	4000 (1800)	4000 (1800)
	2F330	130 (3300)	84.4 (2145)	59.4 (1505)	6/12	4000 (1800)	4000 (1800)
	2F350	138 (3500)	89.8 (2285)	64.7 (1640)	6/12	4000 (1800)	4000 (1800)
	2F370	146 (3700)	94.7 (2405)	69.6 (1765)	6/12	4000 (1800)	4000 (1800)
	2F400	157 (4000)	102.2 (2600)	77.1 (1955)	6/6	3950 (1800)	4000 (1800)
THREE STAGE (Full free 3F)	3F385	152 (3850)	72.6 (1845)	47.2 (1195)	6/6	4000 (1800)	4000 (1800)
	3F430	169 (4300)	78.5 (1995)	53.1 (1345)	6/6	3850 (1750)	3900 (1750)
	3F475	187 (4750)	84.4 (2145)	59.0 (1495)	6/6	3700 (1700)	3750 (1700)
	3F515	203 (5150)	89.8 (2285)	64.3 (1630)	6/6	3300 (1500)	3650 (1650)
	3F550	217 (5500)	94.7 (2405)	69.2 (1755)	6/6	2950 (1350)	3550 (1600)
	3F600	236 (6000)	102.2 (2600)	76.7 (1945)	6/6	1900 (850)	3400 (1550)
	3F650	256 (6500)	112.0 (2845)	86.5 (2195)	6/6	1800 (800)	3250 (1450)
	3F700	276 (7000)	121.9 (3100)	96.4 (2445)	6/6	700 (300)	2400 (1100)
THREE STAGE OPTVIEW® (3V)	3V360	142 (3600)	72.8 (1850)	47.2 (1195)	6/6	3900 (1750)	3900 (1750)
	3V405	159 (4050)	78.7 (2000)	53.1 (1345)	6/6	3700 (1700)	3750 (1700)
	3V450	177 (4500)	84.6 (2150)	59.0 (1495)	6/6	3600 (1650)	3650 (1650)
	3V490	193 (4900)	90.0 (2290)	64.3 (1630)	6/6	3300 (1500)	3400 (1550)
	3V525	207 (5250)	94.9 (2415)	69.2 (1755)	6/6	3000 (1350)	3200 (1450)
	3V575	226 (5750)	102.4 (2605)	76.7 (1945)	6/6	2500 (1150)	2900 (1300)
	3V633	249 (6330)	112.2 (2850)	86.5 (2195)	6/6	2300 (1050)	2500 (1150)
	3V688	271 (6880)	122.0 (3100)	96.4 (2445)	6/6	1900 (850)	2200 (1000)

**MAST SPECIFICATIONS & RATED CAPACITIES**

Mast Name	Maximum Fork Height	Overall Height Lowered	Free Lift*	Tilt Angle Forward/Backward	Rated Capacity 24 in (600 mm) Load Center		
					PF50/PF50		
					Single Drive	Dual Drive	
					lb (kg)		
TWO STAGE (Wide view 2W)	2W270	106 (2700)	72.6 (1845)	6.1 (150)	6/12	5000 (2250)	5000 (2250)
	2W300	118 (3000)	78.5 (1995)	6.1 (150)	6/12	5000 (2250)	5000 (2250)
	2W330	130 (3300)	84.4 (2145)	6.1 (150)	6/12	5000 (2250)	5000 (2250)
	2W350	138 (3500)	89.8 (2285)	6.1 (150)	6/12	5000 (2250)	5000 (2250)
	2W370	146 (3700)	94.7 (2405)	6.1 (150)	6/12	5000 (2250)	5000 (2250)
	2W400	157 (4000)	102.2 (2600)	6.1 (150)	6/6	5000 (2250)	5000 (2250)
	2W450	177 (4500)	112.0 (2845)	6.1 (150)	6/6	4400 (2000)	4850 (2200)
	2W500	197 (5000)	121.9 (3100)	6.1 (150)	6/6	3700 (1700)	4650 (2100)
TWO STAGE (Full free 2F)	2F300	118 (3000)	78.5 (1995)	53.5 (1355)	6/12	5000 (2250)	5000 (2250)
	2F330	130 (3300)	84.4 (2145)	59.4 (1505)	6/12	5000 (2250)	5000 (2250)
	2F350	138 (3500)	89.8 (2285)	64.7 (1640)	6/12	5000 (2250)	5000 (2250)
	2F370	146 (3700)	94.7 (2405)	69.6 (1765)	6/12	5000 (2250)	5000 (2250)
	2F400	157 (4000)	102.2 (2600)	77.1 (1955)	6/6	4950 (2250)	5000 (2250)
THREE STAGE (Full free 3F)	3F385	152 (3850)	72.6 (1845)	47.2 (1195)	6/6	5000 (2250)	5000 (2250)
	3F430	169 (4300)	78.5 (1995)	53.1 (1345)	6/6	4700 (2150)	4900 (2200)
	3F475	187 (4750)	84.4 (2145)	59.0 (1495)	6/6	4300 (1950)	4750 (2150)
	3F515	203 (5150)	89.8 (2285)	64.3 (1630)	6/6	3650 (1650)	4600 (2100)
	3F550	217 (5500)	94.7 (2405)	69.2 (1755)	6/6	3350 (1500)	4450 (2000)
	3F600	236 (6000)	102.2 (2600)	76.7 (1945)	6/6	2100 (950)	4300 (1950)
	3F650	256 (6500)	112.0 (2845)	86.5 (2195)	6/6	2000 (900)	3850 (1750)
	3F700	276 (7000)	121.9 (3100)	96.4 (2445)	6/6	700 (300)	2600 (1200)
THREE STAGE OPTIVIEW® (3V)	3V360	142 (3600)	72.8 (1850)	47.2 (1195)	6/6	4900 (2200)	4900 (2200)
	3V405	159 (4050)	78.7 (2000)	53.1 (1345)	6/6	4700 (2150)	4750 (2150)
	3V450	177 (4500)	84.6 (2145)	59.0 (1495)	6/6	4300 (1950)	4500 (2050)
	3V490	193 (4900)	90.0 (2290)	64.3 (1630)	6/6	3900 (1750)	4300 (1950)
	3V525	207 (5250)	94.9 (2415)	69.2 (1755)	6/6	3500 (1600)	4000 (1800)
	3V575	226 (5750)	102.4 (2605)	76.7 (1945)	6/6	3000 (1350)	3900 (1750)
	3V633	249 (6330)	112.2 (2850)	86.5 (2195)	6/6	2600 (1200)	3500 (1600)
	3V688	271 (6880)	122.0 (3100)	96.4 (2445)	6/6	2300 (1050)	2500 (1150)

\*Without LBR

Mast Name	Maximum Fork Height	Overall Height Lowered	Free Lift*	Tilt Angle Forward/Backward	Rated Capacity 24 in (600 mm) Load Center		
					PF55		
					Single Drive	Dual Drive	
					lb (kg)		
TWO STAGE (Wide view 2W)	2W270	106 (2700)	73.8 (1875)	6.1 (150)	6/12	5500 (2500)	5500 (2500)
	2W300	118 (3000)	79.7 (2025)	6.1 (150)	6/12	5500 (2500)	5500 (2500)
	2W330	130 (3300)	85.6 (2175)	6.1 (150)	6/12	5500 (2500)	5500 (2500)
	2W350	138 (3500)	90.9 (2310)	6.1 (150)	6/12	5500 (2500)	5500 (2500)
	2W370	146 (3700)	95.9 (2440)	6.1 (150)	6/12	5500 (2500)	5500 (2500)
	2W400	157 (4000)	103.3 (2625)	6.1 (150)	6/6	5500 (2500)	5500 (2500)
	2W450	177 (4500)	113.2 (2880)	6.1 (150)	6/6	5300 (2400)	5300 (2400)
	2W500	197 (5000)	123.0 (3125)	6.1 (150)	6/6	4300 (1950)	5200 (2350)
TWO STAGE (Full free 2F)	2F300	118 (3000)	79.7 (2025)	53.8 (1365)	6/12	5500 (2500)	5500 (2500)
	2F330	130 (3300)	85.6 (2175)	59.7 (1515)	6/12	5500 (2500)	5500 (2500)
	2F350	138 (3500)	90.9 (2310)	65.1 (1650)	6/12	5500 (2500)	5500 (2500)
	2F370	146 (3700)	95.9 (2440)	70.0 (1775)	6/12	5500 (2500)	5500 (2500)
	2F400	157 (4000)	103.3 (2625)	77.5 (1965)	6/6	5500 (2500)	5500 (2500)
THREE STAGE (Full free 3F)	3F385	152 (3850)	79.7 (2025)	55.7 (1410)	6/6	5500 (2500)	5500 (2500)
	3F430	169 (4300)	85.6 (2175)	61.6 (1560)	6/6	5300 (2400)	5300 (2400)
	3F475	187 (4750)	90.9 (2310)	66.9 (1695)	6/6	5100 (2300)	5100 (2300)
	3F515	203 (5150)	95.9 (2440)	71.8 (1820)	6/6	4000 (1800)	4900 (2200)
	3F550	217 (5500)	103.3 (2625)	79.3 (2010)	6/6	3200 (1450)	4800 (2200)
	3F600	236 (6000)	113.2 (2880)	89.1 (2260)	6/6	2300 (1050)	4600 (2100)
	3F650	256 (6500)	123.0 (3125)	99.0 (2510)	6/6	1100 (500)	4100 (1850)
	3F700	276 (7000)	132.9 (3380)	108.8 (2760)	6/6	550 (250)	3000 (1350)
THREE STAGE OPTIVIEW® (3V)	3V385	152 (3850)	79.7 (2025)	55.7 (1410)	6/6	5450 (2450)	5450 (2450)
	3V430	169 (4300)	85.6 (2175)	61.6 (1560)	6/6	5300 (2400)	5300 (2400)
	3V470	185 (4700)	90.9 (2310)	66.9 (1695)	6/6	5000 (2250)	5000 (2250)
	3V505	199 (5050)	95.9 (2440)	71.8 (1820)	6/6	3750 (1700)	4900 (2200)
	3V555	219 (5550)	103.3 (2625)	79.3 (2010)	6/6	2800 (1250)	4700 (2150)
	3V600	236 (6000)	113.2 (2880)	89.1 (2260)	6/6	1850 (850)	4500 (2050)
	3V650	256 (6500)	123.0 (3125)	99.0 (2510)	6/6	1200 (550)	4000 (1800)
	3V700	276 (7000)	132.9 (3380)	108.8 (2760)	6/6	650 (300)	3400 (1550)

\*Without LBR



**MAST SPECIFICATIONS & RATED CAPACITIES**

Mast Name	Maximum Fork Height	Overall Height Lowered	Free Lift*	Tilt Angle Forward/Backward	Rated Capacity 24 in (600 mm) Load Center			
					PF60			
					Single Drive	Dual Drive		
		in (mm)	in (mm)	in (mm)	degrees	lb (kg)		
TWO STAGE (Wide view 2W)	2W270	106 (2700)	73.8 (1875)	6.5 (165)	6/12	6000 (2700)	6000 (2700)	
	2W300	118 (3000)	79.7 (2028)	6.5 (165)	6/12	6000 (2700)	6000 (2700)	
	2W330	130 (3300)	85.6 (2175)	6.5 (165)	6/12	6000 (2700)	6000 (2700)	
	2W350	138 (3500)	90.9 (2310)	6.5 (165)	6/12	6000 (2700)	6000 (2700)	
	2W370	146 (3700)	95.9 (2440)	6.5 (165)	6/12	6000 (2700)	6000 (2700)	
	2W400	157 (4000)	103.3 (2625)	6.5 (165)	6/6	6000 (2700)	6000 (2700)	
	2W450	177 (4500)	113.2 (2880)	6.5 (165)	6/6	5600 (2550)	5900 (2700)	
TWO STAGE (Full free 2F)	2F300	118 (3000)	79.7 (2025)	53.4 (1355)	6/12	6000 (2700)	6000 (2700)	
	2F330	130 (3300)	85.6 (2175)	59.3 (1505)	6/12	6000 (2700)	6000 (2700)	
	2F350	138 (3500)	90.9 (2310)	64.6 (1635)	6/12	6000 (2700)	6000 (2700)	
	2F370	146 (3700)	95.9 (2440)	70.0 (1775)	6/12	6000 (2700)	6000 (2700)	
	2F400	157 (4000)	103.3 (2625)	77.0 (1955)	6/6	5950 (2700)	6000 (2700)	
	THREE STAGE (Full free 3F)	3F385	152 (3850)	79.7 (2028)	54.8 (1390)	6/6	6000 (2700)	6000 (2700)
		3F430	169 (4300)	85.6 (2175)	60.7 (1540)	6/6	5800 (2650)	5800 (2650)
3F475		187 (4750)	90.9 (2310)	66.0 (1675)	6/6	5600 (2550)	5650 (2550)	
3F515		203 (5150)	95.9 (2440)	70.9 (1800)	6/6	4700 (2150)	5450 (2450)	
3F550		217 (5500)	103.3 (2625)	78.4 (1990)	6/6	3700 (1700)	5300 (2400)	
3F600		236 (6000)	113.2 (2880)	88.2 (2240)	6/6	2650 (1200)	5100 (2300)	
3F650		256 (6500)	123.0 (3125)	98.1 (2490)	6/6	1500 (700)	4550 (2050)	
THREE STAGE OPTVIEW® (3V)	3V385	152 (3850)	79.7 (2028)	54.8 (1390)	6/6	1000 (450)	3000 (1350)	
	3V430	169 (4300)	85.6 (2175)	60.7 (1540)	6/6	5950 (2700)	5950 (2700)	
	3V470	185 (4700)	90.9 (2310)	66.0 (1675)	6/6	5750 (2650)	5750 (2600)	
	3V505	199 (5050)	95.9 (2440)	70.9 (1800)	6/6	5500 (2500)	5550 (2500)	
	3V555	219 (5550)	103.3 (2625)	78.4 (1990)	6/6	4700 (2150)	5450 (2450)	
	3V600	236 (6000)	113.2 (2880)	88.2 (2240)	6/6	3700 (1700)	5300 (2400)	
	3V700	256 (6500)	123.0 (3125)	98.1 (2490)	6/6	2600 (1200)	5000 (2250)	
	3V700	276 (7000)	132.9 (3380)	107.9 (2740)	6/6	1400 (650)	4500 (2050)	
						1000 (450)	3000 (1350)	

\*Without LBR

Mast Name	Maximum Fork Height	Overall Height Lowered	Free Lift*	Tilt Angle Forward/Backward	Rated Capacity 24 in (600 mm) Load Center		
					PF70		
					Single Drive	Dual Drive	
		in (mm)	in (mm)	in (mm)	degrees	lb (kg)	
TWO STAGE (Wide view 2W)	2W300	118 (3000)	85.8 (2180)	6.5 (165)	6/12	7000 (3150)	7000 (3150)
	2W330	130 (3300)	91.1 (2315)	6.5 (165)	6/12	7000 (3150)	7000 (3150)
	2W350	138 (3500)	96.1 (2445)	6.5 (165)	6/12	7000 (3150)	7000 (3150)
	2W370	146 (3700)	103.5 (2630)	6.5 (165)	6/12	7000 (3150)	7000 (3150)
	2W400	157 (4000)	113.4 (2885)	6.5 (165)	6/6	6900 (3100)	7000 (3150)
	2W450	177 (4500)	123.2 (3130)	6.5 (165)	6/6	6800 (3050)	6900 (3100)
	2W500	197 (5000)	133.1 (3385)	6.5 (165)	6/6	6600 (2950)	6700 (3000)
TWO STAGE (Full free 2F)	2F300	118 (3000)	85.8 (2180)	57 (1445)	6/12	7000 (3150)	7000 (3150)
	2F330	130 (3300)	91.1 (2315)	62 (1570)	6/12	7000 (3150)	7000 (3150)
	2F350	138 (3500)	96.1 (2445)	67 (1700)	6/12	7000 (3150)	7000 (3150)
	2F370	146 (3700)	103.5 (2630)	74 (1875)	6/12	7000 (3150)	7000 (3150)
	2F400	157 (4000)	113.4 (2885)	84 (2130)	6/6	6900 (3100)	7000 (3150)
	THREE STAGE (Full free 3F)	3F355	140 (3550)	74.2 (1885)	43.5 (1100)	6/6	7000 (3150)
3F400		157 (4000)	80.1 (2035)	49.4 (1250)	6/6	7000 (3150)	7000 (3150)
3F445		175 (4450)	86.0 (2185)	55.4 (1405)	6/6	6800 (3050)	6800 (3050)
3F485		191 (4850)	91.3 (2320)	60.7 (1540)	6/6	6600 (2950)	6600 (2950)
3F520		205 (5200)	96.3 (2450)	65.6 (1665)	6/6	6300 (2800)	6400 (2850)
3F570		224 (5700)	103.7 (2635)	73.1 (1855)	6/6	5300 (2400)	6000 (2700)
3F620		244 (6200)	113.6 (2890)	82.9 (2105)	6/6	3500 (1600)	4000 (1800)
THREE STAGE OPTVIEW® (3V)	3V385	152 (3850)	80.1 (2035)	49.4 (1250)	6/6	2500 (1150)	3000 (1350)
	3V430	169 (4300)	86.0 (2185)	55.4 (1405)	6/6	7000 (3150)	7000 (3150)
	3V470	185 (4700)	91.3 (2320)	60.7 (1540)	6/6	6900 (3100)	6900 (3100)
	3V505	199 (5050)	96.3 (2450)	65.6 (1665)	6/6	6700 (3000)	6700 (3000)
	3V555	219 (5550)	103.7 (2635)	73.1 (1855)	6/6	6500 (2900)	6500 (2900)
	3V600	236 (6000)	113.6 (2890)	82.9 (2105)	6/6	6200 (2800)	6300 (2800)
	3V650	256 (6500)	123.4 (3135)	92.8 (2355)	6/6	4400 (2000)	5000 (2250)
	3V700	276 (7000)	133.3 (3390)	102.6 (2605)	6/6	3200 (1450)	4500 (2050)
						3000 (1350)	4000 (1800)

\*Without LBR

## STANDARD EQUIPMENT

### VEHICLE MANAGEMENT

- Vehicle Control Module (VCM)
- Operator security PIN access
- Interactive LCD meter panel
  - Hour meter, clock, calendar
  - On-board diagnostics
  - Programmable service reminders
  - Warning lights (oil pressure, transmission fluid, low coolant)
  - Speedometer & F/N/R transmission indicator
  - *LP*Max low fuel warning (LP/Dual Fuel)
  - Fuel gauge
  - Water temperature gauge

### POWERTRAIN / FUEL SYSTEM

- K21 & K25 electronic fuel injected industrial engines
- Electronic engine control system
- Three-way catalytic converter
- Swing-out LP bracket<sup>1</sup>
- Maximum travel speed control

### BRAKE

- Parking brake with warning buzzer
- Parking brake with transmission interlock

### MAST / HYDRAULIC SYSTEM

- Seat-actuated auto-mast lock system
- High visibility carriage<sup>1</sup>
- Three-spool control valve with pressure relief

### OPERATOR CONVENIENCES

- Full suspension seat with weight & lumbar adjustment
- Overhead guard-mounted LED headlights
- Adjustable tilt steering wheel with memory lever

### PROTECTION / SECURITY

- Operator Presence System
  - Auto-mast lock
  - Return-to-neutral
  - Parking brake with warning buzzer
- Horn
- Back-up alarm
- Cushioned stability control
- Five-piece overhead guard

## OPTIONAL EQUIPMENT

- *SmoothShift* System
- Starter interlock (low LP)
- Travel speed control (high/low speed selector)<sup>2</sup>
- Controlled acceleration (power/economy selector)<sup>2</sup>
- Radiator screen
- Open core radiator
- Air intake pre-cleaner
- Diffusion exhaust muffler
- Swing-down LP bracket<sup>1</sup>
- OptiView three-stage mast
- Separate lift & tilt control levers (no charge)
- Electronic fingertip hydraulic controls (seat-mounted)<sup>1</sup>
- Automatic fork leveling<sup>1</sup>
- Sideshifters (integral or hang-on)
- Tilt cylinder boots & covers
- Bottler's tilt
- Rearview mirrors (glass or impact resistant)
- Rear LED combination light package (turn, stop, back-up)
- Reverse-activated rear LED drive light
- Secure rear grip with horn button<sup>1</sup>
- Seatbelt interlocks
- UL safety rating<sup>1</sup>
- Self-adjusting back-up alarm
- Fire extinguisher
- Strobe lights
- Rotating beacons
- Steering wheel with spinner knob

<sup>1</sup> Available on select models. Contact your UniCarriers dealer for details.

<sup>2</sup> Features can be combined. Available with rocker or key switch. Select 'Economy setting always on' for greatest fuel savings.

## ERGONOMICS & COMFORT

The Platinum II Series offers a variety of operator conveniences for greater productivity including standard full suspension seat for enhanced shock absorption. Seat includes lumbar support adjustment, weight-adjustment plus operator restraint armrests. Non-cinching seat belt provides greater range of movement. Adjustable tilt steering column includes memory lever. Operator Presence System has Return-to-Neutral and Auto-Mast Lock (automatically locking mast lift and tilt when the operator leaves the seat). Audible and visual warnings notify operator if seat belt is not engaged while traveling, or if parking brake is not applied before exiting truck. Floating powertrain includes four independent dampers to reduce vibrations that can cause operator fatigue.

Compact front cowl offers generous leg and foot room. Low profile design provides ample head clearance. Optional secure assist grip is mounted to the rear, right pillar, keeping the operator's hand safely inside the compartment during reverse travel. Can be purchased with an optional swivel seat\* that pivots 15° to left and right. [Reduces headroom by 1" (25mm)]. Hydrostatic power steering system reduces operator effort for easier maneuvering and less fatigue. Automotive-style levers simplify repetitive actions for greater operator focus. Exclusive single hydraulic control lever design combines lift and tilt operations into one fluid motion for greater productivity. Separate control levers available at no charge. Optional auto-tilt leveling system assists operator during mast/fork positioning. Optional fingertip control levers with adjustable armrest\* provide enhanced comfort.

## EFFICIENCY & CONTROL

Welded metal assist grip combined with replaceable metal traction plate bolted to a wide, low entry step, provide secure footing and grip for this often-repeated task. Small steering wheel delivers control and provides operator with clear view of meter panel with visibility to warnings and indicators.

Control of maximum travel speed is adjustable through the meter panel by a trained service technician. Optional Power/Economy controlled acceleration mode adjusts throttle sensitivity to increase fuel efficiency, extend drivetrain life and reduce excessive tire wear. An optional LP tank holder swings out 90°, then pulls down to a manageable height, requiring less force for simplified change out.

Maintenance-free cushioned stability control with rubber dampers located between rear axle and body enhance lateral stability under normal driving conditions.

\*Available on select models.

## LEGENDARY K-SERIES INDUSTRIAL ENGINES

Platinum II cushion tire models are powered by GCT K21 (2.1 l) and K25 (2.5 l) electronically controlled fuel injected industrial engines which include a bottom-bypass design with thermostat to eliminate hot spots during start up and prolong engine life. Designed and tested specifically for industrial applications, K21 and K25 engines deliver power and torque (in the low rpm range) more efficiently. An engine protection and warning system is standard, reducing speed in case of excessive heat generation or oil pressure loss. System includes three main components (Engine Control Module (ECM), Vehicle Control Module (VCM), and Multi-function LCD). The ECM analyzes engine performance parameters and optimizes engine operation for enhanced productivity and lower fuel consumption. The ECM responds to sensor input by controlling basic engine-related functions (proper air/fuel ratio, torque and speed) based on application requirements. The VCM monitors sensors for changing conditions, alerting operator through warning indicators located on the meter panel. Communication among these components occurs through a Controller Area Network (CAN) system.

## LOW EMISSIONS

UCA's global commitment to preserving and protecting the environment is evident in our low emission engines. K21/K25 engines include a three-way catalytic muffler and an automotive-type, closed-loop design, providing cleaner exhaust emissions through lower CO (Carbon Monoxide) and combined HC+NOx (Greenhouse Gases) levels. Operators will experience low noise levels during idle and while driving at maximum travel speeds.

## LOWER OPERATING COSTS

No tools are required to remove the one-piece diamond tread floorboard, promoting fast, simple access to hydraulic and other serviceable components. Detachable side panels and a wide-open hood provide a roomy area for service technicians. Unique five-piece overhead guard simplifies replacement of individual components if necessary, saving time and money. An opening in the dash panel allows for fast brake fluid level checks. Multi-function LCD panel with on-board diagnostics reduces service time. Programmable service reminder settings keep periodic/planned maintenance on schedule.

**UNICARRIERS**  
**[ FORKLIFT ]**

UniCarriersAmericas.com

SS-PLATINUM-II-PN 09-2015 Printed in U.S.A.

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# Free Extended Warranty Sales Promotion

Offer Valid 6/1/16—12/31/16

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UniCarriers' industry leading, 2-year unlimited hour carriage to counterweight warranty just got better.....

Purchase, or lease, any new UniCarriers forklift and receive a 48-month, 8,000 hour \* Extended Powertrain Warranty FREE!

This is another reason to choose UniCarriers forklifts.  
Reliable products and great offers.



# UNICARRIERS®

UniCarriers Americas Corporation

\*Coverage valid for 48 months from warranty start date or 8,000 hours, whichever comes first. Additional terms and conditions apply. Call your local dealer for details.



# BID TABULATION SHEET

**FINANCE  
FORKLIFTS**

**IFB NO.: 16-49**

**DUE DATE: May 26, 2016**

**CONTRACT ANALYST: Elmer Garcia**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY (A)	UNIT OF MEASURE	FORKLIFT EXCHANGE, INC.		RELIABLE FORKLIFT SALES		NAUMANN HOBBS BID 1 Model: FG30N5-LJ 200"		NAUMANN HOBBS BID 2 Model: FG33N5-LE 199"		NAUMANN HOBBS BID 3 Model: FG33N5-LE 187"		NAUMANN HOBBS BID 4 Model: FG30N5-LE 186"	
				UNIT PRICE (B)	EXTENDED PRICE (A X B)	UNIT PRICE (B)	EXTENDED PRICE (A X B)	UNIT PRICE (B)	EXTENDED PRICE (A X B)	UNIT PRICE (B)	EXTENDED PRICE (A X B)	UNIT PRICE (B)	EXTENDED PRICE (A X B)	UNIT PRICE (B)	EXTENDED PRICE (A X B)
5.1	Industrial Forklift as per Specifications	2	Each	\$29,577.00	\$59,154.00	\$28,480.00	\$56,960.00	\$32,404.10	\$64,808.20	\$33,373.18	\$66,746.36	\$33,972.70	\$67,945.40	\$32,160.80	\$64,321.60
<b>GRAND TOTAL</b>					<b>\$59,154.00</b>		<b>\$56,960.00</b>		<b>\$64,808.20</b>		<b>\$66,746.36</b>		<b>\$67,945.40</b>		<b>\$64,321.60</b>

\*

### Award Determination

**Award is recommended to: FORKLIFT EXCHANGE, INC.**

**FORKLIFT EXCHANGE INC.** is deemed to be the lowest responsible and responsive bidder whose bid conforms in material respects to the requirements and criteria set forth in the Invitation for Bids.

**NOTES:**

\*Reliable Forklift Sales adds \$860 to the unit price if City uses Pro-Card. Total amount would be \$57,820.

\*Reliable Forklift proposed the DOOSAN Forklift Model G30E-5LP. DOOSAN Forklifts does not meet MRF's 8 hour days, 5 days a week rigorous performance requirement as determined by MRF maintenance records. When operated at this high use environment, DOOSAN forklifts indicated high rates of repair and service downtime (\$10,700 repair expenses from June 2014 through June 2016).



**From:** Garcia, Elmer  
**To:** [Garcia, Elmer](mailto:Garcia, Elmer)  
**Bcc:** "[Dan Bengtson](mailto:Dan Bengtson)"; "[Troy.hartrick@nhmh.com](mailto:Troy.hartrick@nhmh.com)"; [Ferullo, Karen](mailto:Ferullo, Karen)  
**Subject:** Notice of Intent to Award, IFB 16-49, Industrial Forklifts  
**Date:** Monday, August 15, 2016 1:48:00 PM

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## Notice of Intent to Award

**August 12, 2016**

**IFB Number: 16-49, Industrial Forklifts**

Thank you for participating and submitting an offer 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 the evaluation process of the offers received. The recommended award for this solicitation is to FORKLIFT EXCHANGE, INC. who was determined to be the lowest responsible and responsive bidder whose bid conforms in material respects to the requirements and criteria set forth in the Invitation for Bids.

If you have any questions, or would like further information about the award, please contact me on or before August 19, 2016.

Elmer Garcia, CPPB  
Contract Analyst  
[egarcia1@glendaleaz.com](mailto:egarcia1@glendaleaz.com)

**From:** Garcia, Elmer  
**To:** "[bobc@forkliftexchange.com](mailto:bobc@forkliftexchange.com)"; "[peter@forkliftexchange.com](mailto:peter@forkliftexchange.com)"  
**Cc:** [Romero, Jacob](#); [Ruiz, Ernie](#); [Southard, Robert](#)  
**Subject:** Notice of Intent to Award, IFB 16-49, Industrial Forklifts  
**Date:** Friday, August 12, 2016 11:34:00 AM

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August 12, 2016

Forklift Exchange, Inc.  
Attn: Bob Cannady, General Manager  
Peter Hart, Accounts Manager  
2240 W. Buckeye Road  
Phoenix, AZ 85009

Re: Notice of Intent to Award  
Invitation for Bids, IFB 16-49  
Industrial Forklifts

Dear Mr. Cannady and Mr. Hart:

The City of Glendale on this date offers your firm the Notice of Intent to Award for Industrial Forklifts as per the terms and conditions of IFB 16-49. Please note, the Notice of Intent to Award will be posted for seven days on our website; this is ample time for receipt of any formal protests. The City will be in contact with you in the coming weeks to finalize any contractual documents necessary to enter into this agreement. The appropriate staff has been copied on this email and will contact you accordingly.

The City of Glendale looks forward to working with you and your firm.

Sincerely,

Elmer Garcia, CPPB  
Contract Analyst  
City of Glendale  
Finance/Materials Management Department  
5850 W. Glendale Avenue, Suite 317  
Glendale, AZ 85301  
Tel: 623-930-2866  
Email: [egarcia1@glendaleaz.com](mailto:egarcia1@glendaleaz.com)





## Legislation Description

**File #:** 16-494, **Version:** 1

### **AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH DICK & FRITSCHÉ DESIGN GROUP, INC., TO PROVIDE CITY HALL SPACE NEEDS AND CONDITION ASSESSMENT**

Staff Contact: Jack Friedline, Director, Public Works

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

This is a request for City Council to authorize the City Manager to enter into a Professional Services Agreement with Dick & Fritsche Design Group, Inc., to provide City Hall space needs and condition assessment, in an amount not to exceed \$144,350. The term of the Agreement is for one year.

#### **Background**

The goal of this study is to obtain information regarding the current condition and square footage of the city's building assets, which assets are critical to sustaining the desired level of service, and what are the long-term building renewal funding requirements. This information is required for planning of the space.

This project is the initial phase of a long-term city-wide study, and will focus only on the existing City Hall and Council Chambers buildings.

#### **Analysis**

Dick & Fritsche Design Group, Inc. were selected from the pre-qualified Engineering Consultants On-Call List to provide the necessary services.

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

This study will assist City Management in making informed, data-driven investment decisions in their public facilities, thereby improving asset performance, minimizing costs and reducing risk.

#### **Budget and Financial Impacts**

Funding is available in the Fiscal Year 2016-17 Capital Improvement Plan Budget. Expenditures with Dick and Fritsche Design Group shall not exceed \$144,350 for the entire term of the Agreement.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$144,350</b>	<b>2070-70800-551000, Bldg. Maintenance Reserve</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**PROFESSIONAL SERVICES AGREEMENT**  
**CITY HALL FACILITY SPACE NEEDS AND CONDITION ASSESSMENT**  
**PROJECT NUMBER 161704**

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Dick & Fritsche Design Group, Inc., an Arizona corporation, ("Consultant") as of the \_\_\_\_ day of \_\_\_\_\_, 2016 ("Effective Date").

**RECITALS**

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, Project (the "Project");
- B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Project Scope of Work ("Scope");
- C. Consultant desires to provide City with professional services ("Services") consistent with best consulting or architectural practices and the standards set forth in this Agreement, in order to complete the Project; and
- D. City and Consultant desire to memorialize their agreement with this document.

**AGREEMENT**

The parties hereby agree as follows:

**1. Key Personnel; Other Consultants and Subcontractors.**

- 1.1 Professional Services. Consultant will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or contractors, retained by City.
- 1.2 Project Team.
  - a. Project Manager.
    - (1) Consultant will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, complete the project and handle all aspects of the Project such that the work produced by Consultant is consistent with applicable standards as detailed in this Agreement; and
    - (2) The City must approve the designated Project Manager.
  - b. Project Team.
    - (1) The Project Manager and all other employees assigned to the Project by Consultant will comprise the "Project Team."
    - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Consultant.
  - c. Discharge, Reassign, Replacement.
    - (1) Consultant acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in **Exhibit A**.
    - (2) Consultant will not discharge, reassign, replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Consultant, in which event the substitute must first be approved in writing by City.

- (3) Consultant will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties, or if the acts or omissions of that person are detrimental to the development of the Project.

d. Subcontractors.

- (1) Consultant may engage specific technical contractors (each a "Subcontractor") to furnish certain service functions.
- (2) Consultant will remain fully responsible for Subcontractor's services.
- (3) Subcontractors must be approved by the City.
- (4) Consultant will certify by letter that all contracts with Subcontractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The Services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Consultant's Work.**

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

3.2 **Licensing.** Consultant warrants that:

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

3.3 **Compliance.**

- a. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.
- b. Consultant must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Consultant will require any Sub-contractor to be bound to the same requirements as stated within this section. Consultant, and on behalf of any subcontractors, warrants compliance with this section.

3.4 **Coordination; Interaction.**

- a. For projects that the City believes requires the coordination of various professional services, Consultant will work in close consultation with City to proactively interact with

any other professionals retained by City on the Project ("Coordinating Project Professionals").

- b. Consultant will meet to review the Project, Schedule and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Consultant will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

### 3.5 Work Product.

- a. Ownership. Upon receipt of payment for Services furnished, Consultant grants to City, and will cause its Subconsultants or Subcontractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
  - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
  - (2) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
  - (1) City may reuse the Work Product at its sole discretion.
  - (2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.
  - (3) In such case, City will also remove any seal and title block from the Work Product.

## 4. **Compensation for the Project.**

- 4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed \$144,350.00 as specifically detailed in **Exhibit D** ("Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.
  - a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.
  - b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.
  - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.
- 4.3 Allowances. An "Allowance" may be identified in **Exhibit D** only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.

- a. As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts identified in Exhibit D and any unused allowance at the completion of the Project will remain with City.
- b. Consultant may not add any mark-up for work identified as an Allowance and which is to be performed by a Subconsultant.
- c. Consultant will not use any portion of an Allowance without prior written authorization from the City.
- d. Examples of Allowance items include, but are not limited to, subsurface pothole investigations, survey, geotechnical investigations, public participation, radio path studies and material testing.

4.4 Expenses. City will reimburse Consultant for certain out-of-pocket expenses necessarily incurred by Consultant in connection with this Agreement, without mark-up (the "Reimbursable Expenses"), including, but not limited to, document reproduction, materials for book preparation, postage, courier and overnight delivery costs incurred with Federal Express or similar carriers, travel and car mileage, subject to the following:

- a. Mileage, airfare, lodging and other travel expenses will be reimbursable only to the extent these would, if incurred, be reimbursed to City of Glendale personnel under its policies and procedures for business travel expense reimbursement made available to Consultant for review prior to the Agreement's execution, and which policies and procedures will be furnished to Consultant;
- b. The Reimbursable Expenses in this section are approved in advance by City in writing; and
- c. The total of all Reimbursable Expenses paid to Consultant in connection with this Agreement will not exceed the "not to exceed" amount identified for Reimbursable Services in the Compensation.

## 5. **Billings and Payment.**

### 5.1 Applications.

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

### 5.2 Payment.

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

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

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

- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

**6. Termination.**

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

- a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.

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

- a. Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provision of Sec. 5.
- b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

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

8. **Insurance.** For the duration of the term of this Agreement, Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Consultant, its agent(s), representative(s), employee(s) and any subcontractors.

8.1 **Minimum Scope and Limit of Insurance.** Coverage must be at least as broad as:

- a. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
- c. **Professional Liability.** Consultant must maintain a Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liability, with a liability insurance limit of **\$2,000,000** for each claim and a **\$2,000,000** annual aggregate limit.
- d. **Worker's Compensation:** Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.

8.2 Indemnification.

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

8.3 **Other Insurance Provisions.** The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:

- a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Consultant or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.
- b. For any claims related to this Project, the **Consultant's insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.

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

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



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

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

8.7 **Subcontractors.** Consultant shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.

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

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

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

11. **Notices.**

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

- a. The Notice is in writing; and
- b. Delivered in person or by 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.

11.2 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:

John Dick, AIA, Principal  
Michael Schmitt, AIA, Principal  
4545 E. McKinley Street  
Phoenix, AZ 85008

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

City of Glendale  
c/o Michael A. Johnson, Engineering Project Manager  
City of Glendale Engineering Department  
5850 West Glendale Avenue, Suite 315  
Glendale, Arizona 85301

With required copy to:

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

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

- c. Concurrent Notices.

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

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

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

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

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

13.2 Interpretation.

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

13.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

13.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.

13.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

13.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.

13.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

14. **Term.** The term of this Agreement commences upon the Effective Date and continues for a one year initial period. There are no automatic renewals of this Agreement.

15. **Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

16. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Scope of Work
Exhibit C	Schedule
Exhibit D	Compensation

(Signatures appear on the following page.)

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

City of Glendale,  
an Arizona municipal corporation

\_\_\_\_\_  
By: Kevin R. Phelps  
Its: City Manager

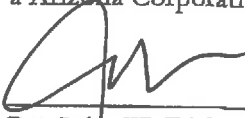
ATTEST:

\_\_\_\_\_  
Julie K. Bower (SEAL)  
City Clerk

APPROVED AS TO FORM:

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

Dick & Fritsche Design Group, Inc.,  
a Arizona Corporation

  
\_\_\_\_\_  
By: John W. Dick  
Its: Principal

**EXHIBIT A**  
**Professional Services Agreement**

**PROJECT**

Provide a Comprehensive Space Needs and Facility Condition Assessment for the City Hall Building, including the City Council Building.

The goal of this study is to obtain information about the current condition and square footage of the City's building assets, which assets are critical to sustaining the desired level of service, and what are the long-term building renewal funding requirements. This information is required for planning of the space.

This information will help City leaders make informed, data-driven investment decisions in their public facilities, thereby improving asset performance, minimizing costs and reducing risk.

**EXHIBIT B**  
**Professional Services Agreement**

SCOPE OF WORK

A. PROJECT SCOPE AND CRITERIA

1. The City's goal is to provide a Comprehensive Space Needs and Facility Condition for the existing City Hall building. The information provided in this study will enable City leaders to make informed decisions regarding public facilities. The condition of the infrastructure must be determined in conjunction with long-term space planning.
2. The Facility Condition study will include the following elements:
  - a. Provide comprehensive facility condition assessment using ASTM Standard E2018-15.
  - b. Estimate budget costs for recommended renewal and repair work.
  - c. Determine replacement value for existing buildings.
  - d. Confirm square footages based on City-provided space information.
  - e. Assess building serviceability using ASTM E1334.
  - f. Inspect the following:
    - Interior & exterior finishes
    - Roofing systems
    - Elevators
    - Equipment
    - Building structure
    - Special construction
    - Fire suppression
    - Communications
    - Electronic safety and security
    - Exterior improvements
    - HVAC
    - Plumbing
    - Electrical
  - g. Review the facilities for conformance with ADA and building code regulations.
  - h. Identify suspected hazardous materials for further analysis.
3. The Space Needs Assessment will include the following elements:
  - a. Meet with each department that has City Hall space, evaluate existing space conditions and deficiencies, and work with department leaders to estimate future space needs based on departmental growth.
  - b. Evaluate current space allocations against "best practices", using space standards recognized by other similar cities or agencies. From this data, prepare new space standards that can be used by the City in coming years to help determine the appropriate amount of square footage for each position.
  - c. Work with department leaders as well as city management to determine which departments need to be adjacent to other departments or functions. Analyze how the existing facility could be "restacked" to provide improved operational efficiency and functionality in the future.
  - d. Analyze support and ancillary functions on each floor including:
    - Public and staff restrooms (consider having all single-occupant / gender neutral toilets for the public in lieu of current setup)
    - Break rooms
    - Copy / work / support functions
    - Filing / storage
    - Maintenance
  - e. Part of this study will be to evaluate how departments could or should operate. City Hall currently has a lot of hard-wall offices and a maze of hallways. Many agencies are looking toward more current trends in

workspace, including open office areas, collaborative work environments, unassigned small private rooms that can be shared when privacy is required, plus an array of enclosed offices.

f. Our study will include an evaluation of sustainable practices that can not only provide tangible benefits to the City, but can improve workplace morale and efficiency; examples include natural daylighting, improved LED lighting, improved HVAC and controls, etc.

4. This project is the initial phase of a long-term city-wide study, and will focus only on the existing City Hall and Council Chambers buildings. Areas that are NOT part of this study include:

- a. Parking garages.
- b. Public plaza and site improvements.
- c. Utility infrastructure outside the building.
- d. Other City buildings beside City Hall / Council.

5. We have received PDF's of the original building plans and plans of subsequent remodels. We will use these documents as the basis for our study and planning.

6. Departments that have been identified as being located in City Hall, and are to be evaluated in this study, include the following:

- a. Mayor and Council
- b. City Clerk
- c. City Attorney
- d. Engineering
- e. Community Action Program (part of Community Services)
- f. Economic Development
- g. Budget & Finance (includes Accounting, Sales Tax, License, Revenue Recovery & Billing Services)
- h. Human Resources & Risk Management
- i. Facilities Management

Other departments and services not located in City Hall are not included in this study.

7. If the city cannot provide CAD or Revit files of existing floor plans, then DFDG will need to create a base model in Revit. This service will be shown as an optional cost in the fee proposal.

## B. BASIC SERVICES PROVIDED

1. DFDG will perform architectural services per the City's scope of work document, and as outlined above.

2. In order to comply with Facility Condition Assessment per ASTM E2018-15, it will be necessary for DFDG to retain specialty subconsultants including:

- a. Mechanical, plumbing and electrical (LSW Engineers).
- b. Structural systems (Gervasio & Associates).
- c. Cost estimating (Rider Levitt Bucknall)

We have identified subconsultant fees as separate line items so that the City may elect to contract directly for these services.

3. In addition to meetings with individual departments, our team will attend periodic review meetings with the City's project manager and facilities group. We have included up to 4 meetings, plus 2 separate meetings with City management and other officials to present concepts and findings.

4. Deliverables include:

- a. Preliminary Facilities Condition Assessment findings for review and discussion.
- b. Preliminary Needs Assessment and planning concepts for review and discussion.
- c. Final Facilities Condition Assessment including recommendations and cost estimates.

d. Final Needs Assessment and space plan concepts / stacking diagrams indicating proposed location / relocation of departments.

e. Deliverables will be in booklet format (10 hard copies plus electronic PDF files).

C. EXCLUSIONS The following services are not included in this proposal, and would be provided as Additional Services if requested by the City.

1. A change or increase in the project scope, or making revisions to the study or planning where such revisions are inconsistent with previously furnished information or approvals.
2. Actual design for remodel or remediation of building systems.
3. Analysis or abatement of asbestos or other hazardous materials if encountered.
4. Additional meetings or site visits beyond those identified in Section B.
5. Detailed measurement, field investigation or testing of existing building conditions that cannot be readily observed, or concealed conditions.
6. Design of modifications, repairs or replacement for building systems including mechanical, plumbing, electrical or special systems.
7. Layout or selection of furniture, workstations, or office equipment.
8. Inventory of existing furniture, workstations or equipment that might be reused in this project.
9. Design services beyond the conceptual study phase.
10. Laser scanning of existing building areas, or preparation of a BIM model of the existing buildings.



**EXHIBIT C**  
**Professional Services Agreement**

**SCHEDULE**

The time required to perform the Scope of Services is 60 calendar days from Notice to Proceed.

**EXHIBIT D**  
**Professional Services Agreement**

**COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

The Dick & Fritsche Design Group, Inc. compensation shall be hourly rates plus allowable reimbursable expenses.

**NOT-TO-EXCEED AMOUNT**

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed \$144,350.00.

**DETAILED PROJECT COMPENSATION**

1.	Facility Condition Assessment:		
	a.	Architectural:	\$20,240.00
	b.	Structural:	\$6,600.00
	c.	Mechanical / Electrical:	\$18,590.00
	d.	Cost Estimating:	\$8,020.00
	e.	Reimbursable Allowance:	\$500.00
		Subtotal – Facility Condition Assessment:	\$53,950.00
2.	Needs Assessment / Restack Analysis:		
	a.	Architectural:	\$72,840.00
	b.	Cost Estimating :	\$3,860.00
	c.	Reimbursable Allowance:	\$500.00
		Subtotal – Needs Assessment / Restack Analysis:	\$77,200.00
3	Owner's Contingency:		\$13,200.00
	<b>TOTAL COMPENSATION:</b>		<b>\$144,350.00.</b>



## Legislation Description

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**File #:** 16-497, **Version:** 1

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**AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH WESTERN STATES PETROLEUM, INC., FOR GASOLINE AND DIESEL FUEL, AND RATIFICATION OF EXPENDITURES**

Staff Contact: Jack Friedline, Director, Public Works

**Purpose and Recommended Action**

This is a request for City Council to authorize the City Manager to enter into a Linking Agreement with Western States Petroleum, Inc., for gasoline and diesel fuel in a not to exceed amount of \$15,300,000 for the entire term of the Agreement (initial term plus any renewals), and to authorize the City Manager to renew the Agreement, at the City Manager's discretion, for an additional two, one-year renewals, and to ratify previous expenditures in an approximate amount of \$200,000 for fuel provided between October 1, 2016 and award of the Agreement. The initial term of the Agreement is effective October 1, 2016 through September 30, 2019.

**Background**

In Fiscal Year 2015-16, the Fleet Management division of Public Works procured approximately 1.1 million gallons of fuel at a cost of approximately \$2.1 million in gasoline and diesel fuel for use by the city fleet as staff drove over 7 million miles to deliver essential services to the community. The service areas that routinely consume the most fuel include Police, Fire, Solid Waste, Transportation, and Water Services.

On September 22, 2015, the city entered into a Linking Agreement with Supreme Oil, Contract No. C-10286, for the purchase of diesel and gasoline fuel, utilizing a cooperative purchase agreement with the City of Mesa. The initial term of the Agreement was effective through June 30, 2016, and the City of Mesa extended the agreement effective through September 30, 2016 allowing the city to follow suit and provide Fleet Management additional time to procure another vendor for fuel services.

Western States Petroleum, Inc. was awarded a bid by the City of Mesa for Gasoline and Diesel Fuel. 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 #2016201 was awarded on September 12, 2016, effective on October 1, 2016 through September 30, 2019, and includes an option to renew the term for an additional two, one-year renewals, allowing the contract to be extended through September 30, 2021.

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

-149 of the Glendale City Code, per review by Materials Management.

### **Analysis**

Fleet Management worked with Materials Management to analyze existing cooperative purchasing agreements as well as the possibility of the city publicly bidding the purchase and it was determined it would be most advantageous to work with neighboring jurisdictions on a large volume agreement. The City of Mesa designed the cooperative purchasing agreement in conjunction with Mesa Unified School District No. 4, Town of Gilbert, Gilbert Public Schools, Tempe Union High School District, and the City of Glendale. This enabled Fleet Management to ensure the best possible fuel pricing, consistent inventory levels of fuel, and a delivery time of no more than 48 hours after placement of fuel order.

Western States Petroleum, Inc. provided a markup or discount per gallon for 10 types of fuel. Pricing during the contract will be based on the "Oil Price Information Service (OPIS)" index for Arizona, adjusted per the markup or discount, each Monday, and will be in effect for the week following publication of the OPIS index. Fuel usage is tracked and city departments are charged back on a monthly basis. Any fuel purchases that are anticipated to exceed this annual budget amount, due to fuel price increases or other circumstances, will be brought forward for further Council action to increase the spending limit.

The City of Mesa awarded the cooperative purchasing agreement on September 12, 2016, which was too late to sign an agreement and meet public posting guidelines for the September Council voting sessions, and the prior contract for fuel expired on September 30, 2016. Therefore, staff is requesting that Council ratify expenditures in an approximate amount of \$200,000.

### **Previous Related Council Action**

On September 22, 2015, City Council authorized entering into a Linking Agreement with Supreme Oil Company, Contract No. C-10286, for the purchase of gasoline and diesel fuel for city fleet in an amount not to exceed \$3,400,000 annually.

On June 25, 2013, City Council authorized the expenditure of funds with Supreme Oil Company for the purchase of gasoline and diesel fuel for City fleet in an amount not to exceed \$3,750,000 annually.

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

The expedient delivery of fuel and the ability to maintain proper inventory levels at city fuel pump locations are critical for the uninterrupted delivery of city services to the community, such as police and fire emergency response, water and wastewater operations, transportation services, and solid waste collection.

### **Budget and Financial Impacts**

Funding is available in the Fiscal Year 2016-17 Fuel Services budget. Expenditures with Western States Petroleum, Inc. are not to exceed \$15,300,000 over the entire term of the Agreement, contingent upon annual Council Budget approval.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$2,547,878</b>	<b>2590-18301-523200, Fuel Services</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  
WESTERN STATES PETROLEUM, INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and made to be effective on October 1, 2016 ("Effective Date"), between the City of Glendale, an Arizona municipal corporation (the "City"), and Western States Petroleum, Inc., an Arizona corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

**RECITALS**

- A. On October 1, 2016, under the S.A.V.E. Cooperative Purchasing Agreement, the City of Mesa entered into a contract with Contractor to purchase the goods and services described in the Gasoline and Diesel Fuel Contract, Contract No. 2016201 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

**AGREEMENT**

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

1. **Term of Agreement.** The City is purchasing the supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement purchases can be made by governmental entities from the date of award, which was October 1, 2016, until the date the contract expires on September 30, 2019, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond September 30, 2021. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until

8/10/16

September 30, 2019. The City Manager or designee, however, may renew the term of this Agreement for two (2) one-year periods until the Cooperative Purchasing Agreement expires on September 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 renewal.

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

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

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed \$15,300,000 for the entire term of the Agreement (initial term plus any renewals).

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

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

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

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

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

9. 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, Ste 111  
Glendale, Arizona 85301  
623-930-2621

and

Western States Petroleum, Inc.  
c/o Aaron Williamsen  
450 S. 15<sup>th</sup> Avenue  
Phoenix, Arizona 85007

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

Western States Petroleum, Inc.,  
an Arizona corporation

By: \_\_\_\_\_  
Kevin R. Phelps  
City Manager

By: Robert K. Kec  
Name: Bob Kec  
Title: President

ATTEST:

\_\_\_\_\_  
Julie K. Bower (SEAL)  
City Clerk

APPROVED AS TO FORM:

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



**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
WESTERN STATES PETROLEUM, INC.**

**EXHIBIT A  
CITY OF MESA, CONTRACT NO. 2016201**

**GASOLINE AND DIESEL FUEL**



AGREEMENT PURSUANT TO SOLICITATION  
CITY OF MESA CONTRACT NUMBER 2016201  
GASOLINE AND DIESEL FUEL

**CITY OF MESA, Arizona ("City")**

Department Name	City of Mesa – Purchasing Division
Mailing Address	P.O. Box 1466
	Mesa, AZ 85211-1466
Delivery Address	20 East Main St, Suite 400
	Mesa, AZ 85201
Attention	Darryl Woodson, Senior Procurement Officer
E-Mail	<a href="mailto:darryl.woodson@mesaaz.gov">darryl.woodson@mesaaz.gov</a>
Telephone	(480) 644-3261
Facsimile	(480) 644-2655

**AND**

**WESTERN STATES PETROLEUM, INC. ("Contractor")**

Mailing Address	450 South 15 <sup>th</sup> Avenue
	Phoenix, AZ 85007
Delivery Address	
Attention	Aaron Williamsen
E-Mail	<a href="mailto:aaron@westernstatespetroleum.com">aaron@westernstatespetroleum.com</a>
Telephone	602-316-1293
Facsimile	602-340-9621

## CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This agreement pursuant to solicitation ("Agreement") is entered into this 12<sup>th</sup> day of September, 2016, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and Western States Petroleum, Inc., a State corporation ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

### RECITALS

- A. The City issued solicitation number 2016201 ("Solicitation") for **Gasoline and Diesel Fuel**, to which Contractor provided a response ("Response"); and
- B. The City selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the services/materials described in the Solicitation and Response.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

### TERMS & CONDITIONS

1. **Term.** This Agreement is for a term beginning on **October 1, 2016** and ending on **September 30, 2019**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.

1.1 **Renewals.** On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of two (2) one (1) year periods. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

1.2 **Extension for Procurement Processes.** Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a vendor to provide the services/materials provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

1.3 **Delivery.** Delivery shall be made to the location(s) contained in the Scope of Work within two (2) days after receipt of an order.

2. **Scope of Work.** The Contractor will provide the necessary staff, services and associated resources to provide the City with the services, materials, and obligations attached to this Agreement as **Exhibit A** ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.

3. **Orders.** Orders be placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) Notice to Proceed, or (iii) Delivery Order off of a Master Agreement for Requirement Contract where multiple as-needed orders will be placed with the Contractor. The City may use the Internet to communicate with Contractor and to place orders as permitted under this Agreement

4. **Document Order of Precedence.** In the event of any inconsistency between the terms of the body of the Agreement, the Exhibits, the Solicitation, and Response, the language of the documents will control in the following order.

- a. Agreement
- b. Exhibits
  - 1. Mesa Standard Terms & Conditions
  - 2. Scope of Work
  - 3. Service Level Agreement/Business Associate Agreement (if applicable)
  - 4. Other Exhibits not listed above
- c. Solicitation including any addenda
- d. Contractor Response

5. **Payment.**

5.1 **General.** Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in **Exhibit B** ("**Pricing**") in consideration of Contractor's performance of the Scope of Work during the Term.

5.2 **Prices.** All pricing shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement, and include all costs of the Contractor providing the materials/service including transportation, insurance and warranty costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

The Contractor further agrees that any reductions in the price of the materials or services covered by this Agreement will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

5.3 **Price Adjustment.** Any requests for reasonable price adjustments must be submitted in accordance with this Section 5.3. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustment in providing the services/materials under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

5.4 **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial Term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the parties. The Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.

5.5 **Invoices.** Payment will be made to Contractor following the City's receipt of a properly completed invoice. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

- a. Contractor name, address, and contact information;
- b. City billing information;
- c. City contract number as listed on the first page of the Agreement;
- d. Invoice number and date;
- e. Payment terms;
- f. Date of service or delivery;
- g. Description of materials or services provided;
- h. If materials provided, the quantity delivered, pricing of each unit, and freight charges (as applicable);
- i. Applicable Taxes; and
- j. Total amount due.

5.6 **Payment of Funds.** Contractor acknowledges the City may, at its option and where available use a Procurement Card/e-Payables to make payment for orders under the Agreement. Otherwise, payment will be through a traditional method of a check or Electronic Funds Transfer (EFT) as available.

5.7 **Disallowed Costs, Overpayment.** If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for materials/service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

## 6. **Insurance.**

6.1 Contractor must obtain and maintain at its expense throughout the term of Contractor's agreement, at a minimum, the types and amounts of insurance set forth in this Section 6 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the materials/service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.

6.2 Nothing in this Section 6 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.

6.3 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.

6.4 Each insurance policy required under the Agreement must be in effect at or prior to the execution of the Agreement and remain in effect for the term of the Agreement.

6.5 Prior to the execution of the Agreement, Contractor will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.

- 6.6 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.
- 6.7 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor.
- 6.8 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.
- 6.9 **Types and Amounts of Insurance.** Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:
  - 6.9.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.
  - 6.9.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$3 million per occurrence/\$5 million aggregate Commercial General Liability insurance, including Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.
  - 6.9.3 Automobile liability, bodily injury and property damage with a limit of \$1 million per occurrence/\$2 million aggregate including owned, hired and non-owned autos.
7. **Requirements Contract.** Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed within a reasonable period of time of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. The City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of product, or performance of services.
8. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor as listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth the Mesa Standard Terms and Conditions that is attached to the Agreement as **Exhibit C**.
9. **Representations of Contractor.** To the best of Contractor's knowledge, Contractor agrees that:
  - a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;
  - b. Performance of the services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;

- c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and
  - d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.
10. **Mesa Standard Terms and Conditions.** Exhibit C to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.
11. **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.
12. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.
- Exhibits to this Agreement are the following:
- o (A) Scope of Work
  - o (B) Pricing
  - o (C) Mesa Standard Terms and Conditions
13. **Attorneys' Fees.** The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation related costs and fees from the other Party.
14. **Additional Acts.** The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.
15. **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

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**RESPONDENT CERTIFICATION**

**By submitting the Response and signing this Certification, the Respondent understands and certifies to all of the following:**

- a) The information provided in Respondent's Response is true and accurate to the best of Respondent's knowledge.
- b) Respondent is under no legal prohibition that would prevent Respondent from contracting with the City of Mesa.
- c) Respondent has read and understands the Solicitation packet as a whole (including attachments, exhibits, and referenced documents) and: (i) can attest that Respondent is in compliance with the requirements of the Solicitation packet; and (ii) is capable of fully carrying out the requirements of the Solicitation as set forth in Respondent's Response.
- d) To Respondent's knowledge, Respondent and Respondent's employees have no known, undisclosed conflicts of interest as defined by applicable law or City of Mesa Procurement Rules. If Respondent or Respondent employees have a known conflict of interest, Respondent has disclosed the conflict in its Response.
- e) Respondent did not engage in any anti-competitive practices related to its Response or the Solicitation. The prices offered by Respondent were independently developed without consultation or collusion with any other Respondents or potential Respondents.
- f) No gifts, payments or other consideration were made to any City employee, officer, elected official, agent, or consultant who has or may have a role in the procurement process for the services/materials covered by the Solicitation.
- g) Respondent grants the City of Mesa permission to copy all parts of its Response including, without limitation, any documents and materials copyrighted by Respondent: (i) for the City's use in evaluating the Response; and (ii) to be disclosed in response to a public records request under Arizona's public records law (A.R.S. § 39-121 et. seq.) or other applicable law, subpoena, or other judicial process provided such disclosure is in accordance with City of Mesa Procurement Rule 6.13.
- h) If a contract is awarded to Respondent as a result of the Response submitted to the Solicitation Respondent will:
  - i. Provide the materials or services specified in the Response in compliance with all applicable federal, state, and local statutes, rules and policies;
  - ii. Honor all elements of the Response submitted by Respondent to the City including, but not limited to, the price and the materials/services to be provided; and
  - iii. Enter into an agreement with the City based on the terms and conditions of the Solicitation and the Response, subject to any negotiated exceptions and terms.
- i) Respondent is current in all obligations due to the City including any amounts owed the City and any licenses/permits required for the general lawful conduct of business. Respondent shall acquire all licenses/permits necessary to lawfully conduct business specific to the Solicitation prior to the execution of a contract with the City pertaining to the Solicitation.
- j) The signatory of this Certification is an officer or duly authorized agent of Respondent with full power and authority to submit binding offers for the goods/services specified herein. Respondent intends by the submission of this Certification to be bound by the terms of the Certification, Solicitation, and Response, subject to any negotiated terms/exceptions.

**ACCEPTED AND AGREED TO BY RESPONDENT:**

Company Name: Western States Petroleum, Inc

Signature: 

Printed Name: Aaron Williamsen

Title: Sales

Date: 06-21-2016



**City Acceptance of Offer**

**ACCEPTANCE OF OFFER:**

The offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract, including all terms and conditions, specifications, addenda, etc. This contract shall henceforth be referred to as Contract Number 2016201.

Awarded this 12th day of September, 2016.

  
\_\_\_\_\_  
Edward Quedens  
As Business Services Director

Digitally signed by Edward Quedens  
DN: cn=Edward Quedens, o=City of  
Mesa, ou=Business Services  
Department  
c=US, email=ed.quedens@mesaaz.gov,  
Date: 2016.09.13 14:55:42 -07'00'

**RECOMMENDED BY:**

By:   
\_\_\_\_\_

## SCOPE OF WORK

1. **INTENT:** The intent is to establish a three (3) year supply contract for gasoline and diesel fuel with a single firm. This contract will supply fuel to the City of Mesa, Mesa Unified School District No. 4, Town of Gilbert, Gilbert Public Schools, Tempe Union High School District and the City of Glendale. To ensure continuity for all agencies, the City's goal is to award to a single firm but reserves the right to multiple award if it is determined to be in the best interest of the agencies listed above.
2. **INVENTORY LEVELS.** The bidder's inventory level shall be sufficient to provide daily support of each agency. Failure to supply item(s) within forty-eight (48) hours of order placement may result in ordering from an alternate supplier. Repeated incidents of late delivery shall be grounds for termination of the contract.
3. **HAZARD COMMUNICATION REQUIREMENTS.** The successful bidder agrees to provide Material Safety Data Sheets for all substances that come under the Federal Toxic and Hazardous Substance - Hazard Communication Standard, (reference - Occupational Safety and Health Standard, Subpart -2- Toxic and Hazardous Substances - Hazardous Communication Standard. Section 1910 - 1200 Hazard Communication). MSDS copies will be provided separately and simultaneously to each City, Town and School Districts listed above.
4. **OPIS INDEX PRICING.** Bidders will be required to provide a fee (markup/discount) to be charged or deducted per gallon from the OPIS index price published every Monday. Bid prices shall be in cents per gallon to four decimal points and shall be based upon the "Oil Price Information Service (OPIS)" index for Arizona. Bidders will insert the amount of markup or discount upon which their price is calculated against the OPIS index. Pricing during the contract will be based on the OPIS average rack price as determined each Monday and will be in effect for the week following publication as outlined in the OPIS index. The successful bidder shall e-mail a copy of the weekly OPIS index to each agency and school's Fleet Services or the school's District Vehicle Maintenance office.
5. **EXCISE TAX REBATES & ON ROAD AND OFF ROAD TAXES.** Barring future prohibitive legislation, the successful bidder agrees to sell all gasoline and diesel fuel to the Agencies FREE OF FEDERAL EXCISE TAX. The Cities and agencies are F.E.T. exempt, and the supplier agrees to accept responsibility for filing for tax credits or refunds in accordance with IRS Notice 88-13 (February 8, 1988) and the Budget Reconciliation Act of 1987. The City and other participating agencies will furnish exemption certificates upon request.
6. **SPLIT DELIVERY AND TOP-OFF LOAD REQUIREMENTS.** The City and the named agencies currently request that some deliveries be split between two locations. It is highly preferable that these services continue to be available. The Arizona Department of Weight and Measures requires an annual vapor recovery test be performed on all qualifying tanks. In order to comply with this directive, top-off loads will be requested as necessary. The bidder shall indicate whether split deliveries and top-off loads are offered in the space provided on the bid form and specify the charges, if any, for such services.
7. **SPILLAGE.** The supplier will be responsible for the clean-up of any contamination or spillage resulting from delivery and unloading. A clear notation of all spills must be made on all delivery tickets and the order desk must be notified immediately after the spill occurs.
8. **DELIVERY TICKETS.** As required by ADEQ Tier II laws, all delivery tickets must delineate the supplier's name, address, brand of fuel, grade of fuel and dip stick reading prior to unloading and shall be provided at time of delivery. An additional notation of the spill bucket being clean and dry when the driver leaves the drop site must all be made on the delivery ticket. The buyer shall only authorize payment for the actual quantity of fuel delivered to each site.
9. **DELIVERY METHOD.** Tank Wagon deliveries for gasoline and diesel shall be for a maximum of 4,999 gallons. Truck and Trailer deliveries for gasoline shall be for a minimum of 5,000 gallons. Vehicles shall be owned or leased by the Seller and operated by employees of the Seller.

## 10. INVOICING INSTRUCTIONS

### **City of Mesa**

The City will pay the supplier within ten (10) days of product acceptance, providing a properly documented delivery ticket and a certified invoice, in duplicate, is furnished to:

City of Mesa  
Fleet Services  
310 E. 6th Street  
P. O. BOX 1466  
Mesa, AZ 85211-1466  
[jim.ruiz@mesaaz.gov](mailto:jim.ruiz@mesaaz.gov) (480) 644-5666  
[Denise.ruther@mesaaz.gov](mailto:Denise.ruther@mesaaz.gov) (480) 644-6925

### **Mesa Public Schools**

The District will pay the supplier within ten (10) days of product acceptance, providing a properly documented delivery ticket and a certified invoice, in duplicate, is furnished to:

Mesa Unified School District No. 4  
Accounts Payable  
63 E. Main Street #101  
Mesa, AZ 85201-7422  
Vehicle Maintenance: [bvestrada@mpsaz.org](mailto:bvestrada@mpsaz.org)  
Accounts Payable: [lcalvarez@mpsaz.org](mailto:lcalvarez@mpsaz.org)  
[Plnorthey@mpsaz.org](mailto:Plnorthey@mpsaz.org) (480) 472-0146

### **Town of Gilbert**

The Town will pay the supplier within twenty (20) days of product acceptance, providing a properly documented delivery ticket and a certified invoice, in duplicate, is furnished to:

Attn: NASC - North Area Service Center  
900 E. Juniper Avenue  
Gilbert, AZ 85296

Attn: SASC - South Area Service Center  
4760 S. Greenfield Road  
Gilbert, AZ 85296

Attn.: Jeff Stein (all Fire Stations)  
4760 S. Greenfield Road  
Gilbert, AZ 85296

[Douglas.Boyer@gilbertaz.gov](mailto:Douglas.Boyer@gilbertaz.gov) (480) 503-6858

[Bill.kohn@gilbertaz.gov](mailto:Bill.kohn@gilbertaz.gov) (480) 503-6426

### **City of Glendale**

The City will pay the supplier within twenty (20) days of product acceptance, providing a properly documented delivery ticket and a certified invoice, is furnished to:

City of Glendale  
Equipment Management  
6210 W. Myrtle Avenue, Suite 111  
Glendale, AZ 85301-1700  
[Sressler@glendaleaz.com](mailto:Sressler@glendaleaz.com) (623) 930-2696

**Gilbert Public Schools**

Gilbert Public Schools will pay the supplier within twenty (20) days of product acceptance, providing a properly documented delivery ticket and a certified invoice, in duplicate, is furnished to:

Gilbert Complex - Accounts Payable  
140 S. Gilbert Road  
Gilbert, AZ 85212

Power Annex – Accounts Payable  
7025 E. Guadalupe Road  
Gilbert, AZ 85212

[Maria.reed@gilbertpublicschools.net](mailto:Maria.reed@gilbertpublicschools.net) (480)497-3382

**Tempe Union High School District**

Tempe Union High Schools will pay the supplier within thirty (30) days of product acceptance, providing a properly documented delivery ticket and a certified invoice, in duplicate, is furnished to:

500 West Guadalupe Road  
Tempe, AZ 85283  
[ap@tempeunion.org](mailto:ap@tempeunion.org)

[pferrin@tuhsd.k12.az.us](mailto:pferrin@tuhsd.k12.az.us) (480) 345-3725

[tsnow@tuhsd.k12.az.us](mailto:tsnow@tuhsd.k12.az.us)

**General Note**

Prices and extensions must appear on all copies of an invoice. The supplier will be promptly notified of any disputed invoice.

11. **FUEL SPECIFICATIONS.** Gasoline to be refinery blended. Bidders shall furnish detailed specifications of the fuel offered upon request. MSDS sheets are required to be submitted with the bid.

Motor Fuel Specifications:

**Unleaded Gasoline**, 87 minimum octane per ASTM D-4814.

Pricing Unit = Gallon

**Diesel Motor Fuel, Ultra-Low Sulphur** per ASTM D-975-02, Grade 2D and Federal Specification VVF-8008, Grade of 2.

Pricing Unit = Gallon

**Diesel Motor Fuel, Ultra-Low Sulphur** (Red Dye) per ASTM D-975-02, Grade 2D and Federal Specification VVF8008, Grade of 2.

Pricing Unit = Gallon

**Diesel Motor Fuel, Biodiesel, B20** per ASTM D-6751, Grade 2D and Federal Specification VVF8008, Grade of 2.

Pricing Unit = Gallon

**E-85; E-80; E-75** per ASTM D-5798, Ethanol Fuel Blends

Pricing Unit = Gallon

12. **OXYGENATED FUEL PROGRAM.** Maricopa County has mandated an oxygenated fuel program to be used by each agency during predetermined months of this contract. The bidder must be able to supply unleaded regular gasoline as an oxygenated blend that will comply with Maricopa County requirements. This should include the ability to supply ethanol.
13. **INSURANCE REQUIREMENTS.** Contractor shall maintain coverage for all general, contractual and products liability risks normally associated with the goods and materials and/or services

covered by this contract.

The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$3 million per occurrence/\$5 million aggregate Commercial General Liability insurance, including Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.

The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence Automobile Liability insurance.

The Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statute.

Prior to the execution of the Contract, the Contractor shall provide the City with a Certificate of Insurance (using appropriate ACORD certificate) SIGNED by the Issuer, applicable endorsements, and the City reserves the right to request additional copies of any or all of the above policies, endorsements, or notices relating thereto.

When the City requires a Certificate of Insurance to be furnished, the Contractor's insurance shall be primary of all other sources available. When the City is a certificate holder, the Contractor agrees that no policy shall expire, be canceled or materially changed to affect the coverage available without advance written notice to the City.

**"Waiver of Subrogation.** The policies required by this agreement (or contract) shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, elected officials, officers, employees, and volunteers for any claims arising out of the work of Contractor." All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Manager.

14. **TERM:** This Request for Bids is for a firm, fixed price purchasing contract to cover a three (3) year term.

15. **RENEWALS:** Upon the mutual written agreement of the Parties, the Term may be renewed up to a maximum of two (2) one (1) year periods. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

16. **EXTENSIONS:** Upon the expiration of the Term of the Agreement, including any renewals permitted herein, at the City's sole discretion the Agreement may be extended for a maximum of six (6) months to allow for the City's procurement processes in the selection of a vendor to provide the services/materials under this Agreement. The City intends to notify the Contractor in writing of its desire to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

17. **PRICE:**

a. **PRICE:** The price shall be based on the OPIS average rack price for Arizona published every Monday.

The price shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement, and include all costs of the Contractor providing the materials/service including transportation, insurance and warranty costs. No fuel surcharges will be accepted or allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

b. **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial Term. If the Agreement is renewed in accordance with Section 6, percentages may not be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the parties. The Contractor may submit a

request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.

**EXHIBIT C**  
**MESA STANDARD TERMS AND CONDITIONS**

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.
2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.
3. **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.
4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
5. **NO THIRD PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.
6. **NON- EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.
8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.
9. **COMPLIANCE WITH APPLICABLE LAWS.**
  - a. **General.** Contractor must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.
  - b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified

in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel, and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

- c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.
  - i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").
  - ii. A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
  - iii. The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.
  - iv. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.
  - v. Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).
- d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.
- e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods of services to the City.

10. **SALES/USE TAX, OTHER TAXES.**

- a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.



- b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is not exempt from state and local sales/use taxes.
- 11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.
- 12. **PUBLIC RECORDS.** Contractor acknowledges that the City is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.
  - 12.1. If Contractor believes document related to the Agreement contains trade secrets or other proprietary data, Contractor must notify the City and include with the notification a statement that explains and supports Contractor's claim. Contractor also must specifically identify the trade secrets or other proprietary data that Contractor believes should remain confidential.
  - 12.2. In the event the City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, the City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, the City may release the information without further notice to Contractor.
- 13. **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.
- 14. **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.
- 15. **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.
- 16. **DEFAULT.**
  - a. A party will be in default if that party:
    - i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;
    - ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;

- iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or
    - iv. Fails to carry out any term, promise, or condition of the Agreement.
  - b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.
  - c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.
  - d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.
- 17. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:
  - a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
  - b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the bid and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.
  - c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
  - d. Neither party will be liable for incidental, special, or consequential damages.
- 18. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.
- 19. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.
- 20. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.
- 21. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate

the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.

22. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor will be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.
23. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.
24. **INDEMNIFICATION/LIABILITY.**
  - a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the services provided by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with or fulfill the obligations established by this Agreement.
  - b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.
  - c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.
25. **WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The City's acceptance of service or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If any materials or services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.

Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.
26. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.
27. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of materials or services or any materials or services at all under this Agreement and acknowledges and agrees that the materials or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.

28. **OWNERSHIP.** All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.
29. **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.
30. **PROHIBITED ACTS.** Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at the City.
31. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.
32. **RISK OF LOSS.** Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.
33. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.
34. **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.
35. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.
36. **CONTRACT ADMINISTRATION.** The contract will be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the contract administrator(s).
37. **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose

performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

38.

**COOPERATIVE USE OF CONTRACT.** The City has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

The City currently holds or may enter into Intergovernmental Governmental Agreements (IGA) with numerous governmental entities. These agreements allow the entities, with the approval of Contractor, to purchase their requirements under the terms and conditions of this Agreement.

A contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact with pupils. A school district, its governing board members, its school council members and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members or its employees are guilty of gross negligence or intentional misconduct.

Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors and their employees will not provide services on school district properties until authorized by the school district.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.

39. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.
40. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.
41. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Maricopa County, Arizona.
42. **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.

43. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.
44. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.
45. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.
46. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to Arizona Revised Statutes Sections 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract or loan) must demonstrate his or her lawful presence in the United States. As the Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes as applicable.

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
WESTERN STATES PETROLEUM, INC.**

**EXHIBIT B  
Scope of Work**

**PROJECT**

The purchase of gasoline and diesel fuel for City of Glendale on an as-needed basis for Fleet Management of the Public Works Department.



## NOTICE OF SOLICITATION

Publish Date: June 16, 2016

SOLICITATION # 2016201

### **REQUEST FOR BID FOR: GASOLINE AND DIESEL FUEL**

#### **BID DUE DATE AND TIME: JULY 14, 2016 – 3:00 P.M. LOCAL ARIZONA TIME**

Notice is hereby given **sealed bids excluding price** will be received by the Purchasing Division, City of Mesa, Mesa City Plaza, 20 East Main Street, Suite #400, Mesa, Arizona 85201, until the date and time cited above. Bids received by the correct date and time will be opened publicly and read aloud by the Purchasing Division's Procurement Administrator (or designated representative).

Vendors who submit responses to the solicitation to provide gasoline and diesel fuel will be **qualified** by the City and will be **invited to participate in a Reverse Auction** starting at **2:00 P.M., Local Arizona Time, July 21, 2016.**

#### **VENDOR CONFERENCE:**

**Date and Time:** July 7, 2016 at 10:00 a.m. Arizona Time

**Location:** Mesa City Plaza Building  
20 E. Main Street, Conference Room 450 South  
Mesa, AZ 85201

The conference provides interested parties an opportunity to discuss the City's needs and ask questions.

Please read the entire solicitation package and submit the bid in accordance with the instructions. This document (less this invitation and the instructions) and any required response documents, attachments, and submissions will constitute the bid. Bid envelopes with insufficient postage will not be accepted by the City of Mesa

Bids must be in the actual possession of the Purchasing Division Office at the location indicated, on or prior to the exact date and time indicated above. Late submittals shall not be considered under any circumstances.

Questions concerning this solicitation should be directed, IN WRITING, to the following Purchasing contacts or their designees:

#### **Technical Questions:**

**Darryl Woodson, CPPB**  
Senior Procurement Officer  
PHONE: 480-644-3261  
FAX: (480) 644-2655  
[darryl.woodson@MesaAZ.gov](mailto:darryl.woodson@MesaAZ.gov)

#### **General or Process Questions:**

**Cyndi Gonzales, MBA**  
Procurement Specialist  
PHONE: 480-644-2179  
FAX: (480) 644-2655  
[cyndi.gonzales@MesaAZ.gov](mailto:cyndi.gonzales@MesaAZ.gov)

**NOTE:** THE CITY OF MESA PUBLISHES ITS SOLICITATIONS, ATTACHMENTS, AND ADDENDA ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS: <http://www.mesaaz.gov/business/purchasing>

All vendors wishing to conduct business with the City are required to register and maintain all information used for the notification of solicitation opportunities and issuance of payment in the Vendor Self Service (VSS) system. To register and view additional vendor information, go to <http://mesaaz.gov/business/purchasing/vendor-self-service>.



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## INSTRUCTIONS

1. **GENERAL:** Please read the entire Solicitation package and all attachments before submitting a Response. Responses must be in accordance with the provisions, specifications and instructions set forth herein and will be accepted until the date and time the Response is due.
2. **VENDOR QUESTIONS:** All questions regarding the contents of this Solicitation, and Solicitation process (including requests for ADA accommodations), must be directed solely to the Procurement Officer or the Purchasing Administrator. Questions should be submitted in writing via letter, fax or email. Questions received less than seven (7) calendar days prior to the due date and time for Responses may be answered at the discretion of the City.
3. **INSTRUCTIONS FOR PREPARING AND SUBMITTING RESPONSE:** Respondents will have the option to submit their responses either electronically or physically through hard copy response. Respondents shall provide their Responses in accordance with the following form and content requirements:

### **ELECTRONIC RESPONSE:**

- a. Responses shall be submitted through the City of Mesa's Purchasing Website at <http://www.mesaaz.gov/business/purchasing/bid-opportunities> under the appropriate solicitation opportunity. Submissions submitted elsewhere or under the wrong solicitation will not be considered.
- b. Responses must be signed by an authorized representative of Respondent with the authority to bind Respondent to make such commitments to the City set forth in the Response.
- c. Responses should be specific to the Solicitation and present details on all requested information in a concise manner.

### **HARD COPY RESPONSE:**

- d. Submit **one (1) original hardcopy** of all Response documents along with **one (1) copy**. Do **not** use spiral binding or comb binding on Responses or any Response documents. Three-ring binders are preferred for large submissions.
- e. Submit **one (1) CD or flash drive** providing all Response documents in PDF, Word, and Excel (utilize Excel only if spreadsheets/graphs/charts are included as a part of the Response).
- f. All Responses must be signed, sealed and addressed to the Purchasing Division and Respondents shall address all Responses identified with a shipping address, serial number, and title in the following manner:

City of Mesa  
Mesa City Plaza - Purchasing Division  
20 East Main Street, Suite 400  
Mesa, Arizona 85201

### **RFB – 2016201 GASOLINE AND DIESEL FUEL**

- Responses must be signed by an authorized representative of Respondent with the authority to bind Respondent to make such commitments to the City set forth in the Response.
- g. Responses should be specific to the Solicitation and present details on all requested information in a concise manner.
  - h. Responses should be specific to the Solicitation and present details on all requested information in a concise manner.

## INSTRUCTIONS

4. **RESPONSE CHECKLIST:** This checklist is provided for your convenience. It is not necessary to return a copy with your Response. Only submit the requested forms and any other requested or descriptive literature.
- Response will be sent in time to be received by the City before the Response due date and time.
  - Original and proper number of copies submitted
  - Response container properly labeled
  - Required Response Forms completed and included (Attachment A)
  - Respondent Questionnaire form completed and included (Attachment B)
  - Reverse Auction Procedures, Terms and Conditions completed and included (Attachment D)
  - W-9 Request for Taxpayer Identification Number and Certification form completed and included (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)
5. **ADDENDA:** Any changes to the solicitation document will be in the form of an addendum. Addenda are posted on the City website. Contractors are cautioned to check the Purchasing Website or the Self Service portal for addenda prior to submitting their Response. The City will not be held responsible if a vendor fails to receive any addenda issued. *The City shall not be responsible for any oral changes to these specifications made by any employees or officer of the City and Contractors are cautioned not to rely on any such changes.* Failure to acknowledge receipt of an addendum may result in disqualification of a Response.
6. **RESPONSE OPENING:** The City will open all Responses properly and timely submitted, and will record the names and other information specified by law and rule. No responsibility will attach to the City of Mesa, its employees or agents for premature opening of a Response that is not properly addressed and identified. All Responses become the property of the City and will not be returned except in the case of a late submission. Results, as read at the public opening, will be posted on the City website. Responses will be available to the public in accordance with the City Procurement Rules.
7. **LATE RESPONSES:** The Respondent assumes responsibility for having the Response delivered on time at the place specified. All Responses received after the Response Due date and time shall not be considered and will be returned unopened to the Respondent. The Respondent assumes the risk of any delay in the mail or in handling of the mail by employees of the City of Mesa, or any private courier, regardless whether sent by mail or by means of personal delivery. Respondents must allow adequate time to accommodate all registration and security screenings at the delivery site; a valid photo I.D. may be required. It shall not be sufficient to show that Respondent mailed or commenced delivery before the due date and time as the Response must be received by the City prior to the specified date/time. All times are Mesa, Arizona local times. Respondents agree to accept the time stamp in the City Purchasing Office as the official time.
8. **REVERSE AUCTION.** The City of Mesa will accept pricing for Gasoline and Diesel fuel using an online Reverse Auction Process managed by Electronic Auction Services, Inc. (EASi).
- Pricing for gasoline and diesel fuel will be received via the Reverse Auction process scheduled to take place on **July 21, 2016 at 2:00 P.M.** local Arizona time.
- The Online Reverse Auction will be conducted in accordance with the City Purchasing provisions and the specifications of this bid. This Online Reverse Auction Event will be the process used to determine final Pricing. By submitting a bid through the Online Reverse Auction process, the bidder agrees to abide by the terms and conditions of the City policies and procedures for the purchase of goods and services, the terms and conditions of the Reverse Auction and the terms and specifications for this bid. Refer to **Attachment E – Reverse Auction Procedures.**
- A condition of participation in the Online Reverse Auction is that bidders complete all bid forms and be deemed responsive to all requirements and responsible to perform the services or to provide the goods. Such determination will be a pre-requisite to participate in the Online Reverse Auction event. Only those bidders short-listed will be asked to participate in the Online Reverse

## INSTRUCTIONS

Auction

event.

The City will use information from the responses of register bidders for the auction event. The City reserves the right to exclude bidders who are deemed not responsive or not responsible.

EASi shall provide written notice to each bidder through postal mail or electronic means regarding the proposer's inclusion or exclusion from the qualified proposers list.

EASi shall work with the bidders to prepare for the auction event. Preparation may include, but is not limited to: configuration of the auction computer system, testing of the bidder interface, delivery of the event procedure manuals and other documentation, and training.

During the Auction event, only those bidders on the qualified bidders list will be allowed to participate in the auction event. EASi will provide the necessary administrative support to ensure that the integrity of the auction event is not compromised.

EASi will keep an event record. The event record will become part of the contract documents and a public record at the conclusion of the event.

The bidders interface will be configured such that a bidder will not know the identity of competing bidders until the event is complete.

EASi will begin the event through electronic notification to all qualified bidders. Bidders may submit multiple prices during the event. The lowest price offered will become the price portion of the bid response.

The auction event will have a scheduled stop time. The event may be extended if bids are received within a predetermined amount of time prior to the scheduled stop time. Specific procedures on time extension shall be contained in the event procedure manual that will be distributed to all qualified bidders.

The event will conclude at either the scheduled stop time or the time at which all extensions are completed, whichever is later

9. **RESPONSE FIRM TIME:** Responses shall remain firm and unaltered after opening for **180** Days unless the time is extended or amended as agreed upon Respondent and the City. Examples of where an extension or amendment may be necessary include, but are not limited to: (i) contract negotiations with selected Respondent; (ii) submission of a Best and Final Offer by Respondent; (iii) City needing additional time to review responses. The City may accept the Response, subject to successful contract negotiations, at any time during this period.

10. **LOBBYING PROHIBITION:** Any communication regarding this Solicitation for the purpose of influencing the process or the award, between any person or affiliates seeking an award from this Solicitation and the City including, but not limited to, City Council, City employees, and consultants hired to assist the City in the Solicitation, is prohibited.

This prohibition is imposed from the time of the first public notice of the Solicitation until the City cancels the Solicitation, rejects all Responses, awards a contract, or otherwise takes action which ends the Solicitation process. This section shall not prohibit public comment at any City Council meeting, study session, or City Council committee meeting.

This prohibition shall not apply to Respondent-initiated communication with the contact(s) identified in the Solicitation or City-initiated communications for the purposes of conducting the procurement including, but not limited to, vendor conferences, clarification of Responses, presentations if provided pursuant to the Solicitation, requests for Best and Final Responses (as set forth in the City Procurement Rules), contract negotiations, protest/appeal resolution, or surveying non-responsive vendors.

Violations of this provision shall be reported to the Purchasing Administrator. Persons violating this prohibition may be subject to a warning letter or rejection of their Response depending on the nature of the violation.

## INSTRUCTIONS

11. **LAWFUL PRESENCE IN THE UNITED STATES:** Arizona Revised Statutes § 1-501 and § 1-502 require all persons who will be awarded a contract (a Public Benefit as defined in 8 USC Section 1621) must demonstrate they are lawfully present in the United States. Person under the statute is defined as a natural person and therefore excludes Limited Liability Companies, Corporations, Partnerships, or other similar types of business entities as indicated on a W-9 form.  
  
Individuals (natural persons) or Sole Proprietorships must complete the affidavit in the "Required Response Forms" section of this Solicitation. Respondents that fail to provide a completed affidavit and provided the necessary documentation may be deemed non-responsive.
12. **COMMENCEMENT OF WORK:** If a Respondent begins any billable work prior to the City's final approval and execution of the contract, Respondent does so at its own risk.
13. **RESPONSIBILITY TO READ AND UNDERSTAND:** Failure to read, examine and understand the Solicitation and any of its addenda will not excuse any failure to comply with the requirements of the Solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. The City is not responsible for and will not pay any costs associated with the preparation and submission of a Response. Respondents are cautioned to verify their Responses before submission, as amendments to or withdrawal of Responses submitted after time specified for opening of Responses may not be considered. The City will not be responsible for any Respondent errors or omissions.
14. **FORM AND CONTENT OF RESPONSES:** Responses may be submitted on-line (if the option is indicated), mailed or hand-delivered. E-mail or fax submissions will not be accepted. Unless otherwise instructed or allowed, Responses shall be submitted on the forms provided. An original and the designated number of copies of each Response are required. Responses, including modifications, must be submitted in ink, typed, electronically, or printed form and signed by an authorized representative of the Respondent. Please line through and initial rather than erase changes. Any modifications to the Solicitation must be identified in the "Exceptions" section of the required response forms. The City does not encourage exceptions. The City is not required to grant exceptions and depending on the exception, the City may reject the Response as non-responsive. The City reserves the right at its sole discretion to negotiate exceptions with a Respondent. If the Response is not properly signed or if any changes are not initialed, it may be considered non-responsive. In the event of a disparity between the unit price and the extended price, the unit price shall prevail unless obviously in error, as determined by the City. The City may require that Responses be submitted on disk, flash drive, or through electronic means. The Response must provide all information requested and must address all points set forth in the Solicitation.
15. **SPECIFICATIONS:** Technical specifications define the minimum acceptable standard. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. The use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. If a Respondent wishes to provide a material or service that is not the brand name, the equivalent material or service must meet the standard of quality of the brand name product, which is determined at the City's sole discretion. Equivalent products will be considered upon showing the other product meets stated specifications and is equivalent to the brand name product in terms of quality, performance and desired characteristics. Products that are substantially equivalent to those brands designated will qualify for consideration.  
  
Minor differences that do not affect the suitability of the supply or service for the City's needs may be accepted. Burden of proof that the product meets the minimum standards or is equal to the brand name product is on the Respondent. The City reserves the right to reject Responses that the City deems unacceptable for any reason.
16. **MODIFICATION/WITHDRAWAL OF RESPONSE:** Written requests to modify or withdraw a Response received by the City prior to the scheduled opening time for Responses will be accepted and will be corrected after the Response due date and time. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the Response and

## INSTRUCTIONS

marked as a MODIFICATION or WITHDRAWAL of the Response. Requests for withdrawal after the Response Due date and time will only be granted upon proof of undue hardship and may result in the forfeiture of any Response security. Any withdrawal after the Response due date and time shall be allowed solely at the City's discretion.

17. **DEBARMENT DISCLOSURE:** If the Respondent has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government or agency, or if any such preclusion from participation from any public procurement activity is currently pending, the Respondent shall include a letter with its Response identifying the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances must be provided by the Respondent, including the details enumerated above. A Response from a Respondent who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected. Failure of a Respondent to disclose a debarment or suspension in accordance with this Section may result in the Response being disqualified for award of the Solicitation.
18. **RESERVATIONS:** The City reserves the right to reject any or all Responses or any part thereof; to re-issue the Solicitation; to reject non-responsive or non-responsible Responses; to reject unbalanced Responses; to reject Responses where the terms, prices, or awards are conditioned upon another event; to reject individual Responses for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor irregularities, defects, omissions, informalities, technicalities or form errors in any Response; to conduct exclusive or concurrent negotiations of any terms, conditions, or exceptions taken by a Respondent or the terms of any agreement/document a Respondent would require the City to sign should Respondent be awarded a contract; and to reject Responses that are outside the City's budgeted amount for the materials or services that are the subject of the Solicitation. The City may seek clarification of the Response from Respondent at any time, and failure to respond is cause for rejection. Submission of a Response confers no right to an award or to a subsequent contract. The City is charged by its Charter to make an award that is in the best interest of the City. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the Respondent and the City until the City executes a written contract or purchase order.
19. **EXCEPTIONS TO A SOLICITATION:** Changes to the Solicitation document requested by a Respondent may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute acceptance of a changed term, condition or specification in the Solicitation unless specifically acknowledged and agreed to by the City. The copy of the Solicitation, including all addenda, maintained and published by the City shall be the official Solicitation document. Any exception to the Solicitation must be set forth in the "Exceptions" portion of the Response; any exceptions not indicated in the "Exceptions" portion of the Response will be deemed rejected by the City, void and of no contractual significance. The City reserves the right to: (i) reject any or all exceptions requested by a Respondent; (ii), determine a bid non-responsive due to the exception(s) made by Respondent; (iv) enter into negotiations with a Respondent regarding any of the Respondent's exceptions; or (v) accept any or all of a Respondent's exceptions outright.
20. **COPYING OF RESPONSES:** The Respondent hereby grants the City permission to copy all parts of its Response including, without limitation, any documents and/or materials copyrighted by the Respondent. The City's right to copy shall be for internal use in evaluating the Response.
21. **CONTRACTOR ETHICS:** Contractors doing business with the City shall adhere to the Procurement Ethics Standards, Article 7 of the Procurement Rules. It is the policy of the City to promote courtesy, fairness, impartiality, integrity, service, professionalism, economy, and government by law in the Procurement process. The responsibility for implementing this policy rests with each individual who participates in the Procurement process, including Respondents and Contractors. The failure of a Respondent or Contractor to meet the ethical standards may

## INSTRUCTIONS

result in the disqualification of award under the Solicitation or the termination of a contract with the City.

To achieve the purpose of this Section, it is essential Respondents and Contractors doing business with the City observe the ethical standards prescribed herein and in the City Charter, Code Procurement Rules and Management Policy 200. It shall be a breach of ethical standards to:

- a. Exert any effort to influence any City official, employee or agent to breach the standards of ethical conduct.
  - b. Intentionally invoice any amount greater than provided in a contract or to invoice for materials or services not provided.
  - c. Intentionally offer or provide sub-standard materials or services or to intentionally not comply with any term, condition, specification or other requirement of a City contract.
22. **GIFTS:** The City will accept no gifts, gratuities or advertising products from Respondents or prospective Respondents and affiliates. The City may request product samples from Respondents solely for the purpose of product evaluation.
23. **EVALUATION PROCESS:** Responses will be reviewed by a screening committee comprised of City employees and/or any agents authorized by the City to participate in the evaluation. City staff may initiate discussions with Respondents for clarification purposes; however, a request for clarification is not an opportunity for a Respondent to change the Response. A request for clarification from a Respondent does not guarantee clarification will be requested from any other Respondents. Respondents shall not initiate discussions with any City employee, agent or official as set forth in the Lobbying section of these instructions including, but not limited to, members of the evaluation committee.
24. **PRESENTATIONS/INTERVIEWS:** A Respondent must provide a formal presentation/interview upon request of the City.
25. **SHORT-LISTING:** The City, at its sole discretion, may create a short-list of the highest scored Responses based on a preliminary evaluation of the Responses against the evaluation criteria. Only those short-listed Respondents will be invited to give presentations/interviews. Upon conclusion of any presentations/interviews, the City will finalize the scoring against the evaluation criteria.
26. **CRITERIA FOR EVALUATION AND AWARD:** The City evaluates three categories of information: responsiveness, responsibility, and price. All bids must meet the following responsiveness and responsibility criteria.
- a. Each Response will be evaluated based upon responsiveness and responsibility criteria. A failure to meet responsiveness or responsibility criteria will render a Respondent ineligible for award of a contract under the Solicitation.
    1. **Responsiveness.** The City will determine whether the Response complies with the instructions for submitting a Response set forth in the Solicitation (i.e. the completeness of the Response which encompasses the inclusion of all required attachments and submissions). Responsiveness will also be examined as it pertains to items set forth in this Solicitation that state a Respondent may be deemed non-responsive based upon the content of their Response. The City will reject any Responses that are submitted late. Failure to meet any requirements in the Solicitation may result in rejection of a Response as non-responsive.
    2. **Responsibility.** The City will determine whether a Respondent is one with whom the City should do business. Factors the City may evaluate to determine responsibility include, but are not limited to: an excessively high or low priced Response; past performance under any agreement with the City; references from any source including, but not limited to, those found outside the references listed in

## INSTRUCTIONS

the Response and City employees, agents or officials who have experience with the Respondent; compliance with applicable laws; Respondent's record of performance and integrity (e.g. has the Respondent been delinquent or unfaithful to any contract with the City, whether the Respondent is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified). A Respondent must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet or any generally available industry information to evaluate the Respondent. The City reserves the right to inspect and review Respondent's facilities, equipment and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in Respondent being deemed non-responsible.

3. **Price.** The City will then evaluate the bids that have met the requirements above.
  - b. Respondents who have a Transaction Privilege Tax license for Mesa and who, if awarded a contract, would charge the City TPT to be paid to Mesa, will have 1.75% removed from the taxable item(s) from the price set forth in the Response for the purpose of award evaluation. The awarded Respondent shall however charge the full amount of tax on their invoice(s).

This consideration does not apply to:

1. Construction procurements or any other procurement done using Arizona Revised Statutes Title 34 processes.
  2. Purchases using federal or other funds where the agreement that provided the funds precludes any local consideration or preference.
27. **COST JUSTIFICATION:** In the event only one Response to the Solicitation is received, the City may require the Respondent submit a cost offer in sufficient detail for the City to perform a cost/price analysis to determine if the Response price is fair and reasonable.
28. **CONTRACT NEGOTIATIONS AND ACCEPTANCE:** Respondent must be prepared for the City to accept the Response as submitted. If Respondent fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not result in an acceptable agreement, the City may reject the Response or revoke the award, and may begin negotiations with another Respondent. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the Respondent and the City until the City executes a written contract or purchase order.
29. **NOTICE OF INTENT TO AWARD:** Notices of the City's intent to award a contract are posted to the Purchasing Division's website before 6:00 PM local time on Wednesdays. If Wednesday is a holiday observed by the City, notice will be posted on Tuesday.

**It is the Respondent's responsibility to check the City of Mesa Purchasing website at <http://mesaaz.gov/business/purchasing> to view Purchasing's Intent to Award notices.** This is the only notification you will receive regarding the City's Intent to Award a contract related to this Solicitation.
30. **PROTESTS AND APPEALS:** If a Respondent or any person believes there is a mistake, impropriety, or defect in the Solicitation, believes the City improperly rejected its Response, or believes the selected Response should not receive the City contract based upon a fact supported issue with the Solicitation or selected Respondent or otherwise protests the award to the Respondent, the Respondent may submit a written protest. All protests and appeals are governed by the City Procurement Rules ("Procurement Rules"). The rules surrounding protests and appeals may be found in Section 6 of the Procurement Rules which are located on the Purchasing Division website at <http://mesaaz.gov/business/purchasing>. Please see the Procurement Rules for more information on the submission of a protest and corresponding



## **INSTRUCTIONS**

appeal rights; if there exist any discrepancy in this Section and the Procurement Rules, the language of the Procurement Rules will control.

### **ADDRESS PROTESTS TO:**

Matt Bauer  
Procurement Administrator  
20 East Main Street, Suite 400  
PO Box 1466  
Mesa, Arizona 85211-1466  
Fax: (480) 644-2655  
Email: [Matt.Bauer@MesaAZ.gov](mailto:Matt.Bauer@MesaAZ.gov)

### **ADDRESS APPEALS TO:**

Edward Quedens  
Chief Procurement Officer  
20 East Main Street, Suite 450  
PO Box 1466  
Mesa, Arizona 85211-1466  
Fax: (480) 644-2687  
Email: [Ed.Quedens@MesaAZ.gov](mailto:Ed.Quedens@MesaAZ.gov)

31. **POLICY DOCUMENTS:** The City of Mesa Charter, Code, Procurement Rules and Management Policy 200 govern this procurement and are incorporated as a part of this Solicitation by this reference. A copy of these documents may be found on Mesa Purchasing Division's website at [www.mesaaz.gov/business/purchasing](http://www.mesaaz.gov/business/purchasing).

## SCOPE OF WORK

*This Scope of Work will be compiled into any resulting contract as Exhibit A.*

1. **INTENT:** The intent is to establish a three (3) year supply contract for gasoline and diesel fuel with a single firm. This contract will supply fuel to the City of Mesa, Mesa Unified School District No. 4, Town of Gilbert, Gilbert Public Schools, Tempe Union High School District and the City of Glendale. To ensure continuity for all agencies, the City's goal is to award to a single firm but reserves the right to multiple award if it is determined to be in the best interest of the agencies listed above.
2. **INVENTORY LEVELS.** The bidder's inventory level shall be sufficient to provide daily support of each agency. Failure to supply item(s) within forty-eight (48) hours of order placement may result in ordering from an alternate supplier. Repeated incidents of late delivery shall be grounds for termination of the contract.
3. **HAZARD COMMUNICATION REQUIREMENTS.** The successful bidder agrees to provide Material Safety Data Sheets for all substances that come under the Federal Toxic and Hazardous Substance - Hazard Communication Standard, (reference - Occupational Safety and Health Standard, Subpart -2- Toxic and Hazardous Substances - Hazardous Communication Standard. Section 1910 - 1200 Hazard Communication). MSDS copies will be provided separately and simultaneously to each City, Town and School Districts listed above.
4. **OPIS INDEX PRICING.** Bidders will be required to provide a fee (markup/discount) to be charged or deducted per gallon from the OPIS index price published every Monday. Bid prices shall be in cents per gallon to four decimal points and shall be based upon the "Oil Price Information Service (OPIS)" index for Arizona. Bidders will insert the amount of markup or discount upon which their price is calculated against the OPIS index. Pricing during the contract will be based on the OPIS average rack price as determined each Monday and will be in effect for the week following publication as outlined in the OPIS index. The successful bidder shall e-mail a copy of the weekly OPIS index to each agencies and school's Fleet Services or the school's District Vehicle Maintenance office.
5. **EXCISE TAX REBATES & ON ROAD AND OFF ROAD TAXES.** Barring future prohibitive legislation, the successful bidder agrees to sell all gasoline and diesel fuel to the Agencies FREE OF FEDERAL EXCISE TAX. The Cities and agencies are F.E.T. exempt, and the supplier agrees to accept responsibility for filing for tax credits or refunds in accordance with IRS Notice 88-13 (February 8, 1988) and the Budget Reconciliation Act of 1987. The City and other participating agencies will furnish exemption certificates upon request.
6. **SPLIT DELIVERY AND TOP-OFF LOAD REQUIREMENTS.** The City and the named agencies currently request that some deliveries be split between two locations. It is highly preferable that these services continue to be available. The Arizona Department of Weight and Measures requires an annual vapor recovery test be performed on all qualifying tanks. In order to comply with this directive, top-off loads will be requested as necessary. The bidder shall indicate whether split deliveries and top-off loads are offered in the space provided on the bid form and specify the charges, if any, for such services.
7. **SPILLAGE.** The supplier will be responsible for the clean-up of any contamination or spillage resulting from delivery and unloading. A clear notation of all spills must be made on all delivery tickets and the order desk must be notified immediately after the spill occurs.
8. **DELIVERY TICKETS.** As required by ADEQ Tier II laws, all delivery tickets must delineate the supplier's name, address, brand of fuel, grade of fuel and dip stick reading prior to unloading and shall be provided at time of delivery. An additional notation of the spill bucket being clean and dry when the driver leaves the drop site must all be made on the delivery ticket. The buyer shall only authorize payment for the actual quantity of fuel delivered to each site.
9. **DELIVERY METHOD.** Tank Wagon deliveries for gasoline and diesel shall be for a maximum of 4,999 gallons. Truck and Trailer deliveries for gasoline shall be for a minimum of 5,000 gallons. Vehicles shall be owned or leased by the Seller and operated by employees of the Seller.
10. **INVOICING INSTRUCTIONS**

### City of Mesa

The City will pay the supplier within ten (10) days of product acceptance, providing a properly documented delivery ticket and a certified invoice, in duplicate, is furnished to:

City of Mesa  
Fleet Services  
310 E. 6th Street  
P. O. BOX 1466

## SCOPE OF WORK

Mesa, AZ 85211-1466  
[jim.ruiz@mesaaz.gov](mailto:jim.ruiz@mesaaz.gov)

### Mesa Public Schools

The District will pay the supplier within ten (10) days of product acceptance, providing a properly documented delivery ticket and a certified invoice, in duplicate, is furnished to:

Mesa Unified School District No. 4  
Accounts Payable  
63 E. Main Street #101  
Mesa, AZ 85201-7422  
Vehicle Maintenance: [bvestrada@mpsaz.org](mailto:bvestrada@mpsaz.org)  
Accounts Payable: [lcalvarez@mpsaz.org](mailto:lcalvarez@mpsaz.org)

### Town of Gilbert

The Town will pay the supplier within twenty (20) days of product acceptance, providing a properly documented delivery ticket and a certified invoice, in duplicate, is furnished to:

Attn: NASC - North Area Service Center  
900 E. Juniper Avenue  
Gilbert, AZ 85296

Attn: SASC - South Area Service Center  
4760 S. Greenfield Road  
Gilbert, AZ 85296

Attn.: Jeff Stein (all Fire Stations)  
4760 S. Greenfield Road  
Gilbert, AZ 85296

### City of Glendale

The City will pay the supplier within twenty (20) days of product acceptance, providing a properly documented delivery ticket and a certified invoice, is furnished to:

City of Glendale  
Equipment Management  
6210 W. Myrtle Avenue, Suite 111  
Glendale, AZ 85301-1700

### Gilbert Public Schools

Gilbert Public Schools will pay the supplier within twenty (20) days of product acceptance, providing a properly documented delivery ticket and a certified invoice, in duplicate, is furnished to:

Gilbert Complex - Accounts Payable  
140 S. Gilbert Road  
Gilbert, AZ 85212

Power Annex – Accounts Payable  
7025 E. Guadalupe Road  
Gilbert, AZ 85212

### Tempe Union High School District

Tempe Union High Schools will pay the supplier within thirty (30) days of product acceptance, providing a properly documented delivery ticket and a certified invoice, in duplicate, is furnished to:

500 West Guadalupe Road  
Tempe, AZ 85283  
[ap@tempeunion.org](mailto:ap@tempeunion.org)

### General Note

Prices and extensions must appear on all copies of an invoice. The supplier will be promptly notified of any disputed invoice.

## SCOPE OF WORK

11. **FUEL SPECIFICATIONS.** Gasoline to be refinery blended. Bidders shall furnish detailed specifications of the fuel offered upon request. MSDS sheets are required to be submitted with the bid.  
Motor Fuel Specifications:

**Unleaded Gasoline**, 87 minimum octane per ASTM D-4814.  
Pricing Unit = Gallon

**Diesel Motor Fuel, Ultra-Low Sulphur** per ASTM D-975-02, Grade 2D and Federal Specification VVF-8008, Grade of 2.  
Pricing Unit = Gallon

**Diesel Motor Fuel, Ultra-Low Sulphur** (Red Dye) per ASTM D-975-02, Grade 2D and Federal Specification VVF8008, Grade of 2.  
Pricing Unit = Gallon

**Diesel Motor Fuel, Biodiesel, B20** per ASTM D-6751, Grade 2D and Federal Specification VVF8008, Grade of 2.  
Pricing Unit = Gallon

**E-85; E-80; E-75** per ASTM D-5798, Ethanol Fuel Blends  
Pricing Unit = Gallon

12. **OXYGENATED FUEL PROGRAM.** Maricopa County has mandated an oxygenated fuel program to be used by each agency during predetermined months of this contract. The bidder must be able to supply unleaded regular gasoline as an oxygenated blend that will comply with Maricopa County requirements. This should include the ability to supply ethanol.

13. **INSURANCE REQUIREMENTS.** Contractor shall maintain coverage for all general, contractual and products liability risks normally associated with the goods and materials and/or services covered by this contract.

The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$3 million per occurrence/\$5 million aggregate Commercial General Liability insurance, including Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.

The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence Automobile Liability insurance.

The Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statute.

Prior to the execution of the Contract, the Contractor shall provide the City with a Certificate of Insurance (using appropriate ACORD certificate) SIGNED by the Issuer, applicable endorsements, and the City reserves the right to request additional copies of any or all of the above policies, endorsements, or notices relating thereto.

When the City requires a Certificate of Insurance to be furnished, the Contractor's insurance shall be primary of all other sources available. When the City is a certificate holder, the Contractor agrees that no policy shall expire, be canceled or materially changed to affect the coverage available without advance written notice to the City.

**"Waiver of Subrogation.** The policies required by this agreement (or contract) shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, elected officials, officers, employees, and volunteers for any claims arising out of the work of Contractor." All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Manager.

14. **TERM:** This Request for Bids is for a firm, fixed price purchasing contract to cover a three (3) year term.

15. **RENEWALS:** Upon the mutual written agreement of the Parties, the Term may be renewed up to a maximum of two (2) one (1) year periods. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

16. **EXTENSIONS:** Upon the expiration of the Term of the Agreement, including any renewals permitted herein, at the City's sole discretion the Agreement may be extended for a maximum of six (6) months to allow for the City's procurement processes in the selection of a vendor to provide the services/materials under this Agreement. The City intends to notify the Contractor in writing of its desire to extend the Agreement at least thirty (30) calendar days

## SCOPE OF WORK

prior to the expiration of the Term. Any extension will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

### 17. PRICE:

- a. **PRICE:** The price shall be based on the OPIS average rack price for Arizona published every Monday. The price shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement, and include all costs of the Contractor providing the materials/service including transportation, insurance and warranty costs. No fuel surcharges will be accepted or allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

- b. **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial Term. If the Agreement is renewed in accordance with Section 6, percentages may not be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the parties. The Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.

## **PRICING & COMPENSATION**

Pricing will be completed by Reverse Auction.

Vendors who submit responses to the solicitation for gasoline and diesel fuel will be **qualified** by the City and will be **invited to participate in a Reverse Auction** starting at **2:00 P.M., Local Arizona Time, July 21, 2016.**

**ATTACHMENT A**  
**REQUIRED RESPONSE FORMS**



Solicitation Required  
Response Forms.docx



**REQUIRED RESPONSE FORMS**

**VENDOR INFORMATION**

Company Legal/Corporate Name: Western States Petroleum, Inc

Doing Business As (if different than above): \_\_\_\_\_

Address: 450 South 15<sup>th</sup> Avenue

City: Phoenix State: Arizona Zip: 85007

Phone: 602-252-4011 Fax: 602-340-9621

E-Mail Address: aaron@westernstatespetroleum.com Website: www.westernstatespetroleum.com

DUNS # N/A State Where Business Entity Was Formed: Arizona

Remit to Address (if different than above): Order from Address (if different from above):

Address: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact for Questions about this bid:

Name: Aaron Williamsen Title: Sales

Phone: 602-316-1293 E-Mail Address: \_\_\_\_\_

aaron@westernstatespetroleum.com

Day-to-Day Project Contact (if awarded):

Name: Aaron Williamsen Title: Sales

Phone: 602-316-1293 E-Mail Address: \_\_\_\_\_

aaron@westernstatespetroleum.com

Sales/Use Tax Information (check one).

Respondent is located outside Arizona and does NOT collect Arizona State Sales/Use Tax. (The City will pay use tax directly to the Arizona Department of Revenue.)

Respondent is located outside Arizona, but is authorized to collect Arizona Sales/Use Taxes. (Respondent will invoice the City the applicable sales tax and remit the tax to the appropriate taxing authorities.)

State Sales Tax Number: \_\_\_\_\_ City of: \_\_\_\_\_ AZ  
City Sales Tax Number: \_\_\_\_\_  
Applicable Tax Rate: \_\_\_\_\_ %

Respondent is located in Arizona. (Respondent will invoice the City the applicable sales tax and remit the tax to the appropriate taxing authorities)

State Sales Tax Number: \_\_\_\_\_ City of: \_\_\_\_\_ AZ  
City Sales Tax Number: \_\_\_\_\_  
Applicable Tax Rate: \_\_\_\_\_ %



## EXCEPTIONS & CONFIDENTIAL INFORMATION

### Exceptions (mark one).

Respondents shall indicate any and all exceptions taken to the provisions or specifications in this Solicitation. Exceptions that surface elsewhere in the Response and that do not also appear under this section shall be considered rejected by the City, invalid and of no contractual significance.

**Other Forms or Documents: If the City is required by the awarded Respondent to complete and execute any other forms or documents in relation to this Solicitation, the terms, conditions, and requirements in this Solicitation shall take precedence to any and all conflicting or modifying terms, conditions or requirements of the Respondents forms or documents.**

**\*Special Note – Any material exceptions taken to the City’s Specifications and/or Standard Terms and Conditions may render a Bid Non-responsive.**

- No exceptions
- Exceptions Taken: Please describe exact sections to which exception is taken. If proposing new or modified language, your firm shall identify the requested language below or provide as additional attachment. The City reserves the right to accept or reject any requested exceptions listed in the below section or attached to the solicitation.

### Confidential/Proprietary Information (mark one).

- No confidential/proprietary materials have been included with this Response.
- Confidential/Proprietary materials included with Response. Respondent must identify below any portion of their Response deemed confidential or proprietary and attach additional pages if necessary (See Mesa Standard Terms and Conditions related to Public Records). Requests to deem the entire bid as confidential will not be considered. The disclosure by the City of information deemed by Respondent as confidential or proprietary is governed by City of Mesa Procurement Rules.

**GENERAL QUESTIONNAIRE**

1. Compliance with Applicable Laws. Respondent complies with Exhibit 1, Draft Agreement, Exhibit C, Mesa Standard Terms & Conditions, 9. "Compliance with Applicable Laws"?  Yes  No
  
2. Delivery. Delivery, as stated in Scope of Work, can be met.  Yes  No  
If no, specify number of days for delivery \_\_\_\_\_
  
3. Payment terms. Payment Due (Not less than net 30 days): \_\_\_\_\_  
Payment Discount of \_\_\_\_\_% if invoices are paid within \_\_\_\_\_ days of receipt.
  
4. Procurement Card. Does Respondent allow payment of invoices using a Procurement Card?  
 Yes  No (Marking a "no" answer will not disqualify your Response.)  
Discount for Procurement Card Purchases? \_\_\_\_\_%
  
5. Cooperative Purchasing. The use of this Agreement as a cooperative purchasing agreement available to other governmental agencies is described in the Mesa Standard Terms and Conditions. The use of this Agreement as a cooperative purchasing agreement is subject to approval by the Respondent as designated below.
  
6. Does Respondent agree to extend the prices, terms and conditions of the Agreement to other agencies as specified in the Standard Terms and Conditions?  
 Yes  No (Marking a "no" answer will not disqualify your Response.)

Addenda.

Respondents are responsible for verifying receipt of any addenda issued by checking the City's website at [www.mesaaz.gov/business/purchasing](http://www.mesaaz.gov/business/purchasing) or the Vendor Self Service portal prior to the Response Due date and time. Failure to acknowledge any addenda issued may result in a response being deemed non-responsive. Failure to review addenda does not negate Respondent's initial offer and holds Respondent for any changes prior to Response Due date and time.

**Acknowledgement of Receipt and Consideration of Addenda (if applicable):**

Addenda # 1  2  3  4

**LAWFUL PRESENCE AFFIDAVIT**

**CHECK HERE AND SKIP THIS AFFIDAVIT IF:** Respondent is an LLC, a Corporation or a Partnership as indicated on your W-9. (Please include a copy of your W-9)

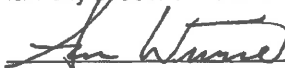
**COMPLETE THIS AFFIDAVIT IF:** Respondent is an Individual (Natural Person) or a Sole Proprietor as indicated on your W-9. (Please include a copy of your W-9)

ARS § 1-502 requires any person who applies to the City for a Local Public Benefit (defined as a Grant, Contract or Loan) must demonstrate through the presentation of one (1) of the following documents that he/she is lawfully present in the United States (See the Solicitation Instructions for more information).

*Please place a check mark next to the applicable document and present the document to the City employee. If mailing the response, attach a copy of the document to this Affidavit. (If the document says on its face that it may not be copied or you know for reasons of confidentiality that it cannot be copied, you will need to present the document in person to the City for review and signing of the affidavit.)*

- 1. **Arizona driver license issued after 1996.**  
Print first 4 numbers/letters from license: \_\_\_\_\_
- 2. **Arizona non-operating identification license.**  
Print first 4 numbers/letters: \_\_\_\_\_
- 3. **Birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.**  
Year of birth: \_\_\_\_\_ Place of birth: \_\_\_\_\_
- 4. **United States Certificate of Birth abroad.**  
Year of birth: \_\_\_\_\_ Place of birth: \_\_\_\_\_
- 5. **United States passport.**  
Print first 4 numbers/letters on Passport: \_\_\_\_\_
- 6. **Foreign passport with a United States Visa.**  
Print first 4 numbers/letters on Passport: \_\_\_\_\_  
Print first 4 numbers/letters on Visa: \_\_\_\_\_
- 7. **I-94 form with a photograph.**  
Print first 4 numbers on I-94: \_\_\_\_\_
- 8. **United States Citizenship & Immigration Services Employment Authorization Document (EAD).**  
Print first 4 numbers/letters on EAD: \_\_\_\_\_
- 9. **Refugee travel document.**  
Date of Issuance: \_\_\_\_\_ Refugee Country: \_\_\_\_\_
- 10. **United States Certificate of Naturalization.**  
Print first 4 digits of CIS Reg. No.: \_\_\_\_\_
- 11. **United States Certificate of Citizenship.**  
Date of Issuance: \_\_\_\_\_ Place of Issuance: \_\_\_\_\_
- 12. **Tribal Certificate of Indian Blood.**  
Date of Issuance: \_\_\_\_\_ Name of Tribe: \_\_\_\_\_
- 13. **Tribal or Bureau of Indian Affairs Affidavit of Birth.**  
Year of Birth: \_\_\_\_\_ Place of Birth: \_\_\_\_\_

In accordance with the requirements of Arizona law, I do swear or affirm under penalty of perjury that I am lawfully present in the United States and that the document I presented to establish this presence is true.

  
Signature

Western States Petroleum, Inc  
Business/Company Name

Aaron Williamsen  
Print Name

Verification of Attachment by City Staff:

06-21-2016  
Date

\_\_\_\_\_  
Signature Date

**RESPONDENT CERTIFICATION**

**By submitting the Response and signing this Certification, the Respondent understands and certifies to all of the following:**

- a) The information provided in Respondent's Response is true and accurate to the best of Respondent's knowledge.
- b) Respondent is under no legal prohibition that would prevent Respondent from contracting with the City of Mesa.
- c) Respondent has read and understands the Solicitation packet as a whole (including attachments, exhibits, and referenced documents) and: (i) can attest that Respondent is in compliance with the requirements of the Solicitation packet; and (ii) is capable of fully carrying out the requirements of the Solicitation as set forth in Respondent's Response.
- d) To Respondent's knowledge, Respondent and Respondent's employees have no known, undisclosed conflicts of interest as defined by applicable law or City of Mesa Procurement Rules. If Respondent or Respondent employees have a known conflict of interest, Respondent has disclosed the conflict in its Response.
- e) Respondent did not engage in any anti-competitive practices related to its Response or the Solicitation. The prices offered by Respondent were independently developed without consultation or collusion with any other Respondents or potential Respondents.
- f) No gifts, payments or other consideration were made to any City employee, officer, elected official, agent, or consultant who has or may have a role in the procurement process for the services/materials covered by the Solicitation.
- g) Respondent grants the City of Mesa permission to copy all parts of its Response including, without limitation, any documents and materials copyrighted by Respondent: (i) for the City's use in evaluating the Response; and (ii) to be disclosed in response to a public records request under Arizona's public records law (A.R.S. § 39-121 et. seq.) or other applicable law, subpoena, or other judicial process provided such disclosure is in accordance with City of Mesa Procurement Rule 6.13.
- h) If a contract is awarded to Respondent as a result of the Response submitted to the Solicitation Respondent will:
  - i. Provide the materials or services specified in the Response in compliance with all applicable federal, state, and local statutes, rules and policies;
  - ii. Honor all elements of the Response submitted by Respondent to the City including, but not limited to, the price and the materials/services to be provided; and
  - iii. Enter into an agreement with the City based on the terms and conditions of the Solicitation and the Response, subject to any negotiated exceptions and terms.
- i) Respondent is current in all obligations due to the City including any amounts owed the City and any licenses/permits required for the general lawful conduct of business. Respondent shall acquire all licenses/permits necessary to lawfully conduct business specific to the Solicitation prior to the execution of a contract with the City pertaining to the Solicitation.
- j) The signatory of this Certification is an officer or duly authorized agent of Respondent with full power and authority to submit binding offers for the goods/services specified herein. Respondent intends by the submission of this Certification to be bound by the terms of the Certification, Solicitation, and Response, subject to any negotiated terms/exceptions.

**ACCEPTED AND AGREED TO BY RESPONDENT:**

Company Name: Western States Petroleum, Inc

Signature: 

Printed Name: Aaron Williamsen

Title: Sales

Date: 06-21-2016

**REVISED 7/12/16 ATTACHMENT B  
RESPONDENT QUESTIONNAIRE**

Respondent Company Name/ DBA: <u>Western States Petroleum, Inc.</u>	
Years in business providing fueling services: <u>40</u>	
Contractor's License No(s): <u>N/A</u> (Submit a copy with the Response)	Type:
Number of employees at location that would serve under a contract from the Solicitation: <u>44</u>	
Provide names, contact and telephone numbers of three (3) organizations that have received similar services from your company. At least one reference should be comparable in size to the City's proposed contract.	
Firm/Government Agency Name: <u>Pinto Valley Mine</u>	
Contact Person: <u>Maria Billingsley</u>	Phone: <u>928-473-6477</u>
Address: <u>Hwy 60 Miami, Az. 85539</u>	Fax: <u>928-473-6300</u>
	E-Mail Address: <u>mbillingsley@pintovalleymine.com</u>
Total Annual \$ Value of Work: <u>\$15,000,000.00</u> Supplies/Services and Dates Provided: <u>ULS Dyed Diesel - Full loads daily</u>	
Firm/Government Agency Name: <u>SRP</u>	
Contact Person: <u>JC Campbell</u>	Phone: <u>602-236-4854</u>
Address: <u>PO Box 52025 Phoenix, Az. 85072</u>	Fax: <u>602-914-8750</u>
	E-Mail Address: <u>Jc.campbell@srpnet.com</u>
Total Annual \$ Value of Work: <u>\$3,500,000.00</u> Supplies/Services and Dates Provided: <u>B20 Clear &amp; Dyed Diesel. Bulk and packaged lubricants.</u>	
Firm/Government Agency Name: <u>Overland Petroleum</u>	
Contact Person: <u>Darin Snow</u>	Phone: <u>435-628-4141</u>
Address: <u>PO Box 910550 St. George, UT. 84791</u>	Fax: <u>435-628-2285</u>
	E-Mail Address: <u>dsnow@overlandpetro.com</u>
Total Annual \$ Value of Work: <u>\$1,500,000.00</u> Supplies/Services and Dates Provided: <u>Full loads ULS Dyed Diesel and 87 cbs. Weekly / Daily</u>	

**REVISED 7/12/16 ATTACHMENT B  
RESPONDENT QUESTIONNAIRE**

The fuel is (list manufacturer, brand, etc.): Multiple / Major Brands

Can delivery be made within forty-eight (48) hours of receipt of an order.

Yes  No

If "no", explain \_\_\_\_\_

Will bidder provide:

- a. split load deliveries: Yes  No   
b. tank top-off deliveries: Yes  No

Does the bidder agree to make an oxygenated blend of unleaded regular gasoline available that will comply with Maricopa County requirements?

Yes  No

If "no", explain \_\_\_\_\_

Subcontractors:

List subcontractor(s) that will participate in carrying out the obligations of any resulting contract.

N/A

**ATTACHMENT C**  
**DELIVERY LOCATION, TANK SIZE AND ANNUAL ESTIMATED USAGE**



2016201 - DELIVERY  
LOCATION, TANK SIZE

**TEMPE UNION HGH SCHOOL DISTRICT**

Loc. No.	Department Name/Address	Type of Fuel	Tank Qty - Size in Gal.
1	District 500 West Guadalupe Road, Tempe, AZ 85283	Unleaded & #2 Diesel (underground)	Two (2) 12,000
2	Mountain Point 4201 E. Knox Road, Phoenix, AZ 85044	#2 Diesel (underground)	One (1) 500

15,000 gallons of diesel per month, 15,000 gallons of unleaded per year

**CITY OF GLENDALE:**

Item No.	Department Name/Address	Type of Fuel	Tank Qty - Size in Gal. per Tank.
1	Maintenance Yard 6210 W. Myrtle Avenue Glendale, AZ 85301	CBG Ethanol 10% Unleaded	One (1) - 12,000
		Diesel B20	One (1) - 12,000
2	Fire Station #153 14061 N. 59 <sup>th</sup> Avenue Glendale, AZ 85306	E-85	One (1) - 12,000
		#2 ULS Diesel	One (1) - 12,000
3	Fire/Police Station #155 6255 W. Union Hills Road Glendale, AZ 85308 <b>Secure Site</b>	CBG Ethanol 10% Unleaded	One (1) - 12,000
		#2 ULS Diesel	One (1) - 12,000
4	Glendale Landfill 11480 W. Glendale Avenue Glendale, AZ 85311	#2 ULS Diesel	One (1) - 4,000 <b>ABOVE GROUND</b>
5	Various generator stations located around the City that may require deliveries of up to 1,000 gals. Annually.	#2 ULS Diesel - Red Dye	Varies

Location #1 will use approximately 70% of the total estimated fuel quantity. Location #1 will place all orders and specify the delivery site at time of order. Unless noted otherwise, all tanks are below ground, but not all are subject to "LUST" tax. \* Above ground locations are exempt. Deliveries to Location #2 must be made between 7:00AM and 9:00AM weekdays. Location #3 is a secured site, and deliveries must be phoned in to City personnel at least 30 minutes prior to delivery for site access. Deliveries to Location #4 must be made between 6:00AM and 8:00AM weekdays.



**ATTACHMENT D**  
**REVERSE AUCTION PROCEDURES, TERMS AND CONDITIONS**



EASi REVERSE  
AUCTION PROCEDUR

**Addendum 1**  
**ATTACHMENT D Revised**  
**REVERSE AUCTION PROCEDURES AND BIDDER TERMS AND CONDITIONS**

**REVERSE AUCTION PROCEDURES**

1. EASI will provide written notice to each bidder through email regarding the bidder's inclusion or exclusion from the qualified bidders list. This will be the official invitation to participate in the Reverse Auction.

**INVITATION**

1. EASI will work with the bidder to prepare for the auction event. Preparation may include, but is not limited to: testing of the bidder interface, review and discussion of Online Reverse Auction event procedures and other documentation, and training.
2. During the Online Reverse Auction event, only those bidders on the qualified bidders list will be allowed to participate in the auction event. EASI will provide the necessary administrative support to ensure that the integrity of the auction event is not compromised.
3. EASI will keep an event record, which will include the prices offered by the bidders.
4. The EASI bidder interface will be configured such that a bidder will not know the identity of competing bidders.
5. EASI will begin the event through electronic notification to all qualified bidders. Bidders may submit multiple prices during the event.
6. Bids must be submitted by, or under the direction of, an authorized representative of the bidder as designated in the qualifications summary.
7. The auction event will have a scheduled stop time. The event may be extended if bids are received within a predetermined amount of time prior to the scheduled stop time. Specific procedures on time extension will be contained in the event procedures that will be reviewed and discussed with all qualified bidders.
8. The event will conclude at either the scheduled stop time or at the time at which all extensions are completed, whichever is later.
9. After the conclusion of the auction event, the City may consider further negotiations with the most advantageous proposer. If the City is unable to come to an agreement with the most advantageous proposer then the City reserves the right to award to the next most advantageous proposer.

**REVERSE AUCTION TRANSACTION FEE**

The design, maintenance and operation of the Solution requires substantial costs and investment by EASI. Thus, a Fee based on the total final purchase price stated upon award will be charged to the awarded Supplier. The Fee for specific products and services for each Online Bid shall be owed by Supplier upon the execution of each awarded sale resulting from Supplier's submission of any request for quotations through this Solution. Supplier hereby acknowledges that once you have viewed or received a request for quotation through or as a result of the Solution, and submitted an initial quotation of which a sale has ultimately been consummated as a result thereof, whether or not consummated through the Solution or other forms of bids or negotiations, Supplier is obligated to pay the Fee to EASI if as the awarded Supplier. Said Fee will be assessed to the awarded Supplier as follows:

Awarded Supplier Reporting and Payment Terms and Conditions:

The awarded Supplier will be responsible to pay the Fee of one (\$0.01) cent per gallon to EASI for all contract sales from the Buyer, any of its political subdivisions or any other entity (the "Buying Agent") resulting from this bidding event or subsequent contract. The fee is not to exceed \$30,000 per contract term (not annually), per agency utilizing the agreement.

Upon any renewals or extensions the \$30,000 fee cap would reset, and a new not to exceed fee of \$30,000 per extension term, per agency utilizing the agreement would begin.

Upon notification of award from the Buyer, the awarded Supplier is required to provide ACH or credit card account payment information ("Preferred Transaction Fee Payment Method") to EASI. EASI will charge the awarded Supplier via the Preferred Transaction Fee Payment Method based on the terms below:

1.) Term Purchases: For Term or ongoing purchases, awarded Supplier is required to enter into the Solution all Buyer's payments received (the "Payment" or "Payments") and details of the items, quantities and prices associated with those Payment(s) received within ten (10) days of the end of each month. If awarded Supplier fails to enter Buyer's payment information by the 10th of the month EASI will charge to Supplier's Preferred Transaction Fee Payment Method an amount equal to one month of the overall contract value estimated by the Buyer times the Fee percentage. The Fee will be charged to your Preferred Transaction Fee Payment Method on the fifteenth of each month.

2.) Audit Right: the Buyer and EASI reserve the right to audit the accuracy of the Fees. Audits shall be conducted during regular business hours, upon not less than fifteen (15) business day's prior written notice, and in such a manner as not to unreasonably interfere with the awarded Supplier's normal business activities. Fees will be due immediately for any errors or omissions disclosed by any such audit. If, as a result of any such audit, Fees are determined to have been underpaid by more than five percent (5%) for the period audited, awarded Supplier shall pay for the costs of such audit.

**ACCEPTED AND AGREED TO:**

Company Name: Western States Petroleum, Inc.

Signature: [Handwritten Signature]

Printed Name: STEVE TOLBOE

Title: SALES MANAGER

Date: 7/11/16

**ATTACHMENT E**  
**REVERSE AUCTION PROCEDURES AND BIDDER TERMS AND CONDITIONS**

**REVERSE AUCTION PROCEDURES**

1. EASi will provide written notice to each bidder through email regarding the bidder's inclusion or exclusion from the qualified bidders list. This will be the official invitation to participate in the Reverse Auction.

**INVITATION**

1. EASi will work with the bidder to prepare for the auction event. Preparation may include, but is not limited to: testing of the bidder interface, review and discussion of Online Reverse Auction event procedures and other documentation, and training.
2. During the Online Reverse Auction event, only those bidders on the qualified bidders list will be allowed to participate in the auction event. EASi will provide the necessary administrative support to ensure that the integrity of the auction event is not compromised.
3. EASi will keep an event record, which will include the prices offered by the bidders.
4. The EASi bidder interface will be configured such that a bidder will not know the identity of competing bidders.
5. EASi will begin the event through electronic notification to all qualified bidders. Bidders may submit multiple prices during the event.
6. Bids must be submitted by, or under the direction of, an authorized representative of the bidder as designated in the qualifications summary.
7. The auction event will have a scheduled stop time. The event may be extended if bids are received within a predetermined amount of time prior to the scheduled stop time. Specific procedures on time extension will be contained in the event procedures that will be reviewed and discussed with all qualified bidders.
8. The event will conclude at either the scheduled stop time or at the time at which all extensions are completed, whichever is later.
9. After the conclusion of the auction event, the City may consider further negotiations with the most advantageous proposer. If the City is unable to come to an agreement with the most advantageous proposer then the City reserves the right to award to the next most advantageous proposer.

**REVERSE AUCTION TRANSACTION FEE**

The design, maintenance and operation of the Solution requires substantial costs and investment by EASi. Thus, a Fee based on the total final purchase price stated upon award will be charged to the awarded Supplier. The Fee for specific products and services for each Online Bid shall be owed by Supplier upon the execution of each awarded sale resulting from Supplier's submission of any request for quotations through this Solution. Supplier hereby acknowledges that once you have viewed or received a request for quotation through or as a result of the Solution, and submitted an initial quotation of which a sale has ultimately been consummated as a result thereof, whether or not consummated through the Solution or other forms of bids or negotiations, Supplier is obligated to pay the Fee to EASi if as the awarded Supplier. Said Fee will be assessed to the awarded Supplier as follows:

Awarded Supplier Reporting and Payment Terms and Conditions:

**The awarded Supplier will be responsible to pay the Fee of one (\$0.01) cent per gallon to EASi for all contract sales from the Buyer, any of its political subdivisions or any other entity (the "Buying Agent") resulting from this bidding event or subsequent contract. The fee is not to exceed \$30,000 per contract term (not annually), per agency utilizing the agreement.**

Upon any renewals or extensions the \$30,000 fee cap would reset, and a new not to exceed fee of \$30,000 per extension term, per agency utilizing the agreement would begin.

Upon notification of award from the Buyer, the awarded Supplier is required to provide ACH or credit card account payment information ("Preferred Transaction Fee Payment Method") to EASi. EASi will charge the awarded Supplier via the Preferred Transaction Fee Payment Method based on the terms below:

1.) One-Time Purchase Contracts: Upon receipt of a Buyer's purchase order (the "Purchase Order") for a One-Time Purchase, awarded Supplier is required to upload into the Solution a copy of the Purchase Order and submit Purchase Order details including descriptions, quantities, dollar amounts and estimated delivery dates of the anticipated purchased items (the "Purchased Items"). Fifty percent (50%) of the Fee will be charged to your Preferred Transaction Fee Payment Method fifteen (15) days of the issuance of a Purchase Order, with the remaining fifty percent (50%) charged within fifteen (15) days of delivery of the Purchased Items. If the total payment for the One-Time Purchase Contract exceeds the purchase order amount, the Fee will be charged on the additional amount within fifteen (15) days of receipt of the additional purchase order amount payment.

2.) Term Purchases: For Term or ongoing purchases, awarded Supplier is required to enter into the Solution all Buyer's payments received (the "Payment" or "Payments") and details of the items, quantities and prices associated with those Payment(s) received within ten (10) days of the end of each month. If awarded Supplier fails to enter Buyer's payment information by the 10th of the month EASi will charge to Supplier's Preferred Transaction Fee Payment Method an amount equal to one month of the overall contract value estimated by the Buyer times the Fee percentage. The Fee will be charged to your Preferred Transaction Fee Payment Method on the fifteenth of each month.

3.) Audit Right: the Buyer and EASi reserve the right to audit the accuracy of the Fees. Audits shall be conducted during regular business hours, upon not less than fifteen (15) business day's prior written notice, and in such a manner as not to unreasonably interfere with the awarded Supplier's normal business activities. Fees will be due immediately for any errors or omissions disclosed by any such audit. If, as a result of any such audit, Fees are determined to have been underpaid by more than five percent (5%) for the period audited, awarded Supplier shall pay for the costs of such audit.

**ACCEPTED AND AGREED TO:**

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



Addem #1

TO: All Bidders Receiving Request for Bids (RFB) 2016201

FROM: Darryl Woodson, Senior Procurement Officer **DWoodson**

DATE: June 22, 2016

SUBJECT: Sample Online Pricing & Compensation and Revised Attachments C and D

All firms are hereby notified that the Request for Bids for **GASOLINE AND DIESEL FUEL** has been revised by this addendum. #1

A sample Online Pricing and Compensation page has been added. Attachment C has been modified to include the estimated gallons used annually. Also, Attachment D, Awarded Supplier Payment Terms and Conditions was changed and item 1, was deleted.

The pre-bid scheduled for July 7, at 10:00 a.m. (Arizona time) will offer individuals unable to attend in person to call in via teleconference. The phone number will be (480) 644-6120, pin #319405.

All other terms and conditions remain unchanged at this time. Bidders are reminded that responses are due in the Purchasing office no later than 3:00 p.m. (local time) on **Thursday, July 14, 2016.**

Please contact me at [darryl.woodson@mesaaz.gov](mailto:darryl.woodson@mesaaz.gov) or [Cyndi.Gonzales@MesaAZ.gov](mailto:Cyndi.Gonzales@MesaAZ.gov) with any questions you may have regarding this addendum.

c: file 2016201

**PRICING & COMPENSATION**

**DISCOUNT / MARKUPS**

**for Truck and Trailer Deliveries: (5,000 gallons and Over)**  
 Contract Prices will be tied to the OPIS Index as indicated below

Item	Fuel Type - Description	OPIS Index as of 7/18/2016	Vendor Discount	Vendor Markup	Price per Gallon with Discount	Price per Gallon with Markup	Annual Estimate Gallons	Extended Price
1	CBG Ethanol 10% Unleaded Gasoline		Online	Online	Online	Online	2,546,194	
2	#2 ULS Diesel & Biodiesel Fuels (B20)		Online	Online	Online	Online	1,614,081	
3	#2 ULS Diesel - Red Dye		Online	Online	Online	Online	1,537,257	
4	E-85 Flex-Fuel		Online	Online	Online	Online	0	
							<b>Sub-Total</b>	

Bidder must provide either a discount or markup for all items in this section. FOB Destination, excluding all applicable taxes and based on the OPIS average rack price for Arizona published on July 18, 2016.

**DISCOUNT / MARKUPS**

**for Tan Wagon Deliveries: (Less than 5,000 gallons)**  
 Contract Prices will be tied to the OPIS Index as indicated below

Item	Fuel Type - Description	OPIS Index as of 7/18/2016	Vendor Discount	Vendor Markup	Price per Gallon with Discount	Price per Gallon with Markup	Annual Estimate Gallons	Extended Price
5	CBG Ethanol 10% Unleaded Gasoline		Online	Online	Online	Online	15,000	
6	#2 ULS Diesel & Biodiesel Fuels (B20)		Online	Online	Online	Online	14,000	
7	#2 ULS Diesel - Red Dye		Online	Online	Online	Online	0	
8	E-85 Flex-Fuel		Online	Online	Online	Online	4,500	
							<b>Sub-Total</b>	

**TOTAL**

Bidder must provide either a discount or markup for all items in this section. FOB Destination, excluding all applicable taxes and based on the OPIS average rack price for Arizona published on July 18, 2016.

**ADDENDUM 1 - DELIVERY LOCATIONS**

**CITY OF MESA:**

<b>Item No.</b>	<b>Department Name/Address</b>	<b>Type of Fuel</b>	<b>Tank Quantity Size in Gal. per Tank.</b>
1	Fleet Services (West) 300 East 6th Street Mesa, AZ	CBG Ethanol 10% Unleaded  #2 ULS Diesel	Six (6) - 12,000  Three (3) - 12, 000
2	Falcon Field Airport Police/Fire/Customer Service Substation 4534 E. McKellips Road Mesa, AZ	CBG Ethanol 10% Unleaded  #2 ULS Diesel	One (1) - 10,000  One (1) - 10,000
3	Dobson Ranch Police/Fire/Customer Service Substation 2505 S. Dobson Road Mesa, AZ <b>Secure Site</b>	  #2 ULS Diesel	One (1) - 10,000
4	Dobson Ranch Golf Course 2155 S. Dobson Road Mesa, AZ	  #2 ULS Diesel	One (1) - 3,000
5	Mesa Police Department 130 North Robson Mesa, AZ	  #2 ULS Diesel	One (1) - 550
6	Fleet Services (East) 6935 E. Decatur Mesa, AZ	CBG Ethanol 10% Unleaded  #2 ULS Diesel	Six (6) - 12,000 Three (3) - 12,000
7	Superstition Police/Fire Substation 2430 South Ellsworth Mesa, AZ <b>Secure Site</b>	CBG Ethanol 10% Unleaded  #2 ULS Diesel	One (1) - 12,000 One (1) - 12,000
8	Red Mountain Police Substation 4333 E. University Dr. Mesa, AZ <b>Secure Site</b>	CBG Ethanol 10% Unleaded	Two (2) - 15,000
9	Fiesta Police Substation 1010 W. Grove Avenue Mesa, AZ <b>Secure Site</b>	CBG Ethanol 10% Unleaded	Two (2) - 15,000
*10	Queen Creek Utility Yard 34630 N. Schnepf Road Queen Creek, AZ	CBG Ethanol 10% Unleaded above-ground tank	One (1) - 1,000
*11	Fire Station #205 730 S. Greenfield Road Mesa, AZ	#2 ULS Diesel above-ground trailer	One (1) - 580
*12	Fire Station #216 7966 E. McDowell Road Mesa, AZ	#2 ULS Diesel above-ground tank	One (1) - 1000



Item No.	Department Name/Address	Type of Fuel	Tank Quantity Size in Gal. per Tank.
13	Various generator stations located around the City that may require deliveries of up to 1,000 gals. Annually.	CBG Ethanol 10% Unleaded	Varies

Location #1 will use approximately 66% of the total estimated fuel quantity. Location #1 will place all orders and specify the delivery site at time of order. Unless noted otherwise, all tanks are below ground, but not all are subject to "LUST" tax. \* Above ground locations are exempt. The City's three (3) Police substations are secured sites. Deliveries to these locations must be made between 6:30 AM and 2:30 PM weekdays.

All deliveries must be phoned in to City personnel located at drop site at least 30 minutes prior to delivery.

#### MESA PUBLIC SCHOOLS NO. 4

Loc. No.	Department Name/Address	Type of Fuel	Tank Qty Size in Gal. per Tank
1	Transportation Dept. 549 N. Stapley Mesa, AZ	CBG Ethanol 10% Unleaded 8,500 gal 1x /month	One (1) – 20,000
		#2 ULS Red Dye 7,500 gal 3x /month	Two (2) – 20,000
2	Broadway - Satellite 109 East Broadway Mesa, AZ	CBG Ethanol 10% Unleaded 7,500 gal 3x /month	One (1) - 10,000
		#2 ULS Diesel 8,500 gal. 1 x / quarterly	One (1) - 10,000
		#2 ULS Red Dye 7,500 gal 2x /month	One (1) - 10,000
3	Fremont - Satellite 837 N. Power Road Mesa, AZ	CBG Ethanol 10% Unleaded 8,500 gal 1x every 2 months	One (1) - 10,000
		#2 ULS Red Dye 7,500 gal 3x /month	Three (3) – 10,000
<p><b>Note:</b> Location #1 will order all fuel and specify the delivery site at time of order. All tanks are below ground, but not all are subject to "LUST" tax. Buyers will specify which locations are exempt. Delivery hours: Stapley- 5:00am to 6:00 pm Fremont- 5:00am to 6:00 pm Broadway- 5:00am to 5:00 pm</p>			

**TOWN OF GILBERT**

<b>Loc. No.</b>	<b>Department Name/Address</b>	<b>Type of Fuel</b>	<b>Tank Qty Size in Gal. per Tank</b>
1	Site: 001 NASC 900 E Juniper Ave. (M-Th. 7:30-5:00)  <i>Deliveries: On Guadalupe Rd East of Lindsay Rd, go south on Freestone Pkwy which will lead you directly to our entrance gate to be buzzed in)</i>  <i>Typical orders 5,000-7,500 gal. / week</i>	CBG Ethanol 10% Unleaded (underground)	One (1) - 12,000
		CBG Ethanol 10% Unleaded (underground)	One (1) - 6,000
		Diesel B20 (underground)	One (1) - 6,000
2	Site: 003 SASC 4760 S. GREENFIELD RD. (M-F. 7:30-5:00)  <i>Deliveries: On Guadalupe Rd East of Lindsay Rd, go south on Freestone Pkwy which will lead you directly to our entrance gate to be buzzed in)</i>  <i>Typical orders 7,500-15,000 gal. / week</i>	Diesel B20 (underground)	One (1) - 20,000
		CBG Ethanol 10% Unleaded (underground)	One (1) - 5,000
		CBG Ethanol 10% Unleaded (underground)	One (1) - 10,000
3	Site: 251 Fire Station 1 2730 E. Williams Field (M-Th. 6:00-4:00)  <i>Deliveries: Contact Jeff Stein to access fuel tanks (480) 503-6363</i>  <i>Typical orders 1,000-1,500 gal. / month</i>	CBG Ethanol 10% Unleaded (above ground)	One (1) - 2,000
		*Diesel B20 (above ground)	One (1) - 8,000
4	Site: 252 Fire Station 252 2855 E. Guadalupe Rd. (M-Th. 6:00-4:00)  <i>Deliveries: Contact Jeff Stein to access fuel tanks (480) 503-6363</i>	*Diesel B20 (above ground)	One (1) - 2,000
5	Site: 253 Fire Station 253 1011 E Guadalupe Rd. (M-Th. 6:00-4:00)  <i>Deliveries: Contact Jeff Stein to access fuel tanks (480) 503-6363</i>	*Diesel B20 (above ground)	One (1) - 2,000
6	Site: 255 Fire Station 255 3630 E. Germann Rd. (M-Th. 6:00-4:00)  <i>Deliveries: Contact Jeff Stein to access fuel tanks (480) 503-6363</i>	*Diesel B20 (above ground)	One (1) - 2,000

Loc. No.	Department Name/Address	Type of Fuel	Tank Qty Size in Gal. per Tank
7	Site: 256 Fire Station 256 3595 E. Warner Rd. (M-Th. 6-4) <i>Deliveries: Contact Jeff Stein to access fuel tanks (480) 503-6363</i>	*Diesel B20 (above ground)	One (1) - 2,000
8	Site: 257 Fire Station 257 625 W. Warner Rd. (M-Th. 6-4) <i>Deliveries: Contact Jeff Stein to access fuel tanks (480) 503-6363</i>	*Diesel B20 (above ground)	One (1) - 2,000
9	Site: 258 Fire Station 258 1095 E. Germann Rd. (M-Th. 6-4) <i>Deliveries: Contact Jeff Stein to access fuel tanks (480) 503-6363</i>	*Diesel B20 (above ground)	One (1) - 2,000
10	Site: 2510 Fire Station 1330 W. Guadalupe Rd. (M-Th. 6-4) <i>Deliveries: Contact Jeff Stein to access fuel tanks (480) 503-6363</i>	*Diesel B20 (above ground)	One (1) - 2,000

\*Typical Orders are 500 gallons per month

#### GILBERT PUBLIC SCHOOLS

Loc. No.	Department Name/Address	Type of Fuel	Tank QTY. size in Gal. per Tank
1	Gilbert Base 140 South Gilbert Road <i>Typical orders 7,200 gal. / month</i>	CBG Ethanol 10% Unleaded (underground)	One (1) 10,000
		ULS Red Dye Diesel (underground)	Two (2) 10,000
2	Power Base 7025 East Guadalupe Road <i>Typical orders 7,200 gal. / month</i>	CBG Ethanol 10% Unleaded & #2 Diesel Split in Half (above ground)	One (1) 12,000

**TEMPE UNION HIGH SCHOOL DISTRICT**

Loc. No.	Department Name/Address	Type of Fuel	Tank Qty - Size in Gal.
1	District 500 West Guadalupe Road, Tempe, AZ 85283	Unleaded & #2 Diesel (underground)	Two (2) 12,000
2	Mountain Point 4201 E. Knox Road, Phoenix, AZ 85044	#2 Diesel (underground)	One (1) 500

15,000 gallons of diesel per month, 15,000 gallons of unleaded per year

**CITY OF GLENDALE:**

Item No.	Department Name/Address	Type of Fuel	Tank Qty - Size in Gal. per Tank.
1	Maintenance Yard 6210 W. Myrtle Avenue Glendale, AZ 85301	CBG Ethanol 10% Unleaded  Diesel B20	One (1) - 12,000  One (1) - 12,000
2	Fire Station #153 14061 N. 59 <sup>th</sup> Avenue Glendale, AZ 85306	E-85  #2 ULS Diesel	One (1) - 12,000  One (1) - 12,000
3	Fire/Police Station #155 6255 W. Union Hills Road Glendale, AZ 85308 <b>Secure Site</b>	CBG Ethanol 10% Unleaded  #2 ULS Diesel	One (1) - 12,000  One (1) - 12,000
4	Glendale Landfill 11480 W. Glendale Avenue Glendale, AZ 85311	#2 ULS Diesel	One (1) - 4,000  <b>ABOVE GROUND</b>
5	Various generator stations located around the City that may require deliveries of up to 1,000 gals. Annually.	#2 ULS Diesel - Red Dye	Varies

Location #1 will use approximately 70% of the total estimated fuel quantity. Location #1 will place all orders and specify the delivery site at time of order. Unless noted otherwise, all tanks are below ground, but not all are subject to "LUST" tax. \* Above ground locations are exempt. Deliveries to Location #2 must be made between 7:00AM and 9:00AM weekdays. Location #3 is a secured site, and deliveries must be phoned in to City personnel at least 30 minutes prior to delivery for site access. Deliveries to Location #4 must be made between 6:00AM and 8:00AM weekdays.

<b>ANNUAL ITEMIZED ESTIMATE BY AGENCY (GALLONS)</b>					
<b>LOCATION</b>		<b>CBG Ethanol 10% Unleaded Gasoline</b>	<b>#2 ULS Diesel &amp; Biodiesel (B20)</b>	<b>#2 ULS Diesel - Red Dye</b>	<b>E-85</b>
1	City of Mesa	1,044,194	778,081	0	0
2	Gilbert Public Schools	90,000	0	357,157	0
3	City of Glendale	581,000	600,000	5,100	4,500
4	Mesa Public School	200,000	25,000	825,000	0
5	Tempe Union High School	15,000	165,000	0	0
6	Town of Gilbert	631,000	60,000	350,000	0
	<b>TOTAL</b>	<b>2,561,194</b>	<b>1,628,081</b>	<b>1,537,257</b>	<b>4,500</b>

**Addendum 1**  
**ATTACHMENT D Revised**  
**REVERSE AUCTION PROCEDURES AND BIDDER TERMS AND CONDITIONS**

**REVERSE AUCTION PROCEDURES**

1. EASi will provide written notice to each bidder through email regarding the bidder's inclusion or exclusion from the qualified bidders list. This will be the official invitation to participate in the Reverse Auction.

**INVITATION**

1. EASi will work with the bidder to prepare for the auction event. Preparation may include, but is not limited to: testing of the bidder interface, review and discussion of Online Reverse Auction event procedures and other documentation, and training.
2. During the Online Reverse Auction event, only those bidders on the qualified bidders list will be allowed to participate in the auction event. EASi will provide the necessary administrative support to ensure that the integrity of the auction event is not compromised.
3. EASi will keep an event record, which will include the prices offered by the bidders.
4. The EASi bidder interface will be configured such that a bidder will not know the identity of competing bidders.
5. EASi will begin the event through electronic notification to all qualified bidders. Bidders may submit multiple prices during the event.
6. Bids must be submitted by, or under the direction of, an authorized representative of the bidder as designated in the qualifications summary.
7. The auction event will have a scheduled stop time. The event may be extended if bids are received within a predetermined amount of time prior to the scheduled stop time. Specific procedures on time extension will be contained in the event procedures that will be reviewed and discussed with all qualified bidders.
8. The event will conclude at either the scheduled stop time or at the time at which all extensions are completed, whichever is later.
9. After the conclusion of the auction event, the City may consider further negotiations with the most advantageous proposer. If the City is unable to come to an agreement with the most advantageous proposer then the City reserves the right to award to the next most advantageous proposer.

**REVERSE AUCTION TRANSACTION FEE**

The design, maintenance and operation of the Solution requires substantial costs and investment by EASi. Thus, a Fee based on the total final purchase price stated upon award will be charged to the awarded Supplier. The Fee for specific products and services for each Online Bid shall be owed by Supplier upon the execution of each awarded sale resulting from Supplier's submission of any request for quotations through this Solution. Supplier hereby acknowledges that once you have viewed or received a request for quotation through or as a result of the Solution, and submitted an initial quotation of which a sale has ultimately been consummated as a result thereof, whether or not consummated through the Solution or other forms of bids or negotiations, Supplier is obligated to pay the Fee to EASi if as the awarded Supplier. Said Fee will be assessed to the awarded Supplier as follows:

**Awarded Supplier Reporting and Payment Terms and Conditions:**

**The awarded Supplier will be responsible to pay the Fee of one (\$0.01) cent per gallon to EASi for all contract sales from the Buyer, any of its political subdivisions or any other entity (the "Buying Agent") resulting from this bidding event or subsequent contract. The fee is not to exceed \$30,000 per contract term (not annually), per agency utilizing the agreement.**

Upon any renewals or extensions the \$30,000 fee cap would reset, and a new not to exceed fee of \$30,000 per extension term, per agency utilizing the agreement would begin.

Upon notification of award from the Buyer, the awarded Supplier is required to provide ACH or credit card account payment information ("Preferred Transaction Fee Payment Method") to EASi. EASi will charge the awarded Supplier via the Preferred Transaction Fee Payment Method based on the terms below:

1.) Term Purchases: For Term or ongoing purchases, awarded Supplier is required to enter into the Solution all Buyer's payments received (the "Payment" or "Payments") and details of the items, quantities and prices associated with those Payment(s) received within ten (10) days of the end of each month. If awarded Supplier fails to enter Buyer's payment information by the 10th of the month EASi will charge to Supplier's Preferred Transaction Fee Payment Method an amount equal to one month of the overall contract value estimated by the Buyer times the Fee percentage. The Fee will be charged to your Preferred Transaction Fee Payment Method on the fifteenth of each month.

2.) Audit Right: the Buyer and EASi reserve the right to audit the accuracy of the Fees. Audits shall be conducted during regular business hours, upon not less than fifteen (15) business day's prior written notice, and in such a manner as not to unreasonably interfere with the awarded Supplier's normal business activities. Fees will be due immediately for any errors or omissions disclosed by any such audit. If, as a result of any such audit, Fees are determined to have been underpaid by more than five percent (5%) for the period audited, awarded Supplier shall pay for the costs of such audit.

**ACCEPTED AND AGREED TO:**

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



Addendum #2

TO: All Bidders Receiving Request for Bids (RFB) 2016201  
FROM: Darryl Woodson, Senior Procurement Officer **DWoodson**  
DATE: July 12, 2016  
SUBJECT: Addendum #2 - Pre-Bid Conference Questions and Clarifications

All firms are hereby notified that the Request for Bids for **GASOLINE AND DIESEL FUEL** has been revised by this addendum.

This Addendum includes a Revised Locations and Estimated Quantities Listing, a Revised Respondent Questionnaire, a Revised Pricing & Compensation Page and a list of Vendor Questions and Answers.

In addition, Item numbers 6, 8, 9 and 17 in the Scope of Work have been revised. There will be no additional fees allowed for split load and tank top-off deliveries. Fire Stations number 203 and 209 have been added to the City of Mesa's list of locations. Fuel quantities have also been revised and updated.

#### SCOPE OF WORK

6. **SPLIT DELIVERY AND TOP-OFF LOAD REQUIREMENTS.** The City and the named agencies currently request that some deliveries be split between *multiple* locations. It is highly preferable that these services continue to be available. ***Split deliveries to multiple locations are not to be combined for the purpose of receiving a lower per gallon rate.*** The Arizona Department of Weight and Measures requires an annual vapor recovery test be performed on all qualifying tanks. ***For annual vapor recovery testing, vendors must charge the full tank-load (5,000 gallons or more) discount rate for top-off and split fuel deliveries.*** In order to comply with this directive, top-off loads will be requested as necessary. The bidder shall indicate whether split deliveries and top-off loads are offered in the space provided on attachment B, Respondent Questionnaire.
8. **DELIVERY TICKETS.** As required by ADEQ Tier II laws, all delivery tickets must delineate the supplier's name, address, brand of fuel, grade of fuel and ***manual*** dip stick reading prior to unloading and shall be provided at time of delivery. An additional notation of the spill bucket being clean and dry when the driver leaves the drop site must all be made on the delivery ticket. The buyer shall only authorize payment for the actual quantity of fuel delivered to each site.
9. **DELIVERY METHOD.** Tank Wagon deliveries for gasoline and diesel shall be for a maximum of 4,999 gallons. Truck and Trailer deliveries for gasoline shall be for a minimum of 5,000 gallons. ***Vendors must carry short, long and coaxial adaptors for all deliveries. Vehicles shall be owned or leased by the Seller and operated by employees of the Seller.***
- 17b. **RENEWAL AND EXTENSION PRICING.** Any extension of the Agreement will be at the same pricing as the initial Term. If the Agreement is renewed in accordance with ***Section 15 and 16*** above, ***pricing*** may not be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the parties. The Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.

All other terms and conditions remain unchanged at this time. Due to this addendum, the due date has been changed. Bid responses are now due in the Purchasing office no later than 3:00 p.m. (local time) on **Thursday, July 21, 2016.**

Please contact me at [darryl.woodson@mesaaz.gov](mailto:darryl.woodson@mesaaz.gov) or [Cyndi.Gonzales@MesaAZ.gov](mailto:Cyndi.Gonzales@MesaAZ.gov) with any questions you may have regarding this addendum.



**REVISED (7/12/16) DELIVERY LOCATIONS**

**CITY OF MESA:**

<b>Item No.</b>	<b>Department Name/Address</b>	<b>Type of Fuel</b>	<b>Tank Quantity Size in Gal. per Tank.</b>
1	Fleet Services (West) 300 East 6th Street Mesa, AZ	CBG Ethanol 10% Unleaded  <b>Diesel B20</b>	Six (6) - 12,000  Three (3) - 12, 000
2	Falcon Field Airport Police/Fire/Customer Service Substation 4534 E. McKellips Road Mesa, AZ	CBG Ethanol 10% Unleaded  #2 ULS Diesel	One (1) - 10,000  One (1) - 10,000
3	Dobson Ranch Police/Fire/Customer Service Substation 2505 S. Dobson Road Mesa, AZ <b>Secure Site</b>	  #2 ULS Diesel	One (1) - 10,000
4	Dobson Ranch Golf Course 2155 S. Dobson Road Mesa, AZ	#2 ULS Diesel	One (1) - 3,000
5	Mesa Police Department 130 North Robson Mesa, AZ	#2 ULS Diesel	One (1) - 550
6	Fleet Services (East) 6935 E. Decatur Mesa, AZ	CBG Ethanol 10% Unleaded  <b>Diesel B20</b>	Six (6) - 12,000 Three (3) - 12,000
7	Superstition Police/Fire Substation 2430 South Ellsworth Mesa, AZ <b>Secure Site</b>	CBG Ethanol 10% Unleaded  #2 ULS Diesel	One (1) - 12,000 One (1) - 12,000
8	Red Mountain Police Substation 4333 E. University Dr. Mesa, AZ <b>Secure Site</b>	CBG Ethanol 10% Unleaded	Two (2) - 15,000
9	Fiesta Police Substation 1010 W. Grove Avenue Mesa, AZ <b>Secure Site</b>	CBG Ethanol 10% Unleaded	Two (2) - 15,000
*10	Queen Creek Utility Yard 34630 N. Schnepf Road Queen Creek, AZ	CBG Ethanol 10% Unleaded above-ground tank	One (1) - 1,000
*11	<b>Fire Station #203</b> <b>1340 W. University</b> <b>Mesa, AZ</b>	<b>#2 ULS Diesel</b> above-ground trailer	<b>One (1) - 3,000</b>
*12	Fire Station #205 730 S. Greenfield Road Mesa, AZ	#2 ULS Diesel above-ground trailer	One (1) - 580
*13	<b>Fire Station #209</b> <b>7035 E. Southern</b> <b>Mesa, AZ</b>	<b>#2 ULS Diesel</b> above-ground trailer	<b>One (1) - 586</b>

Item No.	Department Name/Address	Type of Fuel	Tank Quantity Size in Gal. per Tank.
*14	Fire Station #216 7966 E. McDowell Road Mesa, AZ	#2 ULS Diesel above-ground tank	One (1) – 1000
15	Various generator stations located around the City that may require deliveries of up to 1,000 gals. Annually.	CBG Ethanol 10% Unleaded	Varies

Location #1 will use approximately 66% of the total estimated fuel quantity. Location #1 will place all orders and specify the delivery site at time of order. Unless noted otherwise, all tanks are below ground, but not all are subject to "LUST" tax. \* Above ground locations are exempt. The City's three (3) Police substations are secured sites. Deliveries to these locations must be made between 6:30 AM and 2:30 PM weekdays.

All deliveries must be phoned in to City personnel located at drop site at least 30 minutes prior to delivery.

#### MESA PUBLIC SCHOOLS NO. 4

Loc. No.	Department Name/Address	Type of Fuel	Tank Qty Size in Gal. per Tank
1	Transportation Dept. 549 N. Stapley Mesa, AZ	CBG Ethanol 10% Unleaded 8,500 gal 1x /month	One (1) – 20,000
		#2 ULS Red Dye 7,500 gal 3x /month	Two (2) – 20,000
2	Broadway - Satellite 109 East Broadway Mesa, AZ	CBG Ethanol 10% Unleaded 7,500 gal 3x /month	One (1) - 10,000
		#2 ULS Diesel 8,500 gal. 1 x / quarterly	One (1) - 10,000
		#2 ULS Red Dye 7,500 gal 2x /month	One (1) - 10,000
3	Fremont - Satellite 837 N. Power Road Mesa, AZ	CBG Ethanol 10% Unleaded 8,500 gal 1x every 2 months	One (1) - 10,000
		#2 ULS Red Dye 7,500 gal 3x /month	Three (3) – 10,000
<p><b>Note:</b> Location #1 will order all fuel and specify the delivery site at time of order. All tanks are below ground, but not all are subject to "LUST" tax. Buyers will specify which locations are exempt. Delivery hours: Stapley- 5:00am to 6:00 pm Fremont- 5:00am to 6:00 pm Broadway- 5:00am to 5:00 pm</p>			

**TOWN OF GILBERT**

Loc. No.	Department Name/Address	Type of Fuel	Tank Qty Size in Gal. per Tank
1	Site: 001 NASC 900 E Juniper Ave. (M-Th. 7:30-5:00)  <i>Deliveries: On Guadalupe Rd East of Lindsay Rd, go south on Freestone Pkwy which will lead you directly to our entrance gate to be buzzed in)</i>  <i>Typical orders 5,000-7,500 gal. / week</i>	CBG Ethanol 10% Unleaded (underground)	One (1) - 12,000
		CBG Ethanol 10% Unleaded (underground)	One (1) - 6,000
		Diesel B20 (underground)	One (1) - 6,000
2	Site: 003 SASC 4760 S. GREENFIELD RD. (M-F. 7:30-5:00)  <i>Deliveries: On Guadalupe Rd East of Lindsay Rd, go south on Freestone Pkwy which will lead you directly to our entrance gate to be buzzed in)</i>  <i>Typical orders 7,500-15,000 gal. / week</i>	Diesel B20 (underground)	One (1) - 20,000
		CBG Ethanol 10% Unleaded (underground)	One (1) - 5,000
		CBG Ethanol 10% Unleaded (underground)	One (1) - 10,000
3	Site: 251 Fire Station 1 2730 E. Williams Field (M-Th. 6:00-4:00)  <i>Deliveries: Contact Jeff Stein to access fuel tanks (480) 503-6363</i>  <i>Typical orders 1,000-1,500 gal. / month</i>	CBG Ethanol 10% Unleaded (above ground)	One (1) - 2,000
		*Diesel B20 (above ground)	One (1) - 8,000
4	Site: 252 Fire Station 252 2855 E. Guadalupe Rd. (M-Th. 6:00-4:00)  <i>Deliveries: Contact Jeff Stein to access fuel tanks (480) 503-6363</i>	*Diesel B20 (above ground)	One (1) - 2,000
5	Site: 253 Fire Station 253 1011 E Guadalupe Rd. (M-Th. 6:00-4:00)  <i>Deliveries: Contact Jeff Stein to access fuel tanks (480) 503-6363</i>	*Diesel B20 (above ground)	One (1) - 2,000
6	Site: 255 Fire Station 255 3630 E. Germann Rd. (M-Th. 6:00-4:00)	*Diesel B20 (above ground)	One (1) - 2,000

Loc. No.	Department Name/Address	Type of Fuel	Tank Qty Size in Gal. per Tank
	<i>Deliveries: Contact Jeff Stein to access fuel tanks (480) 503-6363</i>		
7	Site: 256 Fire Station 256 3595 E. Warner Rd. (M-Th. 6-4) <i>Deliveries: Contact Jeff Stein to access fuel tanks (480) 503-6363</i>	*Diesel B20 (above ground)	One (1) - 2,000
8	Site: 257 Fire Station 257 625 W. Warner Rd. (M-Th. 6-4) <i>Deliveries: Contact Jeff Stein to access fuel tanks (480) 503-6363</i>	*Diesel B20 (above ground)	One (1) - 2,000
9	Site: 258 Fire Station 258 1095 E. Germann Rd. (M-Th. 6-4) <i>Deliveries: Contact Jeff Stein to access fuel tanks (480) 503-6363</i>	*Diesel B20 (above ground)	One (1) - 2,000
10	Site: 2510 Fire Station 1330 W. Guadalupe Rd. (M-Th. 6-4) <i>Deliveries: Contact Jeff Stein to access fuel tanks (480) 503-6363</i>	*Diesel B20 (above ground)	One (1) - 2,000

\*Typical Orders are 500 gallons per month

#### GILBERT PUBLIC SCHOOLS

Loc. No.	Department Name/Address	Type of Fuel	Tank QTY. size in Gal. per Tank
1	Gilbert Base 140 South Gilbert Road <i>Typical orders 7,200 gal. / month</i>	CBG Ethanol 10% Unleaded (underground)	One (1) 10,000
		ULS Red Dye Diesel (underground)	Two (2) 10,000
2	Power Base 7025 East Guadalupe Road <i>Typical orders 7,200 gal. / month</i>	CBG Ethanol 10% Unleaded & #2 Diesel Split in Half (above ground)	One (1) 12,000

**TEMPE UNION HIGH SCHOOL DISTRICT**

Loc. No.	Department Name/Address	Type of Fuel	Tank Qty - Size in Gal.
1	District 500 West Guadalupe Road, Tempe, AZ 85283	Unleaded & #2 Diesel (underground)	Two (2) 12,000
2	Mountain Point 4201 E. Knox Road, Phoenix, AZ 85044	#2 Diesel (underground)	One (1) 500

15,000 gallons of diesel per month, 15,000 gallons of unleaded per year

**CITY OF GLENDALE:**

Item No.	Department Name/Address	Type of Fuel	Tank Qty - Size in Gal. per Tank.
1	Maintenance Yard 6210 W. Myrtle Avenue Glendale, AZ 85301	CBG Ethanol 10% Unleaded  Diesel B20	One (1) - 12,000  One (1) - 12,000
2	Fire Station #153 14061 N. 59 <sup>th</sup> Avenue Glendale, AZ 85306	E-85  #2 ULS Diesel	One (1) - 12,000  One (1) - 12,000
3	Fire/Police Station #155 6255 W. Union Hills Road Glendale, AZ 85308 <b>Secure Site</b>	CBG Ethanol 10% Unleaded  #2 ULS Diesel	One (1) - 12,000  One (1) - 12,000
4	Glendale Landfill 11480 W. Glendale Avenue Glendale, AZ 85311	#2 ULS Diesel (above ground)	One (1) - 4,000
5	Various generator stations located around the City that may require deliveries of up to 1,000 gals. Annually.	#2 ULS Diesel - Red Dye	Varies

Location #1 will use approximately 70% of the total estimated fuel quantity. Location #1 will place all orders and specify the delivery site at time of order. Unless noted otherwise, all tanks are below ground, but not all are subject to "LUST" tax. \* Above ground locations are exempt. Deliveries to Location #2 must be made between 7:00AM and 9:00AM weekdays. Location #3 is a secured site, and deliveries must be phoned in to City personnel at least 30 minutes prior to delivery for site access. Deliveries to Location #4 must be made between 6:00AM and 8:00AM weekdays.

**REVISED 7/12/16 ANNUAL ITMIZED ESTIMATE BY AGENCY (GALLONS)**

	LOCATION	CBG Ethanol 10% Unleaded Gasoline	#2 ULS Diesel	Biodiesel (B20)	#2 ULS Diesel - Red Dye	E-85
1	City of Mesa	1,044,194	92,359	<b>638,582</b>	0	0
2	Gilbert Public Schools	90,000	0	0	357,157	0
3	City of Glendale	581,000	<b>220,000</b>	<b>380,000</b>	5,100	4,500
4	Mesa Public School	<b>612,000</b>	<b>270,000</b>	0	<b>720,000</b>	0
5	Tempe Union High School	15,000	165,000	0	0	0
6	Town of Gilbert	631,000	60,000	0	350,000	0
	<b>TOTAL</b>	<b>2,973,194</b>	<b>807,359</b>	<b>1,018,582</b>	<b>1,432,257</b>	4,500

X

**REVISED 7/12/16 ATTACHMENT B**  
**RESPONDENT QUESTIONNAIRE**

Respondent Company Name/ DBA:	
Years in business providing fueling services:	
Contractor's License No(s): (Submit a copy with the Response)	Type:
Number of employees at location that would serve under a contract from the Solicitation:	
Provide names, contact and telephone numbers of three (3) organizations that have received similar services from your company. At least one reference should be comparable in size to the City's proposed contract.	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
Total Annual \$ Value of Work: \$ _____, Supplies/Services and Dates Provided: _____ _____	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
Total Annual \$ Value of Work: \$ _____, Supplies/Services and Dates Provided: _____ _____	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
Total Annual \$ Value of Work: \$ _____, Supplies/Services and Dates Provided: _____ _____	

**REVISED 7/12/16 ATTACHMENT B  
RESPONDENT QUESTIONNAIRE**

<p>The fuel is (list manufacturer, brand, etc.): _____</p>
<p>Can delivery be made within forty-eight (48) hours of receipt of an order: Yes _____ No _____ If "no", explain _____ _____</p>
<p><b>Will bidder provide:</b></p> <p style="padding-left: 40px;">a. split load deliveries: Yes _____ No _____ b. tank top-off deliveries: Yes _____ No _____</p>
<p>Does the bidder agree to make an oxygenated blend of unleaded regular gasoline available that will comply with Maricopa County requirements? Yes _____ No _____ If "no", explain _____</p>
<p><b>Subcontractors:</b> List subcontractor(s) that will participate in carrying out the obligations of any resulting contract.</p>



**REVISED (7/12/16) PRICING & COMPENSATION**

**DISCOUNT / MARKUPS**

**For Truck and Trailer Deliveries: (5,000 gallons and Over)**  
 Contract Prices will be tied to the OPIS Index as indicated below

Item	Fuel Type - Description	OPIS Index as of 7/25/2016	Vendor Discount	Vendor Markup	Price per Gallon with Discount	Price per Gallon with Markup	Annual Estimate Gallons	Extended Price
1	CBG Ethanol 10% Unleaded Gasoline		Online	Online	Online	Online	2,973,194	
2	#2 ULS Diesel		Online	Online	Online	Online	807,359	
3	Biodiesel Fuels (B20)		Online	Online	Online	Online	1,018,582	
4	#2 ULS Diesel - Red Dye		Online	Online	Online	Online	1,432,257	
5	E-85 Flex-Fuel		Online	Online	Online	Online	0	
							<b>Sub-Total</b>	

Bidder must provide either a discount or markup for all items in this section. FOB Destination, excluding all applicable taxes and based on the OPIS average rack price for Arizona published on July 25, 2016.

**DISCOUNT / MARKUPS**

**for Van Wagon Deliveries: (Less than 5,000 gallons)**  
 Contract Prices will be tied to the OPIS Index as indicated below

Item	Fuel Type - Description	OPIS Index as of 7/25/2016	Vendor Discount	Vendor Markup	Price per Gallon with Discount	Price per Gallon with Markup	Annual Estimate Gallons	Extended Price
6	CBG Ethanol 10% Unleaded Gasoline		Online	Online	Online	Online	15,000	
7	#2 ULS Diesel		Online	Online	Online	Online	14,000	
8	Biodiesel Fuels (B20)		Online	Online	Online	Online	0	
9	#2 ULS Diesel - Red Dye		Online	Online	Online	Online	0	
10	E-85 Flex-Fuel		Online	Online	Online	Online	4,500	
							<b>Sub-Total</b>	

**TOTAL**

Bidder must provide either a discount or markup for all items in this section. FOB Destination, excluding all applicable taxes and based on the OPIS average rack price for Arizona published on July 25, 2016.

## RFB 2016201 FUEL BID VENDOR QUESTIONS & ANSWERS

1. Is the Vendor Conference mandatory to attend? No
2. Is it a requirement that we own our own vehicles, or can we use common carriers? No / Yes, provided they (common carriers) meet the insurance requirements.
3. Does the Biodiesel need to meet any feed stock levels? Can you take soy/animal fat bio? See Scope of Work #11
4. Can we NO BID the tank wagon and still bid on the transport portion? No
5. Can you please provide a breakdown of which locations will be considered tank wagon? No
6. You state that the OPIS is to be based off of Arizona, will you accept pricing based off of OPIS/PHOENIX? Yes
7. What is the red dyed diesel to be used for? Red dye is used to by certain entities for reduced tax.
8. Can you please provide beginning and ending dates for this contract? 10/1/16 to 9/30/19 with 2 one year options at the City's discretion.
9. Can you please provide which locations (if any) will need a pump for delivery? unknown
10. Can you please provide a list of vendors that received this bid? Yes.
11. Please confirm that taxes are not to be included in the pricing? Correct
12. Will you accept an alternative price of a firm fixed price per gallon? No, not at this time.
13. If so, will you accept our clauses attached? No clauses attached If not, which ones do you reject? N/A
14. What is the award date? We anticipate the Council award on August 29.
15. When is the first board meeting after the bid opening? N/A
16. When will tabulations be made available? By July 26<sup>th</sup>.
17. Does the city pay net 10 (detailed specification page 18 section 12.) or net 30 (page 25) the bid has both options? It's based on the entity, to be negotiated.
18. Can we just bid on certain products or do we need to bid on all three products? All items must be bid.
19. Page 1 - City of Mesa – does not list any information on estimated usage per load or annually. Our best estimates for the 12K to 15k tanks is approximately 7,500 to 8,500 gal. per load.
20. As to the OPIS, will the morning 10AM EST be used, or the Closing report? Will it be based off the gross or net report? OPIS base price. Can you clarify that all pricing will be based off of the number published on the Monday of that week? Use the morning (10 a.m. EST)
21. When is the last date questions can be submitted? Thursday, Revised to 7/14.
22. Who is the incumbent supplier or suppliers? Supreme Oil
23. Is this an all or nothing bid, or will individual line items be awarded? Yes, it's all or nothing.
24. What is the contract start date? Anticipated contract start is 10/1/16.

25. What is the contract end date? initial term expires on 9/30/2019 with two 1-year renewal options.
26. Can you clarify estimated delivery amounts per location? Some of the information is present, but not for all locations. See addendum #1
27. Can you clarify the estimated annual/monthly usage amounts by location? See addendum #1.
28. Is this going to be tied to a specific OPIS city and which report posting Monday will we use (10AM or closing)? Metro Phoenix area (AZ), 10 a.m.
29. Are there any specific invoicing requirements that will need to be met? Yes, see draft contract 5.5, Invoices. (for City of Mesa)
  
30. By Arizona OPIS, do you mean Phoenix OPIS average? Yes, Metro Phoenix area.
31. Would you consider using OPIS Daily rather than OPIS weekly pricing? No.
32. You want the same pricing for all entities even though payment terms range from Net 10 to Net 30? Yes.
33. We cannot accept payment by Procurement Card or eProcurement at the same pricing as check or EFT. How do we account for that? Or can we state not accepted? Yes.
34. Also, I do not see this bid listed on line. How do we submit it online rather than via mail? It states on page 3 of the instructions about submitting either an electronic or hard copy bid.
35. What is your current pricing formula? 5K gallons or more is .045 cents per gallon off OPIS – 4,999 gallons or less OPIS price plus .04 cents per gallon.
36. Does the City want to be priced off of the statewide OPIS average? No
37. Does the city want to be priced off of a certain OPIS city in Arizona? No
38. Does the city want to be priced off of the OPIS average from Phoenix AZ? Yes
39. Must vendors make deliveries via vendor owned trucks? No
40. Can vendors make deliveries via common carrier? Yes, provided they meet all insurance requirements.
41. Is there a fee associated with the reverse auction? Yes, If so, what is the amount of that fee? The fee is one (1) penny per gallon, caps at \$30K per agency.
42. Is there a fee for submitting this bid electronically, (No) is a hard copy required also, if submitted electronically? Hard copy not necessary if submitted electronically.
43. When will qualified vendors be notified about the reverse auction? Approximately 5 to 7 days.
44. Is the pre-bid conference mandatory? No.
45. Please provide the annual volume for the City of Glendale locations. See addendum #1.
46. Please provide the annual volume for ULSD & B20 separately. See addendum #2.
47. Are binders required to be submitted with the hard copies? No.
48. Are spec sheets required to be submitted with the bid? see Scope of Work.



Addendum #3

TO: All Bidders Receiving Request for Bids (RFB) 2016201

FROM: Darryl Woodson, Senior Procurement Officer **DWoodson**

DATE: July 14, 2016

SUBJECT: Addendum #3 – Current Pricing and Auction Date Clarification

All firms are hereby notified that the Request for Bids for **GASOLINE AND DIESEL FUEL** has been revised by this addendum. This Addendum is to correct the fee currently being charged for tank wagon deliveries and to provide Bidders the revised date and time of the reverse auction.

1. The City's current pricing formula paid for deliveries of five thousand (5,000) gallons or more is .045 cents per gallon discount off OPIS published price; for deliveries of 4,999 gallons or less, the City pays the OPIS price plus a markup of .0975 cents per gallon.
2. Clarification for pricing, the City is requesting one markup or discount for all fuel orders of 5,000 gallons and more and one markup or discount for fuel deliveries of 4,999 gallons or less.
3. Approved Bidders will be invited to participate in the Reverse Auction starting 2:00 P.M., local Arizona time on July 28, 2016.

All other terms and conditions remain unchanged at this time. Bidders are reminded that bids are due in the Purchasing office no later than 3:00 p.m. (local time) on **Thursday, July 21, 2016**.

Please contact me at [darryl.woodson@mesaaz.gov](mailto:darryl.woodson@mesaaz.gov) or [Cyndi.Gonzales@MesaAZ.gov](mailto:Cyndi.Gonzales@MesaAZ.gov) with any questions you may have regarding this addendum.

c: Jim Ruiz  
Kelsey Resnick, EASI  
[kresnick@eauctionservices.com](mailto:kresnick@eauctionservices.com)  
file 2016201

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
WESTERN STATES PETROLEUM, INC.**

**EXHIBIT C**

**METHOD AND AMOUNT OF COMPENSATION**

The method of payment is provided in Section 3 of the Agreement. The amount of compensation is provided in the attached Exhibit B Pricing.

**NOT TO EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project shall not exceed \$15,300,000 for the entire term of the Agreement (initial term plus any renewals).

**DETAILED PROJECT COMPENSATION**

The purchase of gasoline and diesel fuel for City of Glendale on an as-needed basis for Fleet Management of the Public Works Department.

**EXHIBIT B  
PRICING**

<b>Item</b>	<b>Fuel Type - Description</b>	<b>Vendor Discount / Markup off OPIS Weekly Rate</b>
1	CBG Ethanol 10% Unleaded Gasoline	(\$0.0300)
2	#2 ULS Diesel	(\$0.0280)
3	Biodiesel Fuels (B20)	(\$0.0945)
4	#2 ULS Diesel - Red Dye	(\$0.0300)
5	E-85 Flex-Fuel	(\$0.0150)
6	CBG Ethanol 10% Unleaded Gasoline	\$0.1000
7	#2 ULS Diesel	\$0.0795
8	Biodiesel Fuels (B20)	\$0.0500
9	#2 ULS Diesel - Red Dye	\$0.0800
10	E-85 Flex-Fuel	\$0.0000



## Legislation Description

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**File #: 16-516, Version: 1**

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**AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE LINKING AGREEMENT WITH FREIGHTLINER OF ARIZONA, LLC, FOR THE PURCHASE OF ONE DUMP TRUCK AND FOR FUTURE PURCHASES OF FOUR REARLOAD TRUCKS**

Staff Contact: Jack Friedline, Director, Public Works

**Purpose and Recommended Action**

This is a request for City Council to authorize the City Manager to enter into Amendment No. 1 to the Linking Agreement with Freightliner of Arizona, LLC, Contract No. C-10961, for an increase of \$1,179,708 to a not to exceed amount of \$1,432,016.35, for the entire term of the Agreement, for the purchase of one dump truck and future purchases of four rearload trucks, and to authorize the City Manager to renew the Agreement, at the City Manager's discretion, for an additional two, one-year renewals. The initial term of the Agreement is effective until January 14, 2017.

**Background**

Freightliner of Arizona, LLC was awarded a bid by the State of Arizona for Medium and Heavy Duty Cab and Chassis on January 9, 2014. Contract No. ADSPO15-093361 had an initial one year term with the option to extend an additional four, one-year renewals, allowing the contract to be extended through January 14, 2019.

Council authorized entering into a Linking Agreement with Freightliner of Arizona, LLC, Contract No. C-10961, utilizing the State of Arizona contract, for the purchase of one rear load truck for the Right of Way Division of Public Works, with an initial term effective through January 14, 2017.

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 Streets Maintenance Division currently has one dump truck which is utilized for delivering material to street repair sites and hauling away debris. An additional dump truck will allow crews to be more responsive and productive performing street repairs by not having to wait as long for asphalt to be delivered keeping crews productive with much less downtime. When the truck is not used for material delivery to repair sites, it

will supplement hauling away of debris to the landfill more often, also saving time and money. The cost of the dump truck is \$147,906.

The Solid Waste Management Division utilizes rearload trucks for the safe removal of bulk trash items collected monthly. The division has programmed into the 10 year Capital Improvement Plan the replacement of two rear load trucks in Fiscal Year 2017-18 and two rear load trucks in FY 2018-19. Trucks of this type are replaced on a seven year replacement schedule in conjunction with Equipment Management. The estimated cost of the four rearload trucks is \$1,031,802.

**Previous Related Council Action**

On June 28, 2016, Council authorized entering into a Linking Agreement with Freightliner of Arizona, LLC, Contract No. 10961, for the purchase of one rear load truck, in an amount not to exceed \$252,308.35.

**Community Benefit/Public Involvement**

Well maintained streets aid in sustaining civic and community pride. Public Works utilizes equipment to perform timely repairs and hauling of bulk trash while maximizing equipment serviceable life.

Cooperative purchasing typically produces the lowest possible volume prices and allows for the most effective use of available funding. The bids are publicly advertised and all Arizona Firms have an opportunity to participate.

**Budget and Financial Impacts**

Funding is available in the Fiscal Year 2016-17 Capital Improvement Plan budget. The increase in expenditures with Freightliner of Arizona, LLC are not to exceed \$1,179,708 for the entire term of the Agreement.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$147,906</b>	<b>2000-68917-551450, Pavement Management - HURF</b>

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?



AMENDMENT NO. 1  
TO  
THE LINKING AGREEMENT  
WITH FREIGHTLINER OF ARIZONA, LLC  
(ADSPO15-093361, Contract No. C-10961)

This Amendment No. 1 ("Amendment") to the Linking Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Freightliner of Arizona, LLC, an Arizona limited liability company ("Contractor").

RECITALS

- A. City and Freightliner of Arizona, LLC ("Contractor") previously entered into Linking Agreement, Contract No. C-10961, dated June 28, 2016 ("Agreement"); and
- B. The original State of Arizona Contract, Contract No. ADSPO15-093361 had an initial one-year term beginning January 9, 2014 through January 14, 2015 with the option to extend an additional four (4) years in one-year increments; and
- C. The State of Arizona Contract No. ADSPO15-093361 as amended, expires on January 14, 2017; and
- D. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

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

- 1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
- 2. **Term.** The term of the Agreement is unchanged and shall expire on January 14, 2017.
- 3. **Scope of Work.** The Scope of Work is amended to include the purchase of one 114SD Conventional Chassis Dump Truck and future purchases of rearload trucks.
- 4. **Compensation.** Section 4.1 of the Agreement is modified and amended as follows:  
4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Subcontractors will not exceed \$1,432,016.35 for the entire term of the contract as extended.

5. **Insurance Certificate.** Current certificate will expire on March 1, 2017 and a new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.
6. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
7. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.
8. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona  
municipal corporation

---

Kevin R. Phelps, City Manager

ATTEST:

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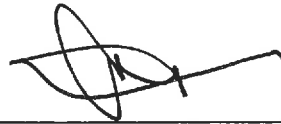
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

---

Michael D. Bailey, City Attorney

Freightliner of Arizona, LLC,  
an Arizona limited liability company



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By: Cory Thompson  
Its: Truck Sales Manager

**Prepared for:**  
Chris Kinion  
City of Glendale  
6210 W Myrtle Ave  
Glendale, AZ 85301  
Phone: 623-930-2625

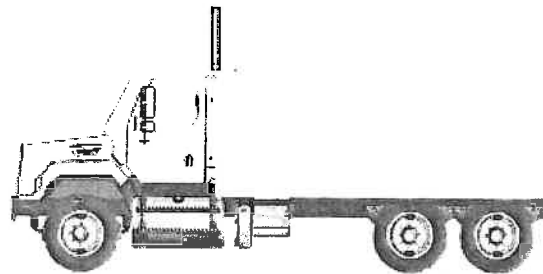
**Prepared by:**  
Cory Thompson  
FREIGHTLINER OF ARIZONA  
9899 W ROOSEVELT STREET  
TOLLESON, AZ 85353

*A proposal for  
City of Glendale*

*Prepared by  
FREIGHTLINER OF ARIZONA  
Cory Thompson*

*Jul 18, 2016*

## **Freightliner 114SD**



Components shown may not reflect all spec'd options and are not to scale



Prepared for:  
 Chris Kinion  
 City of Glendale  
 6210 W Myrtle Ave  
 Glendale, AZ 85301  
 Phone: 623-930-2625

Prepared by:  
 Cory Thompson  
 FREIGHTLINER OF ARIZONA  
 9899 W ROOSEVELT STREET  
 TOLLESON, AZ 85353

## S P E C I F I C A T I O N P R O P O S A L

Description	Weight Front	Weight Rear
<b>Price Level</b>		
SD PRL-14D (EFF:10/05/15)		
<b>Data Version</b>		
SPECPRO21 DATA RELEASE VER 034		
<b>Vehicle Configuration</b>		
114SD CONVENTIONAL CHASSIS	7,934	6,576
2017 MODEL YEAR SPECIFIED		
SET BACK AXLE - TRUCK	480	-480
TRAILER TOWING PROVISION AT END OF FRAME FOR TRUCK	10	10
LH PRIMARY STEERING LOCATION		
<b>General Service</b>		
TRUCK/TRAILER CONFIGURATION		
DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
CONSTRUCTION SERVICE		
GOVERNMENT BUSINESS SEGMENT		
DRY BULK COMMODITY		
TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
MAXIMUM 8% EXPECTED GRADE		
SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
FREIGHTLINER LEVEL II WARRANTY		
EXPECTED FRONT AXLE(S) LOAD : 18000.0 lbs		
EXPECTED REAR DRIVE AXLE(S) LOAD : 40000.0 lbs		
EXPECTED PUSHER AXLE(S) LOAD : 0.0 lbs		
EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 58000.0 lbs		
EXPECTED GROSS COMBINATION WEIGHT : 80000.0 lbs		



Prepared for:  
 Chris Kinion  
 City of Glendale  
 6210 W Myrtle Ave  
 Glendale, AZ 85301  
 Phone: 623-930-2625

Prepared by:  
 Cory Thompson  
 FREIGHTLINER OF ARIZONA  
 9899 W ROOSEVELT STREET  
 TOLLESON, AZ 85353

Description	Weight Front	Weight Rear
<b>Truck Service</b>		
END DUMP BODY		
<b>Tractor Service</b>		
FLATBED TRAILER		
SINGLE (1) TRAILER		
<b>Engine</b>		
CUM ISL 350 HP @ 2000 RPM, 2200 GOV RPM, 1000 LB/FT @ 1400 RPM	-850	-70
<b>Electronic Parameters</b>		
75 MPH ROAD SPEED LIMIT		
CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
PTO MODE ENGINE RPM LIMIT - 1100 RPM		
PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM		
PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
PTO MINIMUM RPM - 700		
REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
<b>Engine Equipment</b>		
2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/GHG17 BUT NOT FINAL GHG17 CONFIGURATION		
2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD CORNER OF DRIVER DOOR)		
NO 2013 ENGINE ESCALATOR		
STANDARD OIL PAN		
ENGINE MOUNTED OIL CHECK AND FILL		
SIDE OF HOOD AIR INTAKE WITH DONALDSON HIGH CAPACITY AIR CLEANER WITH SAFETY ELEMENT, FIREWALL MOUNTED		
DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
(3) ALLIANCE MODEL 1231, GROUP 31, 12 VOLT MAINTENANCE FREE 3375 CCA THREADED STUD BATTERIES		
BATTERY BOX FRAME MOUNTED		



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Description	Weight Front	Weight Rear
STANDARD BATTERY JUMPERS		
SINGLE BATTERY BOX FRAME MOUNTED LH SIDE BACK OF CAB		
WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
NON-POLISHED BATTERY BOX COVER		
CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
C-BRAKE BY JACOBS WITH LOW/OFF/HIGH BRAKING DASH SWITCH	80	
RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
09 FOOT 06 INCH (114 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
6 GALLON DIESEL EXHAUST FLUID TANK	-35	-10
100 PERCENT DIESEL EXHAUST FLUID FILL		
STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
STANDARD DIESEL EXHAUST FLUID TANK CAP		
ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD(S)		
HORTON DRIVEMASTER ADVANTAGE ON/OFF FAN DRIVE		
AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
CUMMINS SPIN ON FUEL FILTER		
COMBINATION FULL FLOW/BYPASS OIL FILTER		
FLEETGUARD PLAIN COOLANT FILTER		
1300 SQUARE INCH ALUMINUM RADIATOR	-20	
ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		



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Description	Weight Front	Weight Rear
CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
RADIATOR DRAIN VALVE		
ELECTRIC GRID AIR INTAKE WARMER		
DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH	-10	
<b>Transmission</b>		
ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	260	100
<b>Transmission Equipment</b>		
ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV		
ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		
PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
ENHANCED CONVERTER LOAD RELEASE - DISABLED, AVAILABLE FOR ALL PRODUCT FAMILIES ONLY		
PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
LOAD BASED SHIFT SCHEDULE AND VEHICLE ACCELERATION CONTROL RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED VOCATIONAL USAGE		
DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
VEHICLE INTERFACE WIRING CONNECTOR WITH PDM AND NO BLUNT CUTS, AT BACK OF CAB		
ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR MOUNTED BACK OF CAB		





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Description	Weight Front	Weight Rear
CUSTOMER INSTALLED CHELSEA 277 SERIES PTO		
PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION		
MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
TRANSMISSION PROGNOSTICS - ENABLED 2013		
WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK	-30	
TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		
<b>Front Axle and Equipment</b>		
MFS-18-133A 18,000# FL1 71.0 INCH KPI/3.74 INCH DROP SINGLE FRONT AXLE	250	
MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	10	
NON-ASBESTOS FRONT BRAKE LINING		
CONMET CAST IRON FRONT BRAKE DRUMS		
FRONT BRAKE DUST SHIELDS	5	
SKF SCOTSEAL PLUS XL FRONT OIL SEALS		
VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
STANDARD SPINDLE NUTS FOR ALL AXLES		
MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
STANDARD KING PIN BUSHINGS		
TRW THP-60 POWER STEERING WITH RH RAM POWER STEERING PUMP	70	
4 QUART POWER STEERING RESERVOIR	5	
OIL/AIR POWER STEERING COOLER	5	
ORGANIC SAE 80/90 FRONT AXLE LUBE		
<b>Front Suspension</b>		
18,000# TAPERLEAF FRONT SUSPENSION	200	
GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION		
FRONT SHOCK ABSORBERS		



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Description	Weight Front	Weight Rear
<b>Rear Axle and Equipment</b>		
MT-40-14X 40,000# R-SERIES TANDEM REAR AXLE		-40
4.88 REAR AXLE RATIO		
IRON REAR AXLE CARRIER WITH OPTIONAL HEAVY DUTY AXLE HOUSING		40
MXL 176T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	25	25
MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES		
(1) INTERAXLE LOCK VALVE FOR TANDEM OR TRIDEM DRIVE AXLES		
BLINKING LAMP WITH EACH INTERAXLE LOCK SWITCH, INTERAXLE UNLOCK DEFAULT WITH IGNITION OFF		
MERITOR 16.5X8.62 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
NON-ASBESTOS REAR BRAKE LINING		
BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)		
MOTOR WHEEL CENTRIFUSE REAR BRAKE DRUMS		-60
SKF SCOTSEAL PLUS XL REAR OIL SEALS		
HALDEX GOLDSEAL LONGSTROKE 2-DRIVE AXLES SPRING PARKING CHAMBERS		
HALDEX AUTOMATIC REAR SLACK ADJUSTERS		
ORGANIC SAE 80/90 REAR AXLE LUBE		
STANDARD REAR AXLE BREATHER(S)		
<b>Rear Suspension</b>		
TUFTRAC 40,000# REAR SPRING SUSPENSION		360
TUFTRAC STANDARD RIDE HEIGHT		
AXLE CLAMPING GROUP		
54 INCH AXLE SPACING		
FORE/AFT AND TRANSVERSE CONTROL RODS		
REAR SHOCK ABSORBERS - TWO AXLES (TANDEM)		40
<b>Brake System</b>		
WABCO 4S/4M ABS WITHOUT TRACTION CONTROL		
REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		



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Description	Weight Front	Weight Rear
FIBER BRAID PARKING BRAKE HOSE		
STANDARD BRAKE SYSTEM VALVES		
STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
STD U.S. FRONT BRAKE VALVE		
RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
WABCO SS-1200 PLUS AIR DRYER WITH INTEGRAL AIR GOVERNOR AND HEATER		
AIR DRYER FRAME MOUNTED		
STEEL AIR BRAKE RESERVOIRS; CUSTOMER ACCEPTS TANKS MOUNTED PERPENDICULAR TO RAIL	10	10
CLEAR FRAME RAILS 36 INCHES FROM BACK OF CAB INSIDE/OUTBOARD/BELOW BOTH FRAME RAILS		
PETCOCK DRAIN VALVES ON ALL AIR TANK(S)		
<b>Trailer Connections</b>		
AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND NO DUST COVERS		
PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, ABS CENTER PIN POWERED THROUGH IGNITION		
SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME		
UPGRADED CHASSIS MULTIPLEXING UNIT		
<b>Wheelbase &amp; Frame</b>		
5325MM (210 INCH) WHEELBASE		
11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI	120	50
1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT	190	380
1625MM (64 INCH) REAR FRAME OVERHANG		
FRAME OVERHANG RANGE: 61 INCH TO 70 INCH		
CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 144.45 in		
CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 141.45 in		
CALC'D FRAME LENGTH - OVERALL : 304.12		
CALC'D SPACE AVAILABLE FOR DECKPLATE : 144.45 in		



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Description	Weight Front	Weight Rear
CALCULATED FRAME SPACE LH SIDE : 46.47 in		
CALCULATED FRAME SPACE RH SIDE : 97.42 in		
SQUARE END OF FRAME		
FRONT CLOSING CROSSMEMBER		
STANDARD WEIGHT ENGINE CROSSMEMBER		
STANDARD MIDSHIP #1 CROSSMEMBER(S)		
STANDARD REARMOST CROSSMEMBER		
HEAVY DUTY SUSPENSION CROSSMEMBER		
<b>Chassis Equipment</b>		
14 INCH PAINTED STEEL BUMPER	20	
REMOVABLE FRONT TOW HOOKS STORED ON THE CHASSIS FRAME	25	
BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
<b>Fuel Tanks</b>		
80 GALLON/302 LITER ALUMINUM FUEL TANK - LH	10	
25 INCH DIAMETER FUEL TANK(S)		
PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
FUEL TANK(S) FORWARD		
PLAIN STEP FINISH		
FUEL TANK CAP(S)		
ALLIANCE FUEL FILTER/WATER SEPARATOR	15	
EQUIFLO INBOARD FUEL SYSTEM		
HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
<b>Tires</b>		
MICHELIN XFE 425/65R22.5 20 PLY RADIAL FRONT TIRES	172	
MICHELIN XDE M/S 11R22.5 16 PLY RADIAL REAR TIRES		88
<b>Hubs</b>		
CONMET PRESET PLUS IRON FRONT HUBS		
CONMET PRESET PLUS IRON REAR HUBS		
<b>Wheels</b>		



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Description	Weight Front	Weight Rear
MAXION WHEELS 10035 22.5X12.25 10-HUB PILOT 4.75 INSET 5-HAND STEEL DISC FRONT WHEELS	102	
MAXION WHEELS 90541 22.5X8.25 10-HUB PILOT 2-HAND STEEL DISC REAR WHEELS		
<b>Cab Exterior</b>		
114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
AIR CAB MOUNTS		
NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
FRONT FENDERS SET-BACK AXLE		
BOLT-ON MOLDED FLEXIBLE FENDER EXTENSIONS	10	
LH AND RH GRAB HANDLES		
BRIGHT FINISH RADIATOR SHELL/HOOD BEZEL		
STATIONARY BLACK GRILLE WITH BRIGHT ACCENTS		
CHROME HOOD MOUNTED AIR INTAKE GRILLE		
FIBERGLASS HOOD		
SINGLE 14 INCH ROUND POLISHED AIR HORN ROOF MOUNTED		
SINGLE ELECTRIC HORN		
SINGLE HORN SHIELD		
DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME WITH (4) KEYS		
REAR LICENSE PLATE MOUNT END OF FRAME		
HALOGEN COMPOSITE HEADLAMPS WITH BRIGHT BEZELS		
(5) AMBER MARKER LIGHTS		
INTEGRAL STOP/TAIL/BACKUP LIGHTS		
STANDARD FRONT TURN SIGNAL LAMPS		
DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE		
DOOR MOUNTED MIRRORS		
102 INCH EQUIPMENT WIDTH		
LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
STANDARD SIDE/REAR REFLECTORS		
NO CAB MOUNTED STEPS		
63X14 INCH TINTED REAR WINDOW		



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Description	Weight Front	Weight Rear
TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS		
RH AND LH ELECTRIC POWERED WINDOWS, PASSENGER SWITCHES ON DOOR(S)	8	
TINTED WINDSHIELD		
2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		
<b>Cab Interior</b>		
OPAL GRAY VINYL INTERIOR		
MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR		
MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR		
BLACK MATS WITH SINGLE INSULATION		
DASH MOUNTED ASH TRAYS AND LIGHTER		
FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING		
IN DASH STORAGE BIN		
CENTER STORAGE CONSOLE MOUNTED ON BACKWALL	20	
(2) CUP HOLDERS LH AND RH DASH		
GRAY/CHARCOAL FLAT DASH		
SMART SWITCH EXPANSION MODULE		
5 LB. FIRE EXTINGUISHER	10	
HEATER, DEFROSTER AND AIR CONDITIONER		
STANDARD HVAC DUCTING		
MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
STANDARD HEATER PLUMBING WITH BALL SHUTOFF VALVES		
DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR		
BINARY CONTROL, R-134A		
STANDARD INSULATION		
SOLID-STATE CIRCUIT PROTECTION AND FUSES		
12V NEGATIVE GROUND ELECTRICAL SYSTEM		
DOMED DOOR ACTIVATED LH AND RH, DUAL READING LIGHTS, FORWARD CAB ROOF		



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Description	Weight Front	Weight Rear
LH AND RH ELECTRIC DOOR LOCKS (1) 12 VOLT POWER SUPPLY IN DASH		
TRIANGULAR REFLECTORS WITHOUT FLARES	10	
BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30	
BASIC HIGH BACK NON SUSPENSION PASSENGER SEAT		
DUAL DRIVER SEAT ARMRESTS, NO PASSENGER SEAT ARMRESTS	4	
LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
GRAY MORDURA CLOTH DRIVER SEAT COVER		
GRAY MORDURA CLOTH PASSENGER SEAT COVER		
3 POINT FIXED D-RING RETRACTOR DRIVER AND PASSENGER SEAT BELTS		
ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10	
4-SPOKE 18 INCH (450MM) STEERING WHEEL		
DRIVER AND PASSENGER INTERIOR SUN VISORS		

**Instruments & Controls**

GRAY DRIVER INSTRUMENT PANEL		
GRAY CENTER INSTRUMENT PANEL		
BLACK GAUGE BEZELS		
LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
DASH MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS		
97 DB BACKUP ALARM		3
ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL		
KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED		
HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
2 INCH ELECTRIC FUEL GAUGE		



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Description	Weight Front	Weight Rear
PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE		
ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
(1) DASH MOUNTED PTO SWITCH WITH INDICATOR LAMP - PARK BRAKE AND NEUTRAL INTERLOCK FOR CUSTOMER INSTALLED PTO	5	
ELECTRIC ENGINE OIL PRESSURE GAUGE		
OVERHEAD INSTRUMENT PANEL		
AM/FM/WB RADIO WITH BLUETOOTH AND MICROPHONE, FRONT USB PORT, FRONT AND REAR AUXILIARY INPUTS AND J1939	10	
DASH MOUNTED RADIO		
(2) RADIO SPEAKERS IN CAB		
AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF	2	
POWER AND GROUND WIRING PROVISION OVERHEAD		
ROOF/OVERHEAD CONSOLE CB RADIO PROVISION		
ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
STANDARD VEHICLE SPEED SENSOR		
ELECTRONIC 3000 RPM TACHOMETER		
NO VEHICLE PERFORMANCE MONITOR	-5	
IGNITION SWITCH CONTROLLED ENGINE STOP		
TWO ON/OFF ROCKER SWITCHES IN THE DASH WITH INDICATOR LIGHTS AND WIRE ROUTED TO CHASSIS AT BACK OF CAB, LABEL OPT		
BW TRACTOR PROTECTION VALVE		
TRAILER HAND CONTROL BRAKE VALVE	2	
DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		
TWO VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR		





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	Description	Weight Front	Weight Rear
<b>Design</b>	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		
	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		
<b>Color</b>	PAINT: ONE SOLID COLOR		
	CAB COLOR A: L0006EB WHITE ELITE BC BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT NO FUEL TANK CABINET PAINT POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW) POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW) STANDARD BLACK BUMPER PAINT STANDARD E COAT/UNDERCOATING		

**Certification / Compliance**

U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS

**T O T A L V E H I C L E S U M M A R Y**

**Weight Summary**

	Weight Front	Weight Rear	Total Weight
Factory Weight <sup>+</sup>	9199 lbs	7047 lbs	16246 lbs
Dealer Installed Options	0 lbs	0 lbs	0 lbs
<b>Total Weight<sup>+</sup></b>	<b>9199 lbs</b>	<b>7047 lbs</b>	<b>16246 lbs</b>

**Extended Warranty**

EPA 2013 CUMMINS ISL ENGINE EXTENDED WARRANTY DC1, 5 YEARS/150,000 MILES/240 000 KM FEX  
 EPA 2013 CUMMINS ISL ENGINE EXTENDED WARRANTY AFTERTREATMENT AT3, 5 YEARS/150,000 MILES/240 000 KM FEX



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**Dealer Installed Options**

	<b>Weight Front</b>	<b>Weight Rear</b>
NORWOOD DUMP BODY	0	0
Total Dealer Installed Options	0 lbs	0 lbs

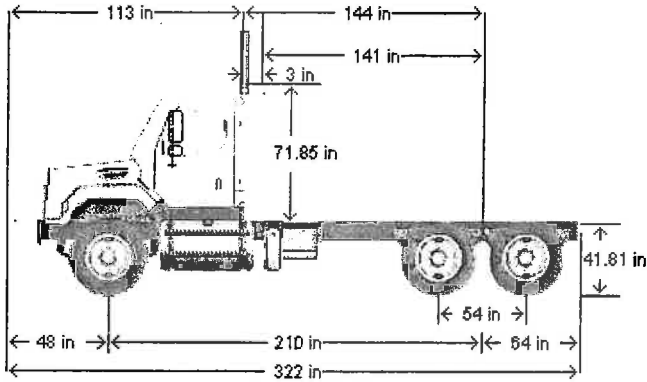
(+) Weights shown are estimates only.  
If weight is critical, contact Customer Application Engineering.



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### D I M E N S I O N S



### VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model .....	114SD
Wheelbase (545) .....	5325MM (210 INCH) WHEELBASE
Rear Frame Overhang (552) .....	1625MM (64 INCH) REAR FRAME OVERHANG
Fifth Wheel (578) .....	NO FIFTH WHEEL
Mounting Location (577) .....	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in) .....	0
Maximum Rearward Position (in) .....	0
Amount of Slide Travel (in) .....	0
Slide Increment (in) .....	0
Desired Slide Position (in) .....	0.0
Cab Size (829) .....	114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682) .....	NO SLEEPER BOX/SLEEPER CAB
Exhaust System (016) .....	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

### TABLE SUMMARY - DIMENSIONS



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Bumper to Back of Cab (BBC)	113.4
Bumper to Centerline of Front Axle (BA)	47.9
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	144.4
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	141.4
Back of Cab Protrusions (Exhaust/Intake) (CP)	1.5
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	208.4
Cab Height (CH)	71.9
Wheelbase (WB)	210.0
Frame Overhang (OH)	64.0
Overall Length (OAL)	321.9
Rear Axle Spacing	54.0
Unladen Frame Height at Centerline of Rear Axle	41.8

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



Prepared for:  
 Chris Kinion  
 City of Glendale  
 6210 W Myrtle Ave  
 Glendale, AZ 85301  
 Phone: 623-930-2625

Prepared by:  
 Cory Thompson  
 FREIGHTLINER OF ARIZONA  
 9899 W ROOSEVELT STREET  
 TOLLESON, AZ 85353

## Q U O T A T I O N

**114SD CONVENTIONAL CHASSIS**

SET BACK AXLE - TRUCK  
 CUM ISL 350 HP @ 2000 RPM, 2200 GOV RPM, 1000  
 LB/FT @ 1400 RPM  
 ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH  
 PTO PROVISION  
 MT-40-14X 40,000# R-SERIES TANDEM REAR AXLE  
 TUFTRAC 40,000# REAR SPRING SUSPENSION  
 MFS-18-133A 18,000# FL1 71.0 INCH KPI/3.74 INCH  
 DROP SINGLE FRONT AXLE

18,000# TAPERLEAF FRONT SUSPENSION  
 114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL  
 CAB  
 5325MM (210 INCH) WHEELBASE  
 11/32X3-1/2X10-15/16 INCH STEEL FRAME  
 (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI  
 1625MM (64 INCH) REAR FRAME OVERHANG  
 1/4 INCH (6.35MM) C-CHANNEL INNER FRAME  
 REINFORCEMENT

	TOTAL # OF UNITS (1)	PER UNIT	TOTAL
VEHICLE PRICE	\$	104,246	\$ 104,246
EXTENDED WARRANTY	\$	3,200	\$ 3,200
DEALER INSTALLED OPTIONS	\$	29,763	\$ 29,763
<b>CUSTOMER PRICE BEFORE TAX</b>	<b>\$</b>	<b>137,209</b>	<b>\$ 137,209</b>

**TAXES AND FEES**

FEDERAL EXCISE TAX (FET)	\$	(384.0)	\$ (384.0)
TAXES AND FEES	\$	11,081	\$ 11,081
OTHER CHARGES	\$	0	\$ 0

**TRADE-IN**

<b>TRADE-IN ALLOWANCE</b>	<b>\$</b>	<b>(0)</b>	<b>\$ (0)</b>
---------------------------	-----------	------------	---------------

<b>BALANCE DUE</b>	<b>(LOCAL CURRENCY) \$</b>	<b>147,906</b>	<b>\$ 147,906</b>
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COMMENTS: Projected delivery on \_\_\_ / \_\_\_ / \_\_\_ provided the order is received before \_\_\_ / \_\_\_ / \_\_\_.

APPROVAL: Please indicate your acceptance of this quotation by signing below: Customer:

X \_\_\_\_\_ Date: \_\_\_ / \_\_\_ / \_\_\_.



Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at [Information@dtfoffers.com](mailto:Information@dtfoffers.com).

Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at [www.daimler-truckfinancial.com](http://www.daimler-truckfinancial.com).



# NORWOOD EQUIPMENT INC.

511 E Mohave St  
 Phoenix, AZ 85004  
 Phone 602-254-0644 Fax 602-253-4100

## QUOTATION

7/16/2016

FOR:	FREIGHTLINER OF ARIZONA	NEW BODY INSTALL
	TOLLESON, AZ	FOR: CITY OF GLENDALE
ATTN:	CORY THOMPSON	PREPARED BY: STAN YOUNG

QUANTITY		LABOR	UNIT PRICE	SUBLET
	INSTALL NEW WILLIAMSEN WNN15-3442 DUMP BODY (NEEDS A MIN USABLE 128" CT )			
	15' LONG, 96" WIDE OD, 84" WIDE ID 11.2 CU YRD CAPACITY			
	LONGSILLS: 8" TALL TRAPAZOID WITH 5/8 RUBBER WEAR PADS BETWEEN FRAME			
	SQUARE BODY, CROSS MEMBER-LESS DESIGN			
	FRONT WALL: 62" TALL, 8GA DOMEX STEEL, WITH STD HD 30" CAB GUARD			
	DOGHOUSE STYLE HOIST MOUNT WITH INVERTED LIFT CYLINDER.			
	SIDES: 34" TALL, 8GA DOMEX INNER PANEL WITH 10GA OUTER, DOUBLE WALL CONST			
	6" BOXED DOUBLE SLOPING TOP RAILS WITH BOARD POCKETS FRONT & REAR			
	FLOOR: 1/4" HARDOX AR-450 STEEL			
	HIGH STRENGTH REAR PILLERS: WITH RECESSED TAIL LIGHTS			
	STD SWING TAILGATE: 42" TALL/STRAIGHT, 1/4" HARDOX AR-450 FACE			
	GATE LATCHES: AIR OPERATED CAB CONTROLLED			
	HD TAILGATE HINGE AND LATCH HARDWARE.			
	FULL LENGTH 10GA STEEL RUB RAILS			
	12" SPREADER APRON 1/4" HARDOX AR-450, WITH CHAINS			
	LED LIGHTS AND REFLECTORS TO DOT REQUIREMENT			
	BODY UP SAFETY PROP, INDICATOR LIGHT			
	HD MUDFLAPS, FRONT & BACK OF DRIVE TIRES			
	HD REAR HINGE ASSEMBLY WITH GREASABLE PINS			
	NEW HOT-SHIFT PTO WITH DIRECT MOUNT AIR SHIFT HYDRAULIC PUMP (AUTO TRANS)			
	PTO, HOIST AND BODY CONTROLS ARE IN TOWER MOUNTED IN RS FLOORBOARD			
	35 GAL STEEL HYRAULIC TANK MOUNTED RIGHT SIDE OF FRAME WITH SIGHT GLASS			
	HYDRAULIC TANK HAS BUILT IN 10 MICRON RETURN LINE FILTER			
	30 GAL NEW HYD OIL, SHUT OFF VALVES AND MISC HYD HOSES AS NEEDED			
	BODY IS INSTALLED COMPLETE PAINTED WHITE			25,074.00
	<b>OPTIONS ADD</b>			
	"PULL TARPS" ELECTRIC TARP SYSTEM WITH STEEL TARP ARMS AND HOUSING			
	INCLUDES HD MESH TARP, INSTALLED WITH CAB OPERATED CONTROL			2,444.00
	HD REAR HITCH PLATE WITH AIR LOCK PINTLE HITCH, "RECESSED" GLAD HANDS**			1,273.00
	D-RINGS AND 7-WAY LIGHT SOCKET* INSTALLED COMPLETE			
	**Truck must have trailer air and electrical package to rear of frame			
	ELECTRIC BRAKE CONTROLER INSTALLED AND WIRED TO REAR HITCH PLATE			466.00
	Cust to determine which light socket they want 6 or 7 way socket (to be determined)			
	18-18-36 STEEL TOOL BOX MOUNTED ON SIDE OF FRAME where applicable			506.00

ACCEPTED BY:

DATE:

If you have any questions concerning this quotation contact Stan Young 602-725-4976

THANK YOU FOR YOUR BUSINESS!

SUB TOTAL	29,763.00
8.6% ST TAX	Not Included
12% FET TAX	Not Included
<b>TOTAL</b>	



## Legislation Description

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**File #:** 16-489, **Version:** 1

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### **RESOLUTION NO. 5161 NEW SERIES**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO CHANGE ORDER NO. 2 TO AN INTERGOVERNMENTAL AGREEMENT (GRANT PASS-THROUGH AGREEMENT) WITH THE CITY OF PHOENIX FOR GRANT NO. AZ-90-X124 RELATING TO TRANSIT SERVICES.**

Staff Contact: Jack Friedline, Director, Public Works

### **Purpose and Recommended Action**

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into Contract Change Order No. 2 to an Intergovernmental Agreement (IGA) with the City of Phoenix for a Grant Pass-through Agreement (AZ-90-X124), Contract No. C-8845, to extend the term of the IGA to May 25, 2018.

### **Background**

In 2014, the City of Glendale secured Federal Transit Administration (FTA) Grant AZ-90-X124 totaling \$1,159,503 in federal funds for the replacement of five Dial-A-Ride buses, preventive maintenance, and operating assistance for Routes 59 and 60 (59<sup>th</sup> Ave and Bethany Home Road). The grant required a local match of \$338,250. The buses have been ordered and a reimbursement request for expenses incurred in FY16 for preventative maintenance and service on those two routes has been sent to the City of Phoenix.

In December 2015, the City of Glendale was awarded additional funding in the amount of \$3,882,015 for design and construction of the regional park and ride. The additional funding requires a local match of \$776,403 with the majority of the matching funds coming from regional Public Transportation Funds (PTF), generated from the Proposition 400 Regional Sales Tax initiative. This grant is utilized through an IGA with the City of Phoenix, the designated recipient for all FTA funds in the region.

The City has reached a tentative agreement with the land owner(s) on a purchase price for the identified parcel. Staff is awaiting approval from the FTA to proceed with the acquisition. Once the FTA has approved the acquisition, staff will bring the acquisition to Council for final approval. Upon Council approval of the land acquisition and finalization of the purchase, the project will immediately enter the final design phase, which these grant funds will be used to fund as well as for actual construction of the facility.

### **Analysis**

The IGA needs to be extended to allow for completion of the design phase and construction of the park-and-ride facility. Should this grant not be renewed, the City would lose \$3,882,015 in grant funding which includes

regional matching funds. This change order extends the contract expiration date of this grant agreement to May 25, 2018.

**Previous Related Council Action**

On March 22, 2016, Council authorized entering into Change Order No. 1 to the IGA, Contact No. 8845, for acceptance of the increased funding in the amount of \$3,882,015, for design and construction of a regional park and ride.

On March 25, 2014, Council authorized entering into an IGA with the City of Phoenix, Contract No. 8845, for the acceptance of grant funds for transit services under Grant Number AZ-90-X124.

**Community Benefit/Public Involvement**

Having a dedicated park-and-ride facility in north Glendale will encourage transit use by the public. To accommodate express bus users, the City is currently using two temporary locations for park-and-ride services; one at Arrowhead Towne Center and the other at the Foothills Recreation and Aquatics Center on Union Hills Drive. Once the new park-and-ride facility is completed, all express operations will be consolidated and moved to the new location.

**Budget and Financial Impacts**

There are no budget impacts as a result of this change order.



RESOLUTION NO. 5161 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO CHANGE ORDER NO. 2 TO AN INTERGOVERNMENTAL AGREEMENT (GRANT PASS-THROUGH AGREEMENT) WITH THE CITY OF PHOENIX FOR GRANT NO. AZ-90-X124 RELATING TO TRANSIT SERVICES.

WHEREAS, the City of Glendale entered into an Intergovernmental Agreement with the City of Phoenix for a Grant Pass-through Agreement (AZ-90-X124) relating to transit services on April 15, 2014 (C-8845); and

WHEREAS, the City of Glendale entered into Change Order No. 1 to the Intergovernmental Agreement on March 23, 2016, increasing the compensation (C-8845-1); and

WHEREAS, the City of Glendale and the City of Phoenix wish to further extend the expiration date of the Intergovernmental Agreement to May 25, 2018.

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 its citizens that Change Order No. 2 to the Intergovernmental Agreement (Grant Pass-through Agreement) with the City of Phoenix relating to Grant No. AZ-90-X124 for transit services be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver said change order on behalf of the City of Glendale.

[Signatures on the following page.]

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 25th day of October, 2016.

\_\_\_\_\_  
M A Y O R

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
City Manager

CITY OF PHOENIX  
PUBLIC TRANSIT DEPARTMENT  
**CONTRACT CHANGE ORDER**

Change Order No.  
**2**

Contract No.  
**138176**

Issued To: (Name of Contractor or Consultant)  
**CITY OF GLENDALE**

Date  
**08/05/16**

**Project Description: GRANT PASS-THROUGH AGREEMENT AZ-90-X124**

**YOU ARE HEREBY requested to make the following changes to the contract, or to do the work described below which is not included in the contract. (Give brief description of work, estimate of quantities, fees or prices to be paid, etc.)**

This contract change order will extend the term of the Grant Pass-Through Agreement until May 25, 2018.

All other terms and conditions will remain the same.

**ACCEPTANCE**

We, the undersigned, have given careful consideration to the change proposed, and hereby agree; if this proposal is approved that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work specified, and will accept as full payment therefore the fees or prices shown above.

FIRM: **CITY OF GLENDALE**

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ENDORSEMENTS**

REQUESTED BY:

*Stephanie Child*  
Stephanie Child, Budget Analyst II

DATE

*8/8/16*

RECOMMENDED BY:

*Kim Hayden*  
Kim Hayden, Contract Specialist II - Ld.

DATE

*8/8/16*

PTD FISCAL SECTION REVIEW:

*K K*  
Kenneth Kessler, Deputy Public Transit Director

DATE

*8/8/16*

CHECKED AS TO AVAILABILITY OF FUNDS BY:

N/A  
Budget and Research Department

DATE

APPROVED FOR THE CITY MANAGER BY:

Maria Hyatt - Public Transit Director / Ted Mariscal

DATE



## Legislation Description

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**File #:** 16-477, **Version:** 1

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### **RESOLUTION NO. 5162 NEW SERIES**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE AND EXPENDITURE OF A SAFETY ENHANCEMENT STIPEND AWARD FROM THE 100 CLUB OF ARIZONA, IN THE APPROXIMATE AMOUNT OF \$8,000, ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.**

Staff Contact: Rick St. John, Interim 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 acceptance of a Safety Enhancement Stipend Award from the 100 Club of Arizona in the approximate amount of \$8,000 on behalf of the Glendale Police Department.

### **Background**

The 100 Club of Arizona Safety Enhancement Stipends Program began in 2004 to provide assistance to public safety agencies for equipment or training to enhance the safety of police officers and firefighters. All city, country, state, federal, and tribal public safety agencies in the state of Arizona are eligible to apply and the stipends are awarded on a quarterly basis. All purchased equipment must be used solely for the protection of public safety officers or firefighters.

On May 24, 2016, the Glendale Police Department submitted an application for a safety enhancement stipend from the 100 Club of Arizona to purchase enhanced equipment for patrol based trauma kits, specifically, a new type of tourniquet. At the time the application was submitted, the Glendale Police Department was using the SWAT (Stretch Wrap And Tuck) Tourniquet, which was difficult to use and had an expiration date. The Glendale Police Department determined the CAT (Combat Application Tourniquet) Tourniquet was a better option, and additionally, had no expiration date. The application was submitted with the intent of using stipend award toward the purchase of new and improved tourniquets. On September 9, 2016, the Glendale Police Department was notified by the 100 Club of Arizona that it was a recipient of the Safety Enhancement Stipend Award for the 2<sup>nd</sup> Quarter 2016.

### **Analysis**

If Council approves the requested action, the stipend award will be used toward the purchase of 650 CAT Tourniquets for patrol based trauma kits. The tourniquets will become part of the trauma kits and used to save the lives of injured first responders. Staff is recommending Council adopt the proposed resolution authorizing the acceptance of a Safety Enhancement Stipend Award from the 100 Club of Arizona in the approximate amount of \$8,000.

**Budget and Financial Impacts**

There is no financial match required as part of the acceptance procedures and specifications. A specific account number will be established in Fund 1840, the City's grant fund, once the stipend is officially accepted. The estimated cost for 650 CAT Tourniquets, including tax, is \$18,809.70. The stipend award will be utilized for a portion of the cost. The remaining funds are available in the FY 2016-17 line supplies account designated for OSHA.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$10,809.70</b>	<b>1000-12135-526400, PD-Training-Other 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. 5162 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE AND EXPENDITURE OF A SAFETY ENHANCEMENT STIPEND AWARD FROM THE 100 CLUB OF ARIZONA, IN THE APPROXIMATE AMOUNT OF \$8,000, 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 authorizes the City Manager or designee to accept the Safety Enhancement Stipend Award from the 100 Club of Arizona in the approximate amount of \$8,000, on behalf of the Glendale Police Department.

SECTION 2. That the City Council authorizes the expenditure of said award to purchase enhanced equipment for patrol based trauma kits.

SECTION 3. That the City Manager or designee and the City Clerk are authorized and directed to execute and deliver any and all documents necessary for the acceptance of said award.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 25th day of October, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
City Manager



*Standing Behind the Men  
and Women Who Stand  
Behind the Badge*

**HOME OFFICE LOCATION:**

**PHOENIX**  
333 N. 44<sup>th</sup> Street  
Suite 100  
PHOENIX, AZ 85008  
PHONE: 602-485-0100  
FAX: 602-242-1715

**BRANCH OFFICE - TUCSON**  
520-248-7626

[www.100club.org](http://www.100club.org)

**Chief Executive Officer**  
Angela Harrolle

**President:** Steve Horrell  
**Vice President:** Kathy Mayberry  
**Secretary:** Erick Johnson  
**Treasurer:** Bill Langer

**2015-2016 Board of Directors**

Allister Adel  
Kathryn Baillie  
Joe Bushong  
Shannon Clark  
Bud Davidson  
Mark Hester  
Jay Johnson  
Cliff Langbecker  
Jim Ryan  
Joe Scheid  
Bill Schubert  
Tom Vetrano  
Scott Wede  
George Weisz  
Ron Westad  
Candace Wiest

100 CLUB OF ARIZONA  
Is a charitable non-profit  
Arizona Corporation  
(Az. Corp. #00082094-4).  
Federal 501 (C)(3)  
T.I.N. 23-7172077

September 9, 2016

Assistant Chief Rick St. John  
Glendale Police Department  
6835 N. 57<sup>th</sup> Dr.  
Glendale, AZ 85301

Re: 100 Club Safety Enhancement Stipend

Dear Chief St. John:

The 100 Club is pleased to announce that Glendale Police Department. is a recipient of the 100 Club of Arizona's Safety Enhancement Stipend Awards for the 2nd Quarter 2016.

The award is not to exceed \$8,000 for the purchase of Patrol Trauma Kits. Please follow the procedures and specifications below to secure your safety equipment.

1. The equipment must be ordered within 60 days of notification of the stipend approval, **(11/09/2016)**.
2. The 100 Club will reimburse your agency within 14 days of receiving a paid invoice.
3. If a reimbursement is requested, all invoices are to be dated and signed by the head of the requesting agency or their designee and must be submitted for reimbursement within 120 days of this notice. Delays directly responsible by the agency may result in forfeiture of the stipend.
4. Upon the agency receiving the items ordered, the invoice and letter of confirmation signed by the authorized person for that agency should be sent to the 100 Club.  
**(You must note in the letter that the items were received in satisfactory condition.)**
5. The 100 Club will verify the invoice with the original request. Reimbursements or payments will only be made for the original amount requested and approved and will not exceed the amount of the invoice.
6. A stipend report will be due by December 31, 2016 or prior to applying for a new stipend within the same funding year. The report can be downloaded from our website at [www.100club.org](http://www.100club.org) and submitted via email to [pattib@100club.org](mailto:pattib@100club.org). Failure to submit the report will disqualify the agency for future SES funding.

If you have any questions, please call or email Patti Ballentine, Director of Operations at 602-485-0100 or [pattib@100club.org](mailto:pattib@100club.org).

Sincerely,

Angela Harrolle  
Chief Executive Officer

The 100 Club of Arizona is a non-profit organization that provides immediate financial assistance to families of public safety officers and firefighters who are seriously injured or killed in the line of duty and to provide resources to enhance their safety and well-being.



## Safety Equipment Stipend (SES) Program Questionnaire

**Agency:**

**Funding period:**

**Award amount:**

**Equipment/Services purchased:**

1. Did the equipment or service that you purchased with SES grant funds enhance the safety of your department? If yes, how?
2. Have you had to utilize the equipment/services purchased (even in training exercises)?
3. What other equipment funding sources have you applied for in 2015?  
Please list and indicate whether funding was approved. Also state equipment and amounts requested.
4. What has your agency done to promote support for the 100 Club of Arizona?

*Please submit this form to [PattiB@100club.org](mailto:PattiB@100club.org) and include pictures of your officers/firefighters using their equipment in action!*





## Legislation Description

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**File #: 16-478, Version: 1**

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### **RESOLUTION NO. 5163 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 \$11,479.**

Staff Contact: Elaine Adamczyk, Interim 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, acceptance and spending of the annual State Grants-in-Aid Award allocation in the amount of \$11,479 from the Arizona State Library, Archives and Public Records Agency for FY 2016-17.

### **Background**

The State Grants-in-Aid program was developed in 1981 through legislative appropriations 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 \$11,479 in the FY2016-17 (7-1-16 through 6-30-17). The State Legislature appropriated this funding in general State Grants-in-Aid for this fiscal year.

### **Analysis**

If approved by Council, the library will use the allocated funds on professional development and training opportunities for staff. With the funding from the State, Glendale Public Library staff will be able to attend such conferences as the Arizona Library Association, and American Library Association, among other continuing educational opportunities. Secondly, 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 as a direct benefit to our patrons.

Over the last five fiscal years, the City of Glendale, and its libraries, has been awarded \$57,935 in State Grants-in-Aid funding.

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

Professional development is an area of importance for the Glendale Public Library. With State Grants-in-Aid funding, the City can ensure that its library staff are being exposed to the newest and innovative ideas in

youth and adult services, readers' advisory services, 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.

This item was reviewed and approved in concept by the Library Advisory Board at its October 12, 2016 meeting.

**Budget and Financial Impacts**

FY 2016-17 budget and financial impacts include using existing and matching funds in the amount of \$11,479 from the following library office supplies line-item budget.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$11,479</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. 5163 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 \$11,479.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Council of the City of Glendale accepts the grant offer (SGIA 17-A-17) from the State of Arizona Department of Library, Archives and Public Records in the amount of \$11,479.

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 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 25th day of October, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

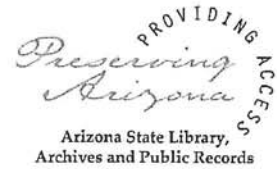
\_\_\_\_\_  
City Manager



MICHELE REAGAN  
Secretary of State  
State of Arizona

ARIZONA STATE  
LIBRARY, ARCHIVES AND PUBLIC RECORDS  
A DIVISION OF THE ARIZONA SECRETARY OF STATE

Holly Henley  
State Librarian & Director of Library Services



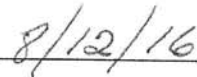
**Award Notification for State Grants-in-Aid**

<b>Library Name &amp; Address:</b> Glendale Public Library 5959 W. Brown St. Glendale, AZ 85302		<b>State Project Number:</b> SGIA 17-A-17	
<b>Project Name:</b> SGIA 2017		<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> \$11,479	
<b>Period of Performance:</b> July 1, 2016 to June 30, 2017		<b>Final Report Due:</b> July 31, 2017	
<b>Contact for SGIA grant questions:</b> Janet "Jaime" Ball, Library Development Administrator	<b>Phone:</b> 602-542-6266	<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.*

  
Holly Henley, State Librarian & Director of Library Services

  
Date



# Community Services Department

# Memorandum

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**DATE:** 8/17/2016  
**TO:** Jaime Ball, Library Development Administrator  
**FROM:** Mike Beck, Chief Librarian, Glendale Public Library  
**SUBJECT:** SGIA FY 2016-17

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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, 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 them 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 and learn of the latest products and services.

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 the Glendale Public Library this funding for continuing to provide critically-needed training and resources.



## Legislation Description

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**File #:** 16-500, **Version:** 1

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### **RESOLUTION NO. 5164 NEW SERIES**

#### **A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND ENTERING INTO AMENDMENT NO. 1 TO THE 2016-2017 INDEPENDENT CONTRACTOR AGREEMENT WITH ARIZONA COMMUNITY ACTION ASSOCIATION.**

Staff Contact: Elaine Adamczyk, Interim 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 City Manager to enter into Amendment No. 1 to the agreement with the Arizona Community Action Association (ACAA) to accept changes to the program delivery and direct service allocation for the APS Crisis Bill Assistance program funding.

#### **Background**

The CAP provides direct services to low and moderate income Glendale residents. Services include energy assistance payments and crisis assistance for families, which includes homeless assistance, rent and mortgage subsidies.

Currently, CAP is being operated through an agreement with the State of Arizona Department of Economic Security (DES). This ongoing agreement with the State of Arizona enables the city to contract for funds from other statewide organizations working to provide direct assistance to low and moderate-income residents. Under this agreement, DES provides approximately \$1 million each year for the provision of CAP services while the city provides a general fund "match" of \$16,720 and various in-kind contributions such as office space, related utilities and custodial services.

The Glendale CAP is also associated with ACAA, which is a non-profit, state-wide organization of community action programs that supports and promotes the well-being and self-sufficiency of all Arizonans. It works collaboratively with partners across the state to ensure fair and affordable energy costs; access to emergency utility assistance; financial assistance programs and food security programs. To accomplish this, ACAA partners with utility companies, individual donors and foundation grants to provide CAP agencies with additional money to provide general utility assistance to qualified individuals.

#### **Analysis**

On average, the City of Glendale CAP provides direct assistance to approximately 4,017 persons each year. The individuals are all in the "low" to "extremely low" income category and typically use CAP services at their most urgent moment of need (i.e. - food, shelter, medical emergency). If not for the assistance of the CAP,

many of these individuals would be vulnerable to becoming homeless and/or have no opportunity to receive local assistance.

If approved by Council, the ACAA Amendment No. 1 will amend the program delivery and direct service allocations for the APS Crisis Bill Assistance from 20% of the direct service total to 10% of the direct service total services in FY 16-17. The total allocation remains the same at \$5,000 for this program. The change in program delivery decreases the administrative budget from \$833.33 to \$454.55 and increases the direct service allocations from \$4,166.67 to \$4,545.45. This change will allow staff to assist approximately 2 more Glendale residents with direct utility assistance. The acceptance of this agreement will apply to the July 1, 2016 - June 30, 2017 period.

### **Previous Related Council Action**

On August 12, 2014, City Council approved entering into an independent contractor agreement between the city and the Arizona Community Action Association for CAP operations.

On August 11, 2015, City Council approved entering into an independent contractor agreement between the city and the Arizona Community Action Association for CAP operations.

On August 9, 2016, City Council approved entering into an independent contractor agreement between the city and the Arizona Community Action Association for CAP operations.

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

The CAP is designed to provide responsible and efficient support services that foster self-sufficiency and emotional stability when individuals or families are experiencing a financial hardship or major life crisis.

Acceptance of this amendment from the ACAA will ensure that Glendale residents have additional opportunities to access crisis services that promote financial stability, enhance the quality of life in Glendale, and allow the city to better meet high public demand for this type of direct assistance.

### **Budget and Financial Impacts**

With the exception of the annual General Fund Match and minor in-kind services, the CAP program is entirely funded through an annual entitlement grant from DES. No additional city funds are required for the acceptance of this amendment.

RESOLUTION NO. 5164 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND ENTERING INTO AMENDMENT NO. 1 TO THE 2016-2017 INDEPENDENT CONTRACTOR AGREEMENT WITH ARIZONA COMMUNITY ACTION ASSOCIATION.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that Amendment No. 1 to the 2016-2017 Independent Contractor Agreement with Arizona Community Action Association (Contract No. 07012016-17) to amend the Program Delivery and Direct Service Allocations for APS Crisis Bill Assistance be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute and deliver any and all documents necessary to effectuate 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 25th day of October, 2016.

\_\_\_\_\_  
M A Y O R

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
City Manager





**Amendment No. One (1) to the 2016-2017  
Independent Contractor Agreement  
Contract No. 07012016-17**

The Independent Contract Agreement dated July 6, 2015, between Arizona Community Action Association (ACAA) and **City of Glendale, an Arizona municipal corporation, through its Community Action Program** (hereinafter "City") to conduct application intake and eligibility determination for utility bill assistance and deposits is hereby amended as follows:

**Purpose of the Amendment:**

1. To amend the Program Delivery and Direct Service allocations for APS Crisis Bill Assistance from 20% of the direct service total to 10% of the direct service total.

**Amendment to:**

Section I. Services and Programs – 1.2 Fund Sources:

APS Crisis Assistance: To increase the direct service allocation from \$4,166.67 to \$4,545.45 and to decrease the program delivery allocation from \$833.33 to \$454.55. The total allocation remains the same at \$5,000.00.

**Whole Agreement:**

Unless otherwise noted herein, all other provisions of the original Agreement will remain in place for the duration of the original Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Amendment No. One (1), effective as of the effective date.

**“CITY”**

City of Glendale, an Arizona municipal corporation acting through its Community Action Program

\_\_\_\_\_  
Kevin R. Phelps, City Manager    Date

**ATTEST:**

\_\_\_\_\_  
Julie Bower, City Clerk            Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Glendale City Attorney            Date

**Address:**

Kevin R Phelps, City Manager  
CITY OF GLENDALE  
5850 West Glendale Avenue  
Glendale, Arizona 85301

**With a copy to:**

Glendale City Attorney  
CITY OF GLENDALE  
5850 West Glendale Avenue  
Glendale, Arizona 85301

**“ACAA”**

Arizona Community Action Association,  
an Arizona nonprofit corporation

**By:** \_\_\_\_\_

**Name:** Cynthia Zwick

**Title:** Executive Director

**Date:** \_\_\_\_\_

**Address:**

2700 North 3<sup>rd</sup> Street, Suite 3040  
Phoenix, Arizona 85004  
Fax No.: 602-604-0644  
E-mail: [czwick@azcaa.org](mailto:czwick@azcaa.org)



## Legislation Description

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**File #:** 16-513, **Version:** 1

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### **ORDINANCE NO. 3011 NEW SERIES**

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF GLENDALE, MARICOPA COUNTY, STATE OF ARIZONA, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ITS SECTION 9-471, ARIZONA REVISED STATUTES AND AMENDMENTS, BY ANNEXING CERTAIN TERRITORY LOCATED WITHIN AN EXISTING COUNTY ISLAND OF THE CITY OF GLENDALE CONSISTING OF APPROXIMATELY 5.75 ACRES AT 7111 NORTH 83RD AVENUE TO BE KNOWN AS ANNEXATION AREA NO. 200; AMENDING THE ZONING MAP; PROVIDING FOR AN EFFECTIVE DATE; AND ORDERING THAT A CERTIFIED COPY OF THIS ORDINANCE BE RECORDED**

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

### **Purpose and Recommended Action**

This is a request for City Council to conduct a public hearing, waive reading beyond the title, and adopt an annexation ordinance for Annexation Area No. 200 (AN-200). The annexation is approximately 5.75 acres in size and is located on the east side of 83<sup>rd</sup> Avenue north of Glendale Avenue.

### **Background**

The property is owned by an individual and the property is currently vacant.

The area is designated Medium Density Residential 2.5 to 3.5 dwelling units per acre (MDR) on the General Plan. The zoning district which implements the Medium Density Residential designation is R1-7 Single Residence. The property is zoned R-4 (Multiple Residence) on the west portion and R1-6 (Single Residence) on the east portion in Maricopa County. After annexation, the city applies the most compatible Glendale zoning district to a newly annexed property. The most compatible Glendale zoning district is R-4 (Multiple Residence) on the west portion and R1-6 (Single Residence) on the east portion. This process will occur simultaneously with the annexation.

Simultaneous with this annexation request, staff will be processing a General Plan Amendment request and a rezoning request which proposes to rezone the property to R1-4 (Single Residence) to permit development of a residential subdivision. The General Plan Amendment request and the rezoning request will both be brought forward to Council after the annexation is completed.

The property is not located within a floodplain or floodway. As part of the development of the property, all drainage and storm water retention requirements of the city will be met.

### **Analysis**

Staff recommends that this area be annexed to allow future growth and employment opportunities for Glendale. This request will implement Council direction to consider annexation requests anywhere within the Municipal Planning Area (MPA).

The Arizona League of Cities and Towns defines annexation as the process by which a city or town may assume jurisdiction over unincorporated territory adjacent to its boundaries.

The property is located east of 115<sup>th</sup> Avenue; therefore, Glendale will provide water and sewer services to this property following annexation.

### **Previous Related Council Action**

On July 12, 2016, as required by state statute, the blank petition was filed with the Maricopa County Recorder. State statute requires that the City Council public hearing on the blank petition be held within the last 10 days of the 30 day waiting period after the blank petition is filed. The public hearing was held on August 9, 2016 during this 10 day window.

On November 24, 2014, City Council approved the updated and amended Annexation Policy.

At the August 5, 2014, City Council Workshop staff presented an update on the Annexation Policy.

At the January 24, 2014, City Council Workshop staff provided an update on the Annexation Policy. Council noted that staff should continue as they have been and look at annexations as they are submitted.

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

Envision Glendale 2040, the City's General Plan, includes specific goals addressing the need for growth management. Annexation is a tool that can be used by the city to direct and manage growth. Annexation will bring an area for future residential development into the corporate limits of the city, rather than having new development under Maricopa County jurisdiction.

Annexation requires any future development meet the Glendale General Plan requirements as well as all other development standards for the city, rather than Maricopa County. These improvements may include road improvements as required by the Transportation Department.

Annexation will implement Council direction to annex land anywhere within the Municipal Planning Area. The annexation would ensure city review of all development for compatibility with the city's General Plan. Once annexed, the city is required to provide services. On undeveloped sites, the city has the opportunity to work with the applicant at the time of zoning to best plan for the provision of city services.

ORDINANCE NO. 3011 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF GLENDALE, MARICOPA COUNTY, STATE OF ARIZONA, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ITS SECTION 9-471, ARIZONA REVISED STATUTES AND AMENDMENTS, BY ANNEXING CERTAIN TERRITORY LOCATED WITHIN AN EXISTING COUNTY ISLAND OF THE CITY OF GLENDALE CONSISTING OF APPROXIMATELY 5.75 ACRES AT 7111 NORTH 83<sup>RD</sup> AVENUE TO BE KNOWN AS ANNEXATION AREA NO. 200; AMENDING THE ZONING MAP; PROVIDING FOR AN EFFECTIVE DATE; AND ORDERING THAT A CERTIFIED COPY OF THIS ORDINANCE BE RECORDED.

WHEREAS, the City of Glendale on July 12, 2016 filed in the Maricopa County Recorder's Office a blank petition requesting annexation and setting forth a description and an accurate map of all the exterior boundaries of the territory located within the City to be annexed; and

WHEREAS, after filing the blank petition, the City of Glendale held a public hearing on August 9, 2016 to discuss the annexation proposal. The public hearing was held in accordance with applicable state law; and

WHEREAS, signatures on petitions filed for annexation were not obtained for a period of thirty (30) days after the filing of the blank petition; and

WHEREAS, within one year after the last day of the thirty (30) day waiting period, a petition in writing was circulated and signed by the owners of one-half or more in value of the real and personal property and more than one-half of the persons owning real and personal property that would be subject to taxation by the City of Glendale in the event of annexation, as shown by the last assessment of the property, and filed in the office of the Maricopa County Recorder's Office on September 15, 2016; and

WHEREAS, no alterations increasing or reducing the territory sought to be annexed were made after the petition had been signed by a property owner; and

WHEREAS, all information contained in the filings, the notices, the petition, tax and property rolls and other matters regarding a proposed or final annexation were made available by the Clerk of the City of Glendale for public inspection during regular business hours; and

WHEREAS, a zoning classification which permits densities and uses no greater than those permitted by the county immediately prior to annexation will be applied by the City of Glendale to the annexation area; and

WHEREAS, the Mayor and Council of the City of Glendale, Arizona are desirous of complying with said petitions and extending and increasing the corporate limits of the City of Glendale to include said territory.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the following described territory is annexed to the City of Glendale, and that the present corporate limits are extended and increased to include the following described territory contiguous to the present City limits of Glendale:

(See Exhibit "A" attached and incorporated by this reference.)

SECTION 2. That the City of Glendale zoning classification of R1-6 (Single Residence) is applied to the territory described in Exhibit "B" in accordance with Arizona Revised Statutes Sec. 9-471 (L) and that the effective date of this classification is the same as the effective date of this annexation ordinance.

SECTION 3. That the City of Glendale zoning classifications of R-4 (Multiple Residence) is applied to the territory described in Exhibit "C" in accordance with Arizona Revised Statutes Sec. 9-471(L) and that the effective date of this classification shall be the same as the effective date of this annexation ordinance.

SECTION 4. That the provisions of this ordinance shall become effective thirty (30) days after passage of this ordinance by the Glendale City Council.

SECTION 5. That a copy of this Ordinance, together with an accurate map of the territory annexed to the City of Glendale, certified by the Mayor and Council of said City, is immediately filed and recorded in the office of the Maricopa County Recorder of Maricopa County, Arizona and that a copy of this ordinance is provided to the Clerk of the Board of Supervisors of Maricopa County, Arizona.

[Signatures on the following page.]

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 25th day of October, 2016.

\_\_\_\_\_  
M A Y O R

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
City Manager

EXHIBIT A

The South 198 feet of the following described property:

That portion of the Southwest quarter of the Southwest quarter of Section 2, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian described as follows:

Beginning at the Northwest corner of the Southwest quarter of the Southwest quarter of Section 2;

Running thence East to the Northeast corner of the Southwest quarter of the Southwest quarter of said Section;

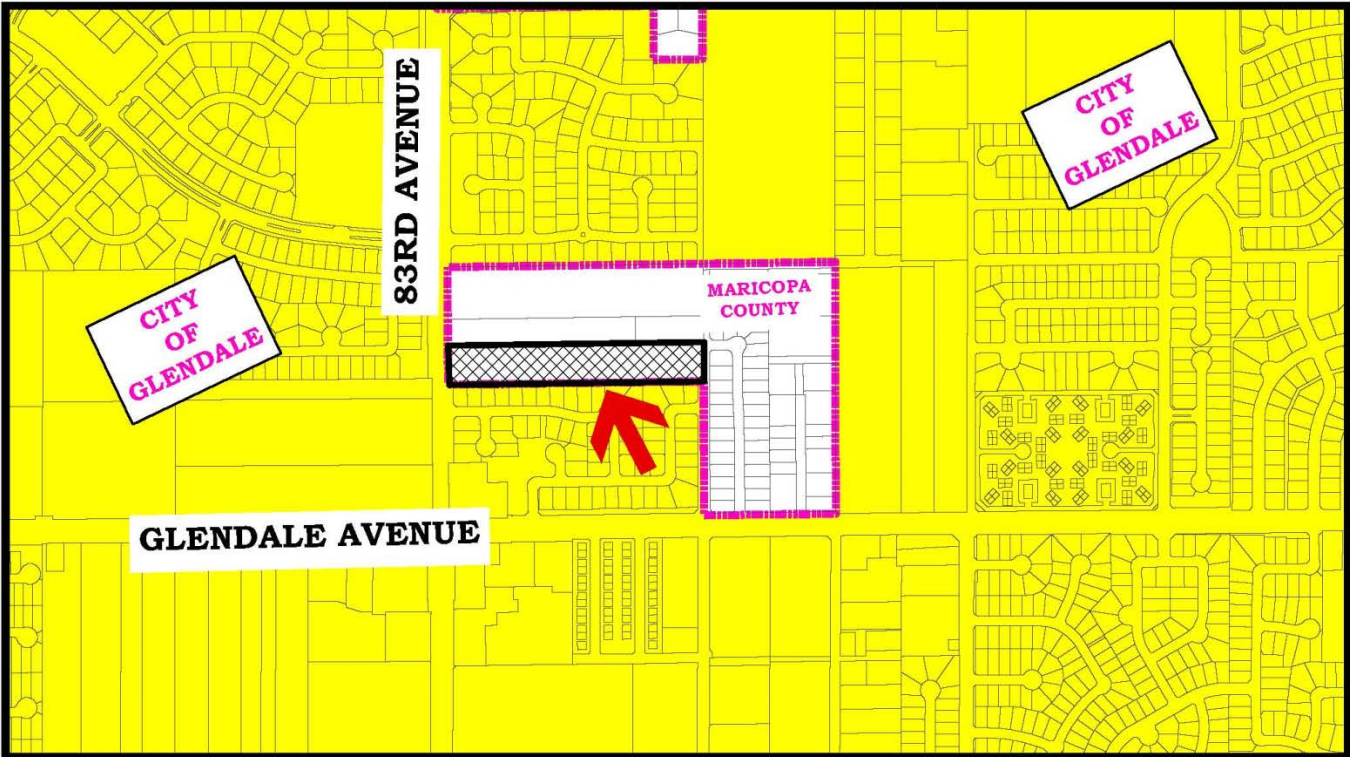
Thence South 587 feet;

Thence West to the West line of said Southwest quarter of the Southwest quarter;

Thence North 587 feet to the point of beginning.

Except the West 40 feet.








**EXHIBIT "A"  
CONTINUED**

**CASE NO. AN-200**

**PROPOSED ANNEXATION OF APPROXIMATELY 5.75 ACRES AT  
7111 N. 83RD AVENUE.**



-  Glendale City Boundaries
-  City of Glendale
-  Proposed Annexation



## EXHIBIT B

The South 198 feet of the following described property:

That portion of the Southwest quarter of the Southwest quarter of Section 2, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian described as follows:

Beginning at the Northwest corner of the Southwest quarter of the Southwest quarter of Section 2;

Running thence East to the Northeast corner of the Southwest quarter of the Southwest quarter of said Section;

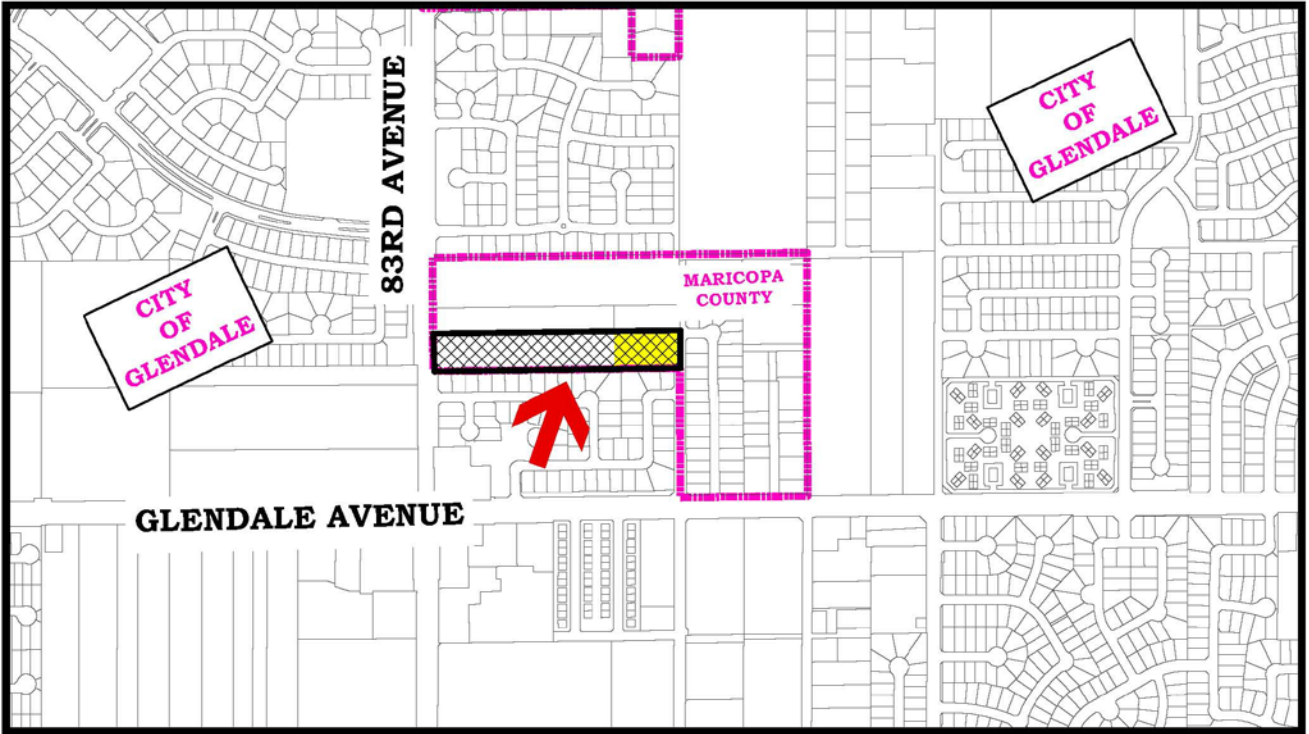
Thence South 587 feet;

Thence West to the West line of said Southwest quarter of the Southwest quarter;

Thence North 587 feet to the point of beginning.





Except the West 40 feet.


And except that portion of said section 2 within the West half of the West half of the West half of Section 2, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian.



**EXHIBIT "B"**  
**CONTINUED**

**CASE NO. AN-200**  
**PROPOSED ANNEXATION OF APPROXIMATELY 5.75 ACRES AT**  
**7111 N. 83RD AVENUE.**


 Glendale City Boundaries  
 Proposed Annexation  
 Portion Proposed R1-6 (Single Residence)



## EXHIBIT C

The South 198 feet of the following described property:

That portion of the Southwest quarter of the Southwest quarter of Section 2, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian described as follows:

Beginning at the Northwest corner of the Southwest quarter of the Southwest quarter of Section 2;

Running thence East to the Northeast corner of the Southwest quarter of the Southwest quarter of said Section;

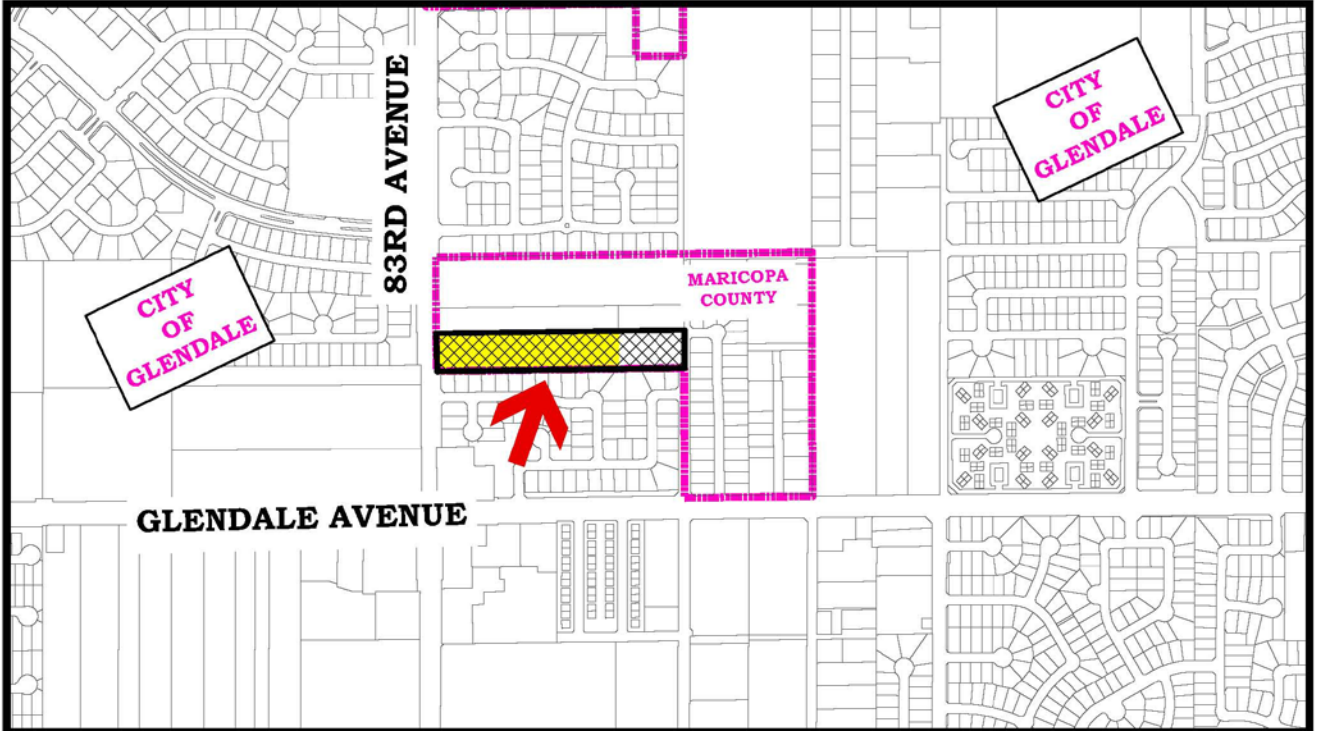
Thence South 587 feet;

Thence West to the West line of said Southwest quarter of the Southwest quarter;

Thence North 587 feet to the point of beginning.

Except the West 40 feet.

And except that portion of said section 2 within the East half of the West half of the West half of Section 2, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian.






**EXHIBIT "C"  
CONTINUED**

**CASE NO. AN-200**

**PROPOSED ANNEXATION OF APPROXIMATELY 5.75 ACRES AT  
7111 N. 83RD AVENUE.**



-  Glendale City Boundaries
-  Proposed Annexation
-  Portion Proposed R-4 (Multiple Residence)



When recorded, mail to:  
City Clerk, City of Glendale  
5850 West Glendale Avenue  
Glendale, Arizona 85301

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**ANNEXATION PETITION  
OF  
THE CITY OF GLENDALE**

**A Portion of Section 2 of Township 2 North, Range 1 East of the  
Gila and Salt River Base and Meridian,  
Maricopa County, Arizona,**

7111 North 83<sup>rd</sup> Avenue Annexation

Signed Petition Recorded on: September 14, 2016



Exhibit "A"

The South 198 feet of the following described property:

That portion of the Southwest quarter of the Southwest quarter of Section 2, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian described as follows:

Beginning at the Northwest corner of the Southwest quarter of the Southwest quarter of Section 2;

Running thence East to the Northeast corner of the Southwest quarter of the Southwest quarter of said Section;

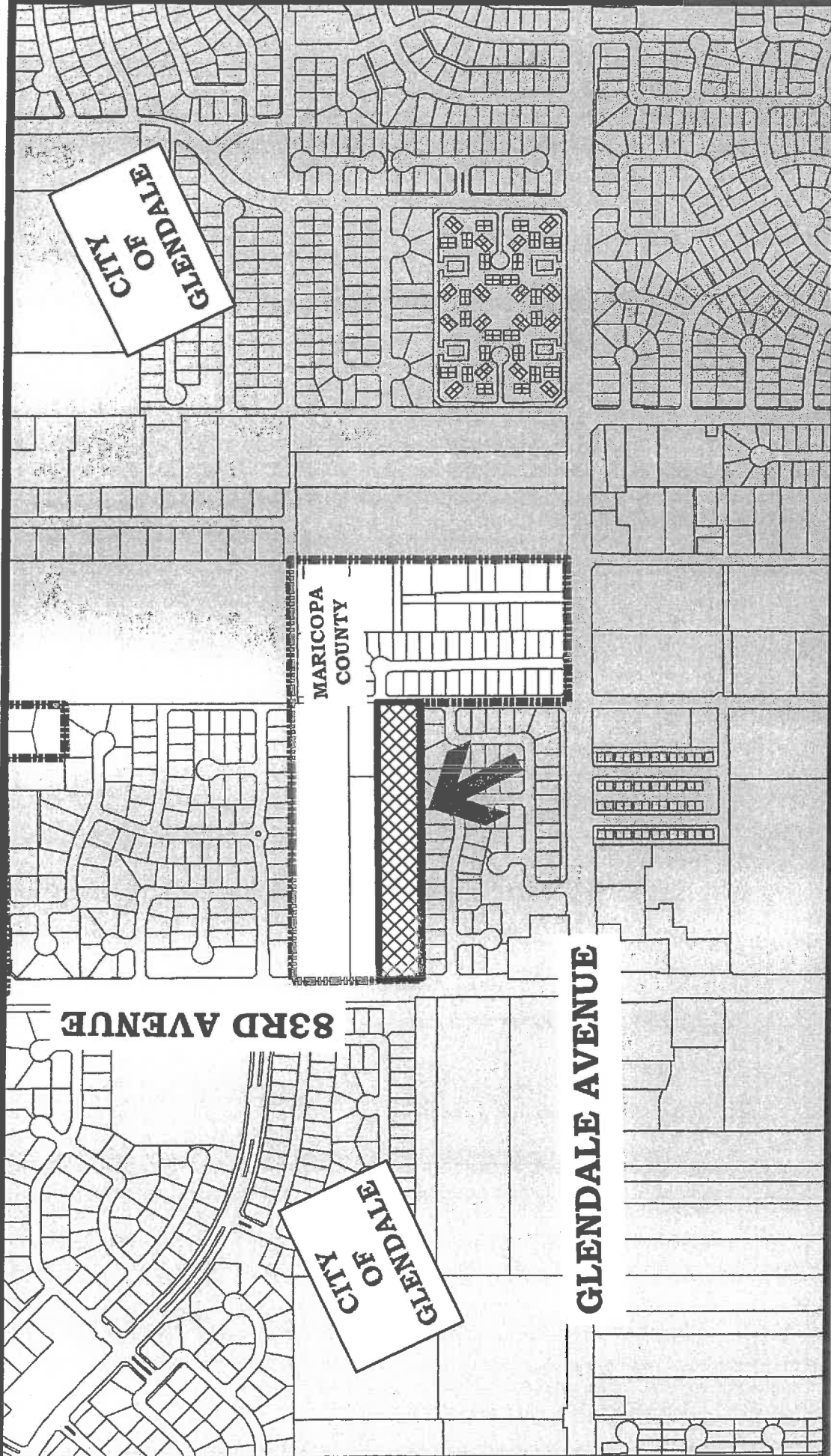
Thence South 587 feet;

Thence West to the West line of said Southwest quarter of the Southwest quarter;

Thence North 587 feet to the point of beginning.

Except the West 40 feet.





**EXHIBIT "B"**

**CASE NO. AN-200**

**PROPOSED ANNEXATION OF APPROXIMATELY 5.75 ACRES AT  
7111 N. 83RD AVENUE.**



-  Glendale City Boundaries
-  City of Glendale
-  Proposed Annexation



AFFIDAVIT

STATE OF ARIZONA        )  
                                      ) SS.  
County of Maricopa        )

ANNEXATION AREA NO. 200

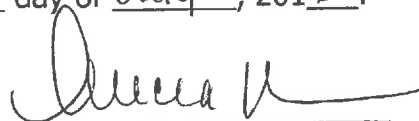
THOMAS RITZ, being first duly sworn, upon oath deposes and says:

1. I am a Senior Planner for the City of Glendale, Arizona. I am preparing this affidavit based on information in the files of the City.
2. No part of the area shown on the attached map and described in the attached annexation petition and legal description, as proposed to be annexed into the City of Glendale, to the best of the City of Glendale's information, knowledge and belief, is already subject to an earlier filing for annexation by any other municipality.
3. This affidavit has been prepared to comply with the requirements of A.R.S. 9-471(A) (6).

FURTHER YOUR AFFIANT SAYETH NOT

  
\_\_\_\_\_  
THOMAS RITZ

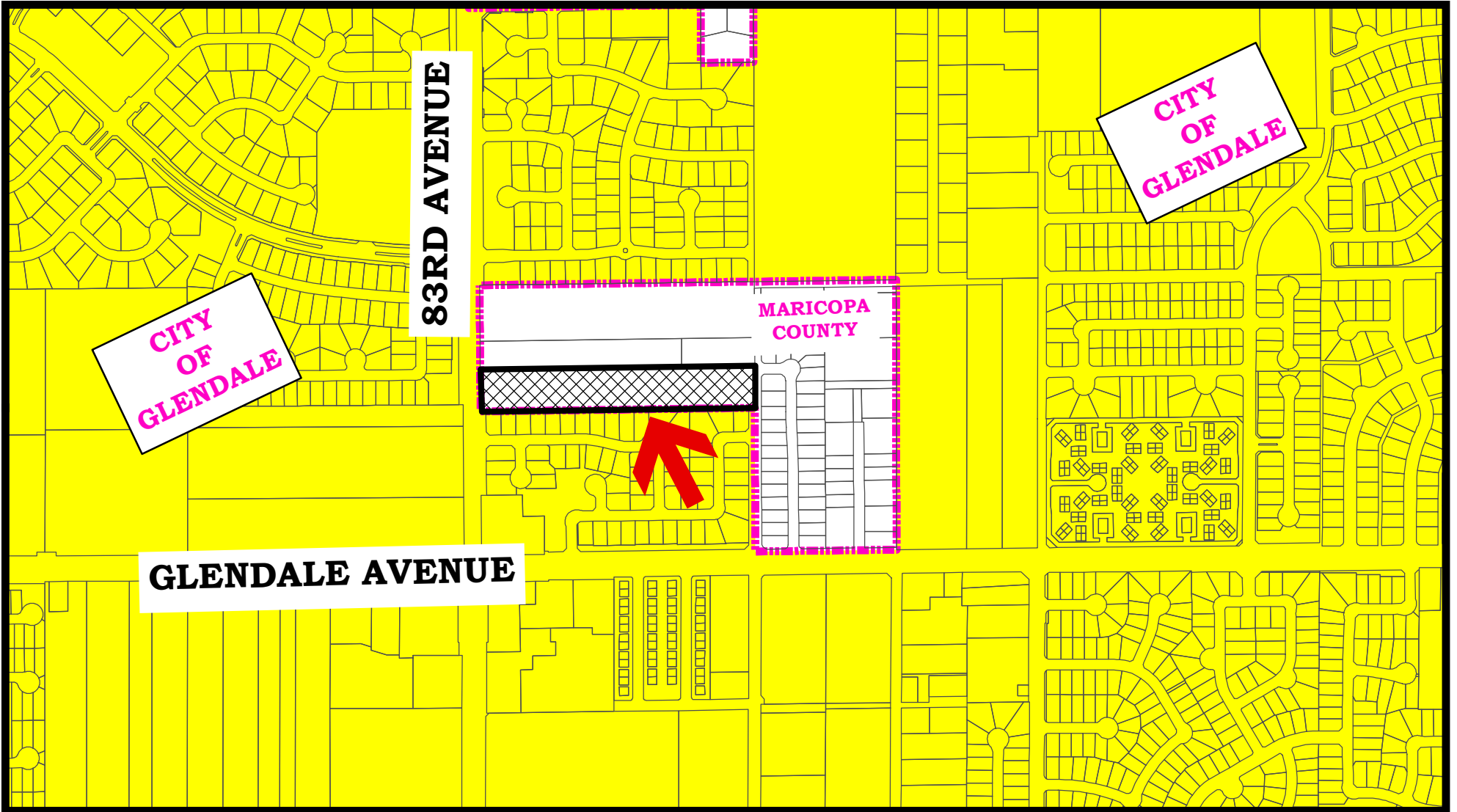
SUBSCRIBED AND SWORN to before me this 12 day of July, 2016.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:




November 14, 2019



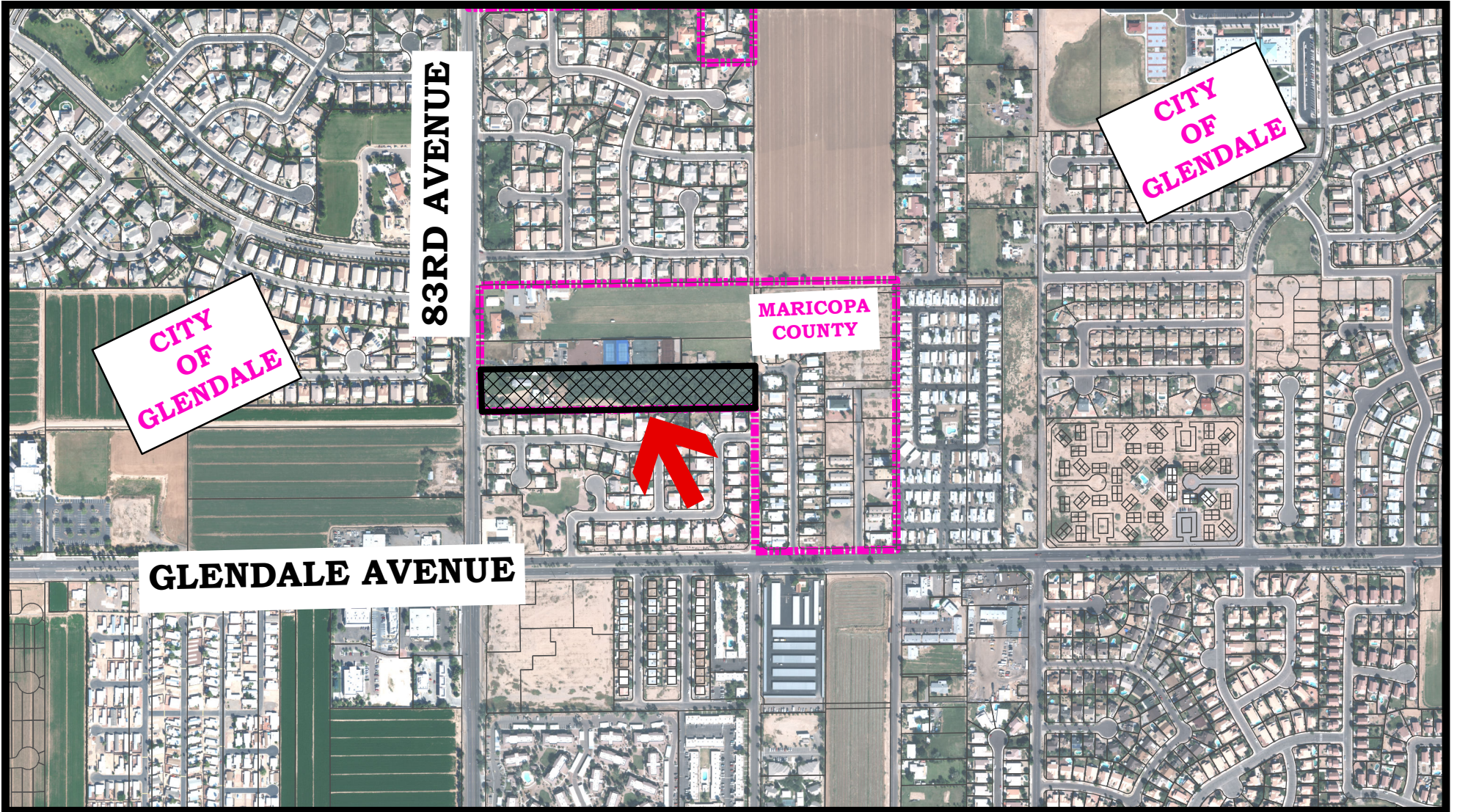


**CASE NO. AN-200**

**PROPOSED ANNEXATION OF APPROXIMATELY 5.75 ACRES AT  
7111 N. 83RD AVENUE.**

-  Glendale City Boundaries
-  City of Glendale
-  Proposed Annexation





**CASE NO. AN-200**

**PROPOSED ANNEXATION OF APPROXIMATELY 5.75 ACRES AT  
7111 N. 83RD AVENUE.**

■■■■■ Glendale City Boundaries

▨▨▨▨ Proposed Annexation





## Legislation Description

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**File #: 16-514, Version: 1**

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### **ORDINANCE NO. 3012 NEW SERIES**

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, REZONING PROPERTY LOCATED AT 8510 WEST GLENDALE AVENUE FROM R1-10 (SINGLE RESIDENCE) TO R1-7 PRD (SINGLE RESIDENCE, PLANNED RESIDENTIAL DEVELOPMENT) FOR A DEVELOPMENT PLAN ENTITLED "GARDEN GROVE," AMENDING THE ZONING MAP; PROVIDING AN EFFECTIVE DATE; AND ORDERING THAT A CERTIFIED COPY OF THIS ORDINANCE BE RECORDED.**

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

### **Purpose and Recommended Action**

This request is for City Council to conduct a public hearing, waive reading beyond the title and adopt an ordinance to approve a Rezoning application on approximately 24 acres for the development of an 82-lot subdivision entitled Garden Grove.

### **Background**

LVA Urban Design Studio is requesting to rezone the subject site to R1-7 with a PRD overlay that would allow the property to be developed as the Garden Grove subdivision. If the rezoning request is granted, the applicant proposes to subdivide the property into 82 single family lots. The proposed lot sizes range from 7,200 to 19,900 square feet in size. The average lot size is approximately 7,500 square feet.

Vehicular access is provided from a single connection to Glendale Avenue with what will become the 85th Avenue alignment. The applicant has worked with the City of Glendale's Transportation Engineering division to ensure city standards for the alignment are met. The developer will provide adequate infrastructure to ensure access to the vacant property to the east is from the 85th Avenue alignment for future development.

Garden Grove is proposing 3.4 acres of open space for active and passive amenities. An active amenity is centrally located. It contains a large turf area for various outdoor activities and features a 30' x 45' children's shaded play structure with shaded sitting areas. There are also several passive amenity locations located throughout the development. These areas will include picnic areas, BBQ areas, benches, shade structures, and walking/jogging paths. The furthest distance a resident would have to travel to utilize an amenity would be approximately 400 feet.

### **Analysis**

The proposed density of 3.5 Dwelling Units per Acre (DU/AC) is appropriate for this site, as the General Plan Designation allows for Medium Density Residential of up to 3.5 DU/AC.

The proposed subdivision is consistent with the design guidelines and expectation of the City's Residential Design and Development Manual. The applicant will dedicate approximately 15% of the site as planned open space. Streetscapes and road widths meet the standards and expectations of the City's ordinances and guidelines. The Garden Grove subdivision will provide a variety of active and passive amenities for community members of all ages to enjoy. The elements of their amenities will provide for an enhanced quality of life that will benefit the community.

The lot layout will provide a mix of lot sizes. Garden Grove is proposing larger lots, minimum of 8,000 square feet, to the north of the subdivision, which will provide as a transition from the 10,000 square foot lots of the R1-10 zoning district to the north. The rest of the subdivision will have a minimum of 7,000 square foot lots, consistent with the R1-7 PRD districts to the east and west of the subject site.

### **Previous Related Council Action**

There have been no recent Council Actions for this site.

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

On February 2, 2016, the applicant mailed notification letters to adjacent property owners and interested parties notifying the public of a neighborhood meeting which was held on February 22, 2016. Prior to this meeting, the applicant held a meeting with the Rovey Estates Homeowners Association on October 20, 2015. A total of seven people have participated in feedback through the neighborhood meetings, telephone/email, and written responses. The applicant has reported that no significant concerns were relayed during the Citizen Participation process. General questions concerning the community product, timeline, and the treatment of the SRP easement to the south were asked.

Staff has received general concerns about access to the development from the property owner directly to the east; adjacent to project site. The neighboring property owner is concerned that the access being proposed by the applicant, which will become 85th Avenue, may not be adequate for the future development of the property east of the site. The proposed subdivision has been reviewed by City staff and is in compliance with City standards. Once the adjacent property owner develops, adequate access will be available.

A Notice of Public Hearing was published in The Glendale Star on October 6, 2016. Notification postcards of the public hearing were mailed to adjacent property owners and interested parties on October 6, 2016. The property was posted by the applicant on October 7, 2016.

At the Planning Commission meeting on September 1, 2016, the Commission unanimously recommended approval of the rezoning request, subject to two stipulations.

ORDINANCE NO. 3012 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, REZONING PROPERTY LOCATED AT 8510 WEST GLENDALE AVENUE FROM R1-10 (SINGLE RESIDENCE) TO R1-7 PRD (SINGLE RESIDENCE, PLANNED RESIDENTIAL DEVELOPMENT) FOR A DEVELOPMENT PLAN ENTITLED "GARDEN GROVE," AMENDING THE ZONING MAP; PROVIDING AN EFFECTIVE DATE; AND ORDERING THAT A CERTIFIED COPY OF THIS ORDINANCE BE RECORDED.

WHEREAS, the City of Glendale Planning Commission held a public hearing on September 1, 2016 in zoning case ZON15-14 in the manner prescribed by law for the purpose of rezoning property located at 8510 West Glendale Avenue from R1-10 (Single Residence) to R1-7 PRD (Single Residence, Planned Residential Development); and

WHEREAS, due and proper notice of such public hearing was given in the time, form, substance and manner provided by law including publication of such notice in *The Glendale Star* on August 11, 2016; and

WHEREAS, the City has considered the individual property rights and personal liberties of the residents of the City before adopting this zoning ordinance; and

WHEREAS, the City of Glendale Planning Commission has recommended to the Mayor and the Council the zoning of property as described and the Mayor and the Council desire to accept such recommendation and rezone the property described on Exhibit A as R1-7 PRD (Single Residence, Planned Residential Development) in accordance with the Development Plan currently on file with the planning department as of the date of this ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That a parcel of land in Glendale, Maricopa County, Arizona located at 8510 West Glendale Avenue and more specifically described in Exhibit A to this ordinance, is conditionally rezoned from R1-10 (Single Residence) to R1-7 PRD (Single Residence, Planned Residential Development).

SECTION 2. That the rezoning is conditioned and subject to the following:

1. Development will substantially conform to the development plan outline in the PRD booklet, dated August 1, 2016.
2. All local streets, curbs, gutters, sidewalks, and streetlights will meet the City's standards.

SECTION 3. The City of Glendale Zoning Map is amended to reflect the change in districts referred to and the property described in Section 1 above.

SECTION 4. This Ordinance becomes effective at the time and in the manner prescribed by law.

SECTION 5. The City Clerk is instructed and authorized to forward a certified copy of this ordinance for recording to the Maricopa County Recorder's Office.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 25th day of October, 2016.

\_\_\_\_\_  
M A Y O R

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
City Manager



EXHIBIT A  
*Legal Description*

LEGAL DESCRIPTION

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE SOUTH 46.90 FEET OF THE EAST 330.84 FEET THEREOF;

TOGETHER WITH;

THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 3;

EXCEPT THE SOUTH 46.90 FEET OF THE WEST 370.84 FEET THEREOF;

TOGETHER WITH;

THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 3;

EXCEPT THE WEST 40.00 FEET THEREOF;

EXCEPT;

ANY PORTION LYING WITHIN THAT PROPERTY CONVEYED TO THE CITY OF GLENDALE IN WARRANTY DEED RECORDED IN DOCUMENT NO. 2003-1717741, DESCRIBED AS FOLLOWS:

EXCEPT;

ANY PORTION LYING WITHIN THAT 55.00 FOOT RIGHT OF WAY FOR ROAD PURPOSES RECORDED IN BOOK 15 OF ROAD MAPS, PAGE 26, RECORDS OF MARICOPA COUNTY, ARIZONA.





# Planning Division Staff Report

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**DATE:** September 1, 2016

**TO:** Planning Commission

**FROM:** Tabitha Perry, Assistant Planning Director  
**PRESENTED BY:** Doug Howard, Planner

**SUBJECT: REZONING (ZON) APPLICATION ZON15-14: GARDEN GROVE (8510 WEST GLENDALE AVENUE)**

**REQUEST:** Rezone approximately 23.4 acres from R1-10 (Single Residence) to R1-7 PRD (Single Residence, Planned Residential Development).

**APPLICANT/OWNER:** LVA Urban Design Studio / Crosspoint Christian Church.

**REQUIRED ACTION:** The Planning Commission must conduct a public hearing and determine if these requests are in the best long-term interest of the neighborhood and consistent with the General Plan.

**RECOMMENDATION:** The Planning Commission should recommend approval of this rezoning request, ZON15-14, subject to the stipulations contained in the staff report.

**PROPOSED MOTION:** Move to recommend approval ZON15-14, subject to the stipulations contained in the staff report.

**SUMMARY:** The applicant is requesting to rezone the property to develop the Garden Grove subdivision. This is a proposal for an 82-lot single family subdivision on approximately 23.4 acres with a gross density of 3.5 dwelling units per acre. Approximately 3.4 acres of open space is provided. A typical lot size of 60 feet by 120 feet is proposed.

**COMMISSION ACTION: Motion made by Commissioner Harper to recommend APPROVAL OF ZON15-14, subject to staff report stipulations. Motion seconded by Commissioner Lenox. The motion was APPROVED with a vote of 5 to 0.**

## **DETAILS OF REQUEST:**

### **General Plan Designation:**

The property is currently designated as Medium Density Residential at 2.5-3.5 dwelling units per acre on the General Plan Land Use Map.

### **History:**

This site is currently zoned R1-10 (Single Residence). There are no recent rezoning cases for the subject site.

### **Surrounding Uses and Zoning Districts:**

North: Single family residential, zoned R1-10 PRD (Single Residence, Planned Residential Development).

East: Residential and Agricultural Uses, zoned R1-7 PRD (Single Residence, Planned Residential Development) and A-1 (Agricultural).

South: Church and residential uses, zoned R-4 MH (Multiple Residence, Mobile Home), A-1 (Agricultural), and R1-10 (Single Residence).

West: Single family residential, zoned R1-7 PRD (Single Residence, Planned Residential Development).

### **Property Location and Size:**

The proposed development site is located on the north side of Glendale Avenue between 83<sup>rd</sup> and 87<sup>th</sup> Avenues. The site is currently vacant and is approximately 23.4 acres.

### **Design Review:**

Design Review approval is required for the house products that will be built in association with the Garden Grove subdivision. No application for Design Review has been submitted at this time.

### **Project Details:**

A rezone of the subject site to R1-7 with a PRD overlay would allow the property to be developed as the Garden Grove subdivision. A companion application (PP15-04) has been filed to subdivide the site into 82 residential lots, which will provide a density of 3.5 dwelling units per acre.

If approved, the zoning would be subject to the development standards applied through the PRD overlay to establish Garden Grove subdivision. The existing lots to the north are typically about 80 feet wide. To comply with the Residential Development and Design Manual, the applicant has elected to vary the lot sizes to the north of the subject site, which are identified as lots 16-30 on the Conceptual Development Plan (see Attachment J of the PRD Booklet). These lots will have increased widths to promote compatibility with the existing development to the north. The standards comparisons between the R1-7 and the proposed R1-7 PRD for are identified in the following table:

<b>DEVELOPMENT STANDARDS</b>	<b>EXISTING R1-7 STANDARDS</b>	<b>PROPOSED R1-7 PRD STANDARDS</b>	<b>PROPOSED STANDARDS SPECIFICALLY FOR LOTS 16-30</b>
Minimum Lot Area	7,000 square feet	7,000 square feet	8,000 square feet
Minimum Lot Width	70 feet	60 feet	65 feet
Minimum Lot Depth	100 feet	120 feet	130 feet
Minimum Front Yard Setback	15 feet to living area; 20 feet to garage or carport	15 feet to living area; 20 feet to face of garage from the back of sidewalk.	15 feet to living area; 20 feet to face of garage from the back of sidewalk.
Minimum Side Yards	5 and 10 feet	5 feet	5 and 10 feet
Minimum Distance Between Buildings on Adjacent Lots	15 feet	10 feet	15 feet
Minimum Rear Yards	20 feet	20 feet	20 feet
Maximum Building Height	30 feet (2 - stories)	30 feet (2 - stories)	30 feet (2 - stories)
Maximum Lot Coverage	40%	45%	45%

If the rezoning request is granted, the applicant proposes to subdivide the property into 82 single family lots. The proposed lot sizes range from 7,200 to 19,900 square feet in size. The average lot size is approximately 7,500 square feet.

One and two story homes are planned with 2 car garages and standard covered patios. All exterior elevations include a finished surface, along with window treatments such as popouts or shutters. Tile roof and ground mounted mechanical equipment are standard features for house products.

Vehicular access is provided from a single connection to Glendale Avenue with what will become the 85<sup>th</sup> Avenue alignment. The applicant has worked the City of Glendale's Transportation Engineering division to ensure city standards for the alignment are met. The developer will provide adequate infrastructure to ensure access to the vacant property to the east is from the 85<sup>th</sup> Avenue alignment for future development.

Internal local streets have been designed to the City of Glendale standards for public streets. The applicant has yet to determine whether or not the Garden Grove Subdivision will be gated. A determination of whether the streets will be public or private will occur prior to the review of the final plat.

This project, when subdivided, will provide open space / storm water retention tracts as well as landscape tracts, perimeter theme walls and entry features. All of these features will be owned and maintained by the Homeowners Association.

Garden Grove is proposing 3.4 acres of open space for active and passive amenities. An active amenity is centrally located. It contains a large turf area for various outdoor activities and features a 45' x 30' children's shaded play structure with shaded sitting areas. There are also several passive amenity locations located throughout the development. These areas will include picnic areas, BBQ areas, benches, shaded structures, and walking/jogging paths. The furthest distance a resident would have to travel to utilize an amenity location would be approximately 400 feet.

### **CITIZEN PARTICIPATION TO DATE:**

#### **Applicant's Citizen Participation Process:**

On February 2, 2016, the applicant mailed notification letters to adjacent property owners and interested parties notifying the public of a neighborhood meeting which was held on February 22, 2016. Prior to this meeting, the applicant held a meeting with the Rovey Homeowners Association on October 20, 2015. A total of seven people have participated in feedback through the neighborhood meetings, phone/email, and written responses. The applicant has reported that no significant concerns were relayed during the Citizen Participation process. General questions concerning the community product, timeline, and the treatment of the SRP easement to the south were asked. The applicant's Citizen Participation Final Report is attached.

Staff has received general concerns about access to the development from the property owner directly to the east; adjacent to project site. The neighboring property owner is concerned that the access being proposed by the applicant, which will become the 85<sup>th</sup> Avenue alignment, may not be adequate for the future development of the property east of the site. The proposed subdivision has been reviewed by City staff and is in compliance with City standards. Once the adjacent property owner develops, adequate access will be available.

#### **Planning Commission Public Hearing:**

A Notice of Public Hearing was published in *The Glendale Star* on August 11, 2016. Notification postcards of the public hearing were mailed to adjacent property owners and interested parties on August 12, 2016. The property was posted by the applicant on August 10, 2016.

### **STAFF FINDINGS AND ANALYSIS:**

#### **Findings:**

- The proposal is consistent in substance and location with the development objectives of the General Plan and any adopted specific area plans.
- The proposal will be compatible with other existing, planned and anticipated developments in the area.
- The proposal, when developed, would provide a quality living environment and accommodate desired lifestyles.

- The type and quality of house products will be evaluated through the City's Design Review process that is required for approving the housing products of all subdivisions built within Glendale.

**Analysis:**

- The proposed General Plan designation is appropriate for this site.
- All applicable city departments have reviewed this proposal and recommend approval or conditional approval of the rezoning request.
- The proposed plans meet the findings for a PRD (Planned Residential Development) overlay approval.
- The subdivision will be consistent with the design guidelines and expectations of the City's Residential Design and Development Manual.
- The housing product shall be approved through the City's Design Review Processes to ensure the City's design expectations are met.
- Street improvements and the 83<sup>rd</sup> Avenue alignment will meet City's engineering standards.
- Proposed open space is approximately 15% of the site. The open space meets the Residential Development and Design Manual standard for medium lot development.
- Proposed lot depths are greater than the minimum for the R1-7 zoning district. R1-7 requires a minimum of 100'. The applicant is proposing a mix of 120' and 130' depths.
- All lots are located near an amenity location. The furthest distance a resident would have to travel to utilize an amenity location would be 350'.

**RECOMMENDATION:**

The Planning Commission should recommend approval of ZON15-14, subject to the following stipulations:

1. Development shall be in substantial conformance with the development plan outlined in the PRD booklet, dated received August 1, 2016.
2. All local streets, curbs, gutters, sidewalks, and streetlights shall meet the City's standards.


**ATTACHMENTS:**

1. Development booklet, dated received August 1, 2016.
2. Citizen Participation Final Report (without mailing labels), dated received August 1, 2016.
3. Vicinity Zoning Map.
4. Aerial Photograph, dated October 2014.

**PROJECT MANAGER:**

Doug Howard, Planner (623) 930-2810  
[dhoward@glendaleaz.com](mailto:dhoward@glendaleaz.com)

**REVIEWED BY:**

  
\_\_\_\_\_  
Planning Director

DH/df

  
\_\_\_\_\_  
Development Services Director



REZONING/PRELIMINARY PLAT: ZON15-14 & PP15-04  
FINAL SUBMITTAL: AUGUST 2016  
PLANNING COMMISSION HEARING: OCTOBER 2016

# GARDEN GROVE

A PLANNED RESIDENTIAL DEVELOPMENT

PRESENTED BY:



PREPARED FOR:

PINNACLE LAND DEVELOPMENT, LLC

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## PROJECT TEAM

### **Property Owner**

Crosspoint Christian Church  
8600 W. Glendale Ave.  
Glendale, AZ 85305

### **Applicant**

Pinnacle Land Development LLC  
7440 E. Pinnacle Peak Rd. Suite 142  
Scottsdale, AZ 85255

### **Land Planning & Landscape Architecture**

LVA Urban Design Studio  
Alex Stedman (Planning)  
Keith Jankovsky (Landscape Architect)  
120 S. Ash Ave.  
Tempe, AZ 85281

### **Civil Engineer**

TTG Engineering  
Mike Jackson, P.E.  
4300 N. Miller Rd. #122  
Scottsdale, AZ 85251



## II. Executive Summary

Garden Grove is located at the Northwest corner of Glendale Avenue and 85<sup>th</sup> Avenue alignment in Glendale, Arizona. The property lies between Grand Avenue and the Loop 101 Freeway approximately five miles south of the Peoria/Glendale City boundary. Three existing parcels have been assembled to make up the 23.4 acre site that is currently owned by Crosspoint Christian Church whose facility, Central Christian Church, is located south and west of the subject property. The land is presently used for agricultural purposes and does not maintain any permanent structures on the site. Refer to **Attachment A, Property Boundary Map**.

The Garden Grove property is currently zoned R1-10. It is the intent of this Zoning Application to seek R1-7 PRD zoning for the subject property to facilitate a proposed residential development plan. Careful analysis of the surrounding context character have identified opportunities and constraints which have ultimately evolved to the proposed Conceptual Development Plan. This plan responds to growing housing market trends, infill land use expectations, and complements existing surrounding neighborhoods.

At this time Garden Grove has not defined specific architecture related to the community's housing product, but intends to abide by the guidelines defined in the Residential Design Manual. This rezoning request establishes the parameters for development of home sites by defining lot sizes, building setbacks and heights. The applicant will seek to introduce a homebuilder that will bring high quality housing product to the community, to complement the elevated quality of community open space described in this application.

Vehicular ingress and egress to Garden Grove will be limited to a single connection point on Glendale Avenue. The entry will include turn around capabilities as well as a themed landscape arrival. The internal street network will evenly distribute the homeowner traffic while promoting community quality of life. Five foot sidewalks, enhanced landscaping, and street narrowing are traffic calming mechanisms that have been incorporated to promote a safe and functional neighborhood.

A Rezoning Submittal, Public Participation Report and Conceptual Development Plan are components associated with this request to the City of Glendale.

## III. Project Introduction and Overview

### a. Site Location & Ownership

The property is generally defined as being in the southwest quarter of section 10 of the City of Glendale Zoning Map. The irregularly shaped 23.4 acre property is surrounded by existing residential development to the North, Northeast, and West with a church to the South. The property has about 350 feet of frontage on Glendale Avenue and does not maintain any existing on-site streets or improvements. Crosspoint Christian Church is identified as the property owner of both parcels. **Attachment B, Property Context & Existing Conditions Map** provides the subject property with a more definite area context.

**b. Property Description & Adjacent Developments**

The Garden Grove property is located along the north side of Glendale Avenue approximately 500 feet west of 83th Avenue. While the project will utilize Glendale Avenue for primary access, the majority of the development area is located approximately half a mile north of the existing Glendale Avenue right of way. The existing Central Christian Church and facility and associated improvements, located south of the site, act as a transitional barrier to this six lane arterial roadway. The planned community of Rovey Farms surrounds the project on three sides, north, east and west. The southeastern portion of the site experiences agricultural land from the East and West, with Glendale Avenue bordering the South. The neighborhood is east of a commercial center and Raymond S. Kellis High School, with the University of Phoenix stadium and Tanger outlets located further to the west. **Attachment C, ALTA Survey** has displays current property information.

**c. Zoning History**

In 2002 34.27 acres that included the subject property were rezoned from A-1 (Agricultural) to R1-10 (Single Residence) as part of case number Z-02-09. This zoning case included the entirety of the Garden Grove site area. Upon approval of case Z-02-09, dedication of additional right-of-way on 85<sup>th</sup> Ave. and 87<sup>th</sup> Ave. for half width total of 30 feet, and a dedication of 65 feet for Glendale Ave. were provided.

**d. Statement of Purpose and Intent**

**i. Description of Intended Nature and Character of Development**

The vision and nature of Garden Grove is to provide an intimate single-family residential community that is designed in character with the existing surrounding neighborhoods. The project is intended to blend well with surrounding uses and densities and will complement the existing Rovey Farms Residential Community.

**ii. Purpose of Requested Amendments**

This application represents a request to rezone a 23.4 acre site from R1-10 to R1-7 PRD to allow for an 82 lot single family residential community. The proposed community is requesting a PRD designation in order to accommodate the design requirements needed to create a seamless neighborhood in the growing area. This property will work as the central piece in establishing a seamless development pattern between the Rovey Farms community and Central church, maintaining the existing irrigation ditch for downstream users surrounding buffers of open space.

**e. Organization of Report**

This zoning narrative discusses five primary elements to meet the requirements of the Planned Residential Development application. These components are listed below and discussed through the narrative:

1. Property Introduction and Overview
2. Property Context
3. Site Analysis
4. Development Plan
5. Regulatory Development Standards

#### IV. Existing Conditions and Site Analysis

##### a. Legal Description

Please refer to **Attachment D, Legal Description**, for a written description of the proposed project area.

##### b. Land Use

There are three parcels assembled for the proposed Garden Grove Development Plan. The property has no existing structures and has been utilized for agricultural purposes for many years. These undeveloped parcels of land are bounded on the west and north side to Rovey Farms master planned community. Agricultural land is also scattered throughout the vicinity, with one adjacent use east of parcel 142-28-005S.

A supply irrigation supply ditch managed by Salt River Project runs east to west through a portion of the property on parcels 142-28-005L and 142-28-005T. After crossing the proposed development, the irrigation water ditch continues West parallel to the South boundary of the project, then runs south along 87<sup>th</sup> Ave. to Glendale Ave.

##### c. General Plan Designation

The Garden Grove property is designated as “Medium Density Residential 2.5 – 3.5 DU/AC.” The proposed development will maintain conformance with the current General Plan land use designation and planning vision of the City of Glendale.

- Gross Site Area (per ALTA survey) = 1,000,723 Sq.Ft (Net Site Area) + 18,962 Sq.Ft (Glendale Ave R/W) = 1,019,685 Sq.Ft (Gross Site Area) = **23.41 Acres**
- Number of Proposed Dwelling Units = **82**
- **Gross Density = 3.50 Acres**

Surrounding land use designations are similar and support the single family residential development at this location. See **Attachment E, General Plan Designation Map** for reference. Below are the surrounding General Plan designations:

- North – Medium Density Residence, Educational and Commercial approximately  $\frac{3}{4}$  miles from the property.
- East – Medium Density Residence, Commercial approximately .4 miles from the property.
- South – Higher Medium Density Residence (3.5 – 5.0 DU/AC)
- West – Medium Density Residence, Commercial approximately .5 miles from the property.

The property is also located within Glendale’s Western Area General Plan Update Boundary. This plan encompasses land from 83<sup>rd</sup> Ave. to 115<sup>th</sup> Ave. and the Planned Northern Parkway and Camelback/Bethany Home Road. The property is specifically located within The Parkside Character Area in the Western Area General Plan the study splits area at 91<sup>st</sup> Ave. and designated land east of the boundary for residential development, making the Garden Grove development proposal in conformance with the Plan.

**d. Zoning**

The proposed property currently is zoned as R1-10 (single residence). Below are the surrounding areas and their designations: The design requirements for this district are the largest lot size in this class. The proposed zoning is consistent to Glendale's 2025 General Plan (Medium-High density residential) land use classification, but would be better uniformed at a higher density classification and by incorporating PRD enhancements like open space and varying lot dimensions. A pattern of Planned Residential Developments with amended development standards are seen north, south and west of this infill area. Requesting R1-7 PRD zoning to increase density and match surrounding communities will be included as part of the PRD designation, see **Attachment F Existing & Proposed Zoning Map**. Below are the surrounding zoning designations:

North – Rovey Farms Planned Community (R1-10 PRD)

East – Rovey Farms Planned Community (R1-7 PRD) and Agricultural (A-1)

South – Residential (A-1 & R-3) and Church (R1-10)

West – Rovey Farms Planned Community (R1-7 PRD)

**e. Public Facilities**

- i. School** - Garden Grove is included in Peoria Unified School District's public school boundaries. Elementary aged students are to attend Cotton Boll Elementary, 8540 W. Butler Ave. Peoria, AZ 85345, two miles from the community, while ¾-miles away is 8990 W. Orangewood Ave. Glendale, AZ 85305, Raymond S. Kellis which is the designated high school.
- ii. Fire** - The nearest fire station is Glendale Fire House #158, located 1.2 miles away at 6261 N. 83<sup>rd</sup> Ave. Glendale, AZ 85303. Glendale Police department is located at 6835 N. 57<sup>th</sup> Dr. Glendale, AZ 85301, 3.7 miles from the site.
- iii. Law Enforcement** – Glendale Police department is located at 6835 N. 57<sup>th</sup> Dr. Glendale, AZ 85301, 3.7 miles from the site.
- iv. Refuse** – The Garden Grove community will seek refuse collection services from the City of Glendale.
- v. Telephone** – Telephone services will be provided by Century Link.
- vi. Natural Gas** – Natural gas services will be provided by Southwest Gas.
- vii. Electrical Services** – Electric will be provided by Salt River Project (SRP).

**f. Utilities**

Currently no power lines or infrastructure run through the site, but are existing in neighboring parcels. Development of Garden Grove will result in coordination and system expansion of public water, wastewater, and service lines. Coordination will occur with dry utility providers as required through the Development Planning Process.



The site has access to existing public water in multiple locations. There are City of Glendale water mains in Glendale Avenue, west of the site in Palmaire Avenue and in an easement near the northwest corner of the existing church. **Attachment G Preliminary Water Exhibit** displays the current infrastructure.

**g. Roads & Rights-of-Way**

This project is located between N. 83<sup>rd</sup> Avenue and N. 87<sup>th</sup> Avenue, with partial frontage along the north side of Glendale Ave. Below is a description of existing improved roadway conditions adjacent to the project.

**i. Glendale Avenue**

Glendale Avenue, is a six lane arterial road that runs east and west located south of APN# 142-28-005S. This segment of Glendale Avenue is constructed to its ultimate width, contains sidewalks as well as landscaping in the median and right of way area adjacent to the project frontage. East bound lanes include an existing left turn lane and median break that allows for access to the project entry. Glendale Avenue has a 130' right of way and will serve as the primary entrance and exit of the site. Glendale Avenue is under section A-4 of the City of Glendale standard street details showing 17.5' street buffers, 40' paved roadways, and 15' medians resulting in a 130' ROW section.

**ii. 87<sup>th</sup> Avenue Alignment**

87<sup>th</sup> Avenue alignment is currently an unpaved 20 foot right of way that touches the southwestern corner of the site. No improvements will be made upon construction of the Garden Grove Community. The alignment will continue to serve the surrounding neighborhoods as an informal pathway to Glendale Avenue.

**iii. Internal Local Streets**

All internal streets are proposed to meet the City of Glendale's public local street standard within a fifty foot public right of way. Streets will include five foot attached sidewalks on either side. **Attachment J, Conceptual Development Plan** shows a typical cross section of the internal public streets in conformance with City of Glendale Standard Detail G-306 . Community entry and local streets have been designed to meet both emergency and local traffic regulations. Design details like two local street chokers have been implemented into the site in order to calm traffic and promote pedestrian circulation. The chokers were created in compliance with Phoenix Design Standard P1284. A close up can be found on **Attachment J, Conceptual Development Plan**. Although all internal local street have been designed to meet City of Glendale public street standards, a final determination by the client to gate the community has not been made. This decision will be finalized in conjunction with the final plat submittal and will not result in any dimensional changes to the current street section.

**h. Topography & Drainage**

The existing site is currently undeveloped and gently slopes in a southwesterly direction as is evidenced by existing agricultural irrigation characteristics. Open space areas throughout the community will serve to retain stormwater flows.

An existing retention basin that currently serves the church property will be relocated along the east and northeast open spaces adjacent to the existing church parking. The relocated retention basin will continue to receive the historic flows from the church property and any tailwater overflows from the property to the east.

**Attachment H, Drainage and Topography Exhibit** illustrates the properties' topography and drainage.

**V. Proposed Development Plan**

**a. Conceptual Development Plan**

Garden Grove's Conceptual Development Plan incorporates community design elements that are consistent with communities within the surrounding area. The community will be built as an 82-lot single family residential community with typical lot sizes of 60' x 120'. These lot sizes are consistent with lot sizes on adjoining R1-7 properties to the east and west of the community. Integrated with the homesite's area, a series of amenitized private community open spaces that will provide a diversity of recreational and aesthetic uses for future residents. See **Attachment J Conceptual Development Plan**.

The community will be accessed through a single entry from Glendale Road at the 85<sup>th</sup> Avenue alignment. Internal streets have been designed to distribute vehicular traffic within the northern portion of the community, leading to a high visibility open space located near the center of the community.

Lot sizes along the northern edge of the property have been widened to 65 feet to better integrate with wider existing lots already built to the north in the Rovey Farms community. The same lots are also significantly deeper than the typical lots at 130 feet.

**b. Amended Development Standards**

The applicant has requested selective amendments to the R1-7 development standards to increase development flexibility within the community. In exchange for approval of these standards, the applicant is providing enhanced usable community open spaces that will seek to promote resident interaction and incorporate elements that exceed open space programming for most communities. The applicant is seeking to amend the lot width and side yard setback requirements as indicated in **Table 1, Garden Grove PRD Development Standards Table**.

**c. Required Findings for Rezoning**

**i. The amendment is consistent with the policies and objectives of Glendale General Plan.**

The City of Glendale's General Plan identifies the subject property as Medium Density Residential with a 2.5-3.5 du/ac subcategory. Garden Grove proposes an overall gross density of 3.50 du/ac which is consistent with the density range identified by the General Plan Land Use Exhibit and in conformance with the adjacent zoning pattern to the east and west.

Garden Grove is also within the Western Area Plan, Parkside Character Area, which designates the property as Residential 3.5 to 5.0 du/ac. The proposed density of 3.5 du/ac is in conformance with this density recommendation.

**ii. Conformance with the Parkside Character Area’s Development Guidelines**

***Encourage developments that include open space, multi-use trails, lakes, and other focal points and amenities to enhance the character of the area.***

Garden Grove has been designed to ensure that the majority of the open space provided is established for functional use by future residents. Open space areas will provide a range of amenities that will cater to a diversity of interests including playgrounds, looped sidewalk path, turf areas for activities and pets, and shaded seating space for passive outdoors use. Open space located near the entry will help to establish community identity through thematic signage and entry monumentation, and provide buffered setbacks to Glendale Avenue.

***Encourage developers abutting Glendale Avenue to include one or more of the design amenities suggested along the Glendale Avenue frontage. Design amenities may include; a water feature, such as a lake or series of ponds, fountains, or waterfalls; a lushly landscaped common area providing shade, interconnecting pathways, ramadas and benches; or increase the required setback abutting Glendale Avenue to three (3) times the minimum required setback.***

A significant landscaped buffer separates Glendale Avenue from the first homes upon entering the community. This setback will be enhanced with mature trees to ensure meaningful screening from Glendale Avenue, and to compliment the lush landscape theme that is programmed throughout the balance of the community. Theme elements, including fencing and pergola elements will establish a tone for an elevated design theme found within the community.

**iii. The proposed amendment furthers the public health, safety and general welfare of the citizens of Glendale**

Garden Grove promotes public health, safety and general welfare of the citizens by offering a quality residential community. Pedestrian safety is prioritized by placing traffic calming chokers near the central community open space and by placing open spaces in a distributed manner that will encourage residents to experience the community on a walkable pedestrian scale with destinations in mind.

**iv. The proposed change will include any conditions necessary to mitigate any adverse impacts on businesses, persons, or properties adjacent to the requested amendment**

The applicant has hosted a series of neighborhood meetings and outreach to include the adjoining homeowners association and nearby property owners. These meetings have occurred throughout various phases of the planning process. The applicant has received positive feedback from residents and feels that the proposed community will complement existing development to the

north, west and east. The applicant believes all impacts have been addressed and minimized to ensure that all adverse impacts are mitigated.

**v. A finding is made that there are adequate school facilities, if the amendment is to the official Zoning Map.**

A notification to was sent to Peoria School District on November 5, 2015 to inform the local schools of the 82 lot residential proposal and requested a response if facilities were not able to host the increase in families. No response was received from the school district. A copy of the notification letter has been provided with the Citizen Participation Report.

**d. Required Findings for Zoning Ordinance Section 6.205 & Residential Design Manual**

**i. The proposal is consistent in substance and location with the development objectives of the General Plan and any adopted specific area plans.**

The proposed development conforms with the General Plan designation of Medium Density Residential and is in context with the densities and open space proportions found in surrounding residential communities.

The Western Area Plan, Parkside Character Area Plan, has been adopted and incorporated into the Garden Grove community by fulfilling objectives like infill development, promotion of quality development, unique streetscapes, and incorporation of useable open space.

**ii. The proposal will be compatible with other existing and planned development in the area.**

The project site is predominantly surrounded by the Rovey Farms planned community to the north, west and east. The adjacent zoning within Rovey Farms is a combination of R1-10 (north) and R1-7 (east and west). Lot sizes in the adjacent R1-7 are nearly identical to those proposed in Garden Groves. The larger R1-10 lots have wider typical lot widths than those proposed in Garden Grove, but the applicant has enlarged the typical lot width and depth along this edge to provide enhanced compatibility and density transition.

To the south, the Garden Groves community will wrap around an existing church and two large lot residential lots. with the exception of two larger lot homes and church to the south. As a result of existing setbacks of existing residences, the proposed location of community open space and the SRP irrigation ditch width, these adjoining properties enjoy a generous separation from planned residences.

**iii. The proposal meets or exceeds the City's Subdivision Design Expectations regarding site planning, architecture, landscaping, building materials and colors, and screening of mechanical equipment.**

Garden Grove is designed with the Residential Design and Development Manual guiding site planning, thematic architecture and materials, landscaping, colors, and screening of mechanical equipment. Below are the ways in which the proposed conceptual site plan meets and exceeds these areas:

*2.1.11 – Avoid siding lots onto arterial streets unless an additional 20' landscape tract is provided.*

A significant landscape tract has been provided well in excess of the recommended 20' depth along Glendale Avenue. This setback will provide opportunity for landscape buffering between proposed residential and the arterial roadway.

*2.4.1 – Enhanced entrances from arterial and collector streets.*

Landscaped tracts, feature lighting, entry sign, wall details, and distinct entries can be found in association with the project's entry. These thematic elements emphasize and define the Community's character and are expressed in other community elements within the community.

**iv. The proposal will result in a quality living environment and accommodate desired lifestyles.**

Active and passive amenities are dispersed evenly throughout the community to ensure proper spatial proximity of these uses to all residents of the community. These areas contribute to the quality living environment at Garden Grove by creating opportunities for community gathering locations and promoting options for passive or active recreation.

The provided lot size will ensure that the future homes will appeal to a broad diversity of the population, and will present an attractive community opportunity for young families, retirees, and established Glendale residents.

Close proximity to major transportation routes like Loop 101, Grand Avenue, and Interstate 10 offer convenient access to employment hubs within the metropolitan area. Work opportunities, schools, commercial services, and entertainment districts are also nearby and will appeal to a variety of lifestyles and interests.

**v. The proposed project amenities including equestrian and pedestrian trails, bike paths, landscaped areas, entry features, decorative theme walls, parks, playgrounds, and other public or commonly owned open space and recreation facilities are adequate and appropriate for this development.**

The distribution of amenities and open spaces at Garden Grove makes access easy for all residents through a combination of sidewalks and pathways. In addition to internal pathways that seeks to create circulation patterns within the community, Garden Groves will seek to provide external linkages through the primary Glendale Avenue entry and a pedestrian access gate onto the 87<sup>th</sup> Avenue alignment. This access gate may allow for a future public connection to Rovey farms if such improvements are determined acceptable to the Rovey Farms HOA.

**vi. The type and quality of house products will be consistent with the intended character of the development.**

The architecture and size of future homes have not been determined, but the applicant is committed to seeking residences that meet or exceed the design standards defined by the City's Subdivision Design Manual.

**e. Required Findings for PRD Overlay**

**i. Encourage imaginative and innovative planning of residential neighborhoods by providing greater flexibility in design.**

The applicant believes that the design of the Garden Grove community and the amenities defined therein meet or exceed those provided in the typical community design. Open space within the community exhibit imaginative and creative combinations of elements and materials that will create unique spaces with elevated character. These spaces will encourage and promote the use of these areas by residents throughout various seasons and help to facilitate healthy lifestyle opportunities. Traffic calming elements further refine the unique nature of the community and help to show a support for pedestrian precedent and equity with vehicular circulation.

Flexible design is also demonstrated through the implementation of variable lot widths and depths to better respond to variations in lot sizes on adjacent properties. This awareness to respond to appropriate transitions in adjacent residential density is supported through the implementation of the PRD standards as proposed.

**ii. Encourage the provision of useable open space and recreation facilities within subdivisions.**

Functional open space is provided throughout the Garden Grove community with a primary active space located within the central portion of the property. Passive areas are located in both the western and eastern portions of the community, providing diversity and balance of improved open spaces to ensure that ample spaces are accessible to all residents. Landscaped seating areas, tot lots, paved walking paths, casual recreational areas, and dispersed shade ramadas are features that accentuate these open spaces and offer an elevated and refined level of amenities for residents of Garden Grove.

**iii. Encourage variation in lot size, lot width, building setback, building orientation, and house product design within neighborhoods.**

The typical lot size in the Garden Grove community is 60' X 120' with some lots exceeding these dimensions for both width and depth. Lots located in the northern portions of the community are typically deeper with depths ranging between 125' and 130' to reduce overall density and provide transitions from larger existing lots to the north of Garden Grove. Adding depth to the lot will increase building separation between existing and proposed homes and allow for increased rear yard area. Lot widths along the northern perimeter have also been increased to 65' to promote compatibility with 80' wide lots to north.

**iv. Establish residential neighborhoods which have a distinct character and convey a sense of place.**

The Garden Grove community seeks to establish a unique theming character that celebrates the rich agricultural history of the property and the area. Thematic

elements proposed for the property can be classified as rural-agrarian in character, incorporating ideas that stem from farms such as split-rail fences, the use of stone walls and the configuration of tree plantings that resemble orchards. The applicant may also seek to incorporate specific agricultural species where appropriate, being mindful of responsible water usage and required maintenance to support such species. Community open spaces will be embellished with amenities that allow residents to find recreational enjoyment within their own community, reducing the need to seek alternatives outside of the community.

By projecting a unique and amenitized environment as described, future residents will gain a sense of community place and uniqueness that will add to the charm of this property and ensure its sustainability within the urban framework.

**v. Promote the efficient use of land by enabling the development of parcels which would otherwise be difficult to develop.**

The subject property is constrained by a very narrow segment of land that fronts on Glendale Avenue and extends north before widening into a more efficient property configuration. This narrow “flag” of property limits the ability to provide meaningful open space and ample lot sizes. Large turf areas have been provided to the north and south of this narrow area to maximize lot sizes and give residents close recreational opportunities as well as added landscape greenery.

**f. Amended Development Standards**

The R1-7 PRD Development Standards in **Table 1, PRD Development Standards Table** below are necessary to accommodate the unique shape of the site, allow for future quality housing products, to maximize all open space as usable, and conform with adjacent zoning districts in adjacent communities. The proposed standards respond to the current single-family housing market and allow for creative alternatives to make Garden Grove a unique and preferred housing community.

District	Min. Net Lot Area	Min. Lot Width	Min. Lot Depth	Min. Building Setback <sup>1</sup>				Max Structure Height <sup>1</sup>	Max % Lot Coverage
				Front <sup>2</sup>	Rear	Side	Street Side		
<b>Typical R1-10 (Current Zoning)</b>	10,000 SF	90'	100'	15'-20' <sup>2</sup>	25'	10'	10'	30'	40%
<b>Proposed Typical R1-7 PRD</b>	7,000 SF	60'	120'	15'-20'	20'	5' <sup>3</sup>	10'	30'	45%
<b>Proposed R1-7 PRD Lot #16-30</b>	8,000 SF	65'	130'	15'-20'	20'	5' & 10' <sup>4</sup>	10'	30'	45%

<sup>1</sup> – Two story maximum, refer to Section 7.300 of the Glendale Zoning Ordinance for accessory buildings.

<sup>2</sup> – 15 feet to living area, from street right of way, 20 feet to face of garages from back of sidewalk.

<sup>3</sup> – Minimum 10 foot separation between buildings on adjacent lots.

<sup>4</sup> – Minimum 15 foot separation between buildings on adjacent lots.

**g. Conformance with Residential Design and Development Manual**

- i. The Residential Design and Development Manual categorizes lots between 7,000 to 12,000 sq. ft. as “Medium Lot Development,” and encourages the incorporation of specific design elements in association with these development types. Below are elements that the Garden Grove community has proposed to incorporate into its design.

***2.1.15 Locate lots adjacent to or backing up to open space.***

All open spaces within the community will share an edge with one or more adjacent lots. Most importantly, open spaces within the Garden Grove community have been located to maximize proximity to these spaces for all residents. In all cases open spaces are open to the community and the street network, increasing visibility and awareness of these spaces through significant frontage exposure.

***2.1.17 Position lots across from the intersecting street at three way intersections, so that headlight intrusion into living areas is avoided.***

One three way intersection is found in the Garden Grove neighborhood. Landscaping and open space have been strategically placed around this area to avoid headlight impacts. Many of the streets in the neighborhood lead to open space, or larger setback lights in order to mitigate this impact.

***2.2.8 The typical width for local streets consists of a 32-foot wide street width in a 50-foot right-of-way.***

A public 50 foot right of way, with a 32 foot wide street is the proposed detail for this community.

***2.2.9 Incorporate traffic calming devices.***

Two landscaped traffic calming improvements have been proposed into the Garden Grove street circulation. These devices are strategically located across from the active amenity to aid in pedestrian safety and to decrease vehicular travel speeds.

***2.4.1 Enhanced entrances from arterial and collector streets***

The proposed community’s single point of access is taken from major arterial Glendale Avenue. The access point is enhanced by providing a significant landscaped buffer between Glendale Avenue and the first home within the community, far in excess of the City’s minimum requirement. This buffer will be utilized to create buffering and introduce the project’s unique thematic elements to include Pergolas, fencing, landscape treatments and monumentation.

***2.5.6 View fencing is to be used on lots adjacent to common open space areas when they will add to the amenities and improve security.***

**Attachment K, Conceptual Landscape and Detail Exhibit Plan** shows locations and details of the proposed view fencing. The majority of this fencing is located along lots that border open space, or natural resources, like the SRP canal located south of the property where the selective utilization of such fencing types will not be a significant detriment to resident privacy.



## h. Access and Circulation

### i. Vehicular Access and Circulation

Project access will be from Glendale Avenue proximate to the 85<sup>th</sup> Avenue alignment. Internal streets will be maintained within a fifty foot right of way in concurrence with the City of Glendale requirements for local streets, see G-306 Local Street Section in Standard Details. Traffic calming elements are proposed along the east-west street segments as depicted on the Conceptual Development Plan. See enlargement detail on **Attachment J, Conceptual Development Plan** for a depiction of this traffic calming improvement.

### ii. Pedestrian Circulation

Garden Grove recognizes its proximity to schools and shopping centers and encourages the convenience of walking for children and adults. Access to safe and contiguous pedestrian routes through the community's open space and along internal streets serves as high priority for the development. The Garden Grove community is designed to support pedestrian and multi-modal transportation as well as efficient vehicular circulation. Five foot wide attached or detached sidewalks will run along both sides of interior streets. In targeted areas, specific landscape treatments along community sidewalks will provide shade and will guide users to dedicated open spaces. These internal sidewalks will provide connectivity to existing sidewalks located along Glendale Avenue that provide linkages to other communities and services.

In addition to access, internal routes and sidewalk connections to Glendale Avenue at the community's primary entry, the applicant will also provide a pedestrian access in the southwest corner of the community to promote a future pedestrian connection between Garden Grove and the Rovey Farms planned community. To complete this linkage, the applicant would require the support of the Rovey Farms community. If no connection is made, pedestrian access along the existing 87<sup>th</sup> Avenue right of way can be utilized to connect to offsite pedestrian routes to the south. A connection between Garden Grove and Rovey Farms would benefit residents of Garden Grove by allowing a more efficient pedestrian route to local elementary and high schools located to the north.

### iii. Resident Access to Open Space

Every home in Garden Grove will be directly connected to the internal sidewalk circulation. This pedestrian path meanders throughout the site tying into the prominent open space and amenity areas. Each home within the community is less than 500 feet from an amenitized open space area and easily accessible by all residents due to a pedestrian friendly environment.

### i. Utilities and Infrastructure

The applicant proposed to gain water connections to existing city water infrastructure in both Glendale Avenue and in Palmaire Avenue (west of project). The Palmaire Avenue connection will be extended via an existing stub-out located on the boundary of the Rovey Farms community in an existing public waterline easement.

The proposed water network will be looped throughout the community and will be placed in the streets and will extend beneath the fire line alignment. Issues related to pressure and/or capacity are not anticipated. An analysis of the existing and proposed water infrastructure has been included with this application to demonstrate no negative impacts to existing service, see **Attachment G, Preliminary Water Exhibit**.

City of Glendale sewer mains are located in Glendale Avenue and in Paltaire Avenue. This project proposes to connect sewer in similar locations as the water. A new sewer connection is proposed in Glendale Avenue in order to serve the portion of the community east of the existing church. The remaining lots will be served by a proposed sewer connection into Paltaire Avenue (pending HOA approval). Based upon preliminary analysis, the existing sewer system that serves the subdivision west of this project has adequate capacity to accept the additional flows from this project. The existing main in Glendale Avenue is large diameter and capacity issues are not anticipated. **Attachment J, Conceptual Development Plan** outlines this plan in detail.

Portions of the existing SRP Irrigation Ditch that runs east to west will be covered to maintain access for SRP inspectors and to maintain safety for Garden Grove residents.

**j. Drainage**

This project proposes to provide storm water retention in conformance with applicable City and County requirements. All storm water runoff generated on the project will be routed to a proposed retention basin. The proposed retention basins will be sized to accommodate the 100-yr rainfall event. Routing of storm water will be primarily achieved via surface flow along the gutters in the proposed streets. Stormwater from Rovey Farms outlet to the northeast has been accepted. The gutters will convey flows to the proposed retention basins through scuppers. The retention basins will discharge the storm water into the ground with drywells. The applicant does not anticipate any negative impacts related to storm water as a result of this proposed development. See **Attachment H, Drainage & Topography Exhibit**.

**k. Conditions, Covenants, and Restrictions**

Conditions, covenants, and restrictions are to be specified upon identifying a home builder and will be prepared in concert with the formal development plans.

**l. Improvement & Maintenance**

All community open space and amenities will be monitored and maintained by the future Garden Grove's Homeowner's Association. Public and private improvements will be completed by the project developer. Future public right of way and utility maintenance will fall under the City of Glendale's responsibility while private open space will be the responsibility of the future HOA.

**m. Site Constraints**

The applicant has coordinated with S.R.P to discuss the improvement and maintenance of the existing irrigation channel that bisects the community.

**n. Site Opportunities**

The proposed project location offers pedestrian connectivity to Glendale Avenue as well as Central Christian Church. The existing commercial and open space in the larger property context will be benefitted by the additional residential community. The residential development of the subject property represents an opportunity to provide a continuation of the surrounding land use pattern within this infill location in a thoughtful manner which correlates with the goals of the City of Glendale.

**o. House product design**

The Garden Grove community plan does not specifically identify requirements for architectural or product design elements with this application. Future residential uses on this property will respond to market demand for materials and color and the applicant will seek to fuse common color palettes and materials between housing product and common community hardscape elements if possible. The development parameters of the community's residential product will be dictated by the development standards set forth in **Table 1, Garden Grove PRD Development Standards** of this application.

**p. Proposed phasing**

The Garden Grove community will be constructed in one phase.

**VI. Landscape and Theming Concepts**

**a. Landscape Theme**

The vision for this residential development is to create a rich and unique community that pays homage to the area's historical agricultural land use. Historically, this area of Glendale was the site of Emil Rovey's family farm, Ponderovey Dairy, in operation since 1943. Ponderovey Dairy is a 3<sup>rd</sup> generation family-run farm raising Jersey cows for dairy production and Watusi cows as a hobby, and has served in the past as a major employer in the community. Rovey Farm Estates, the residential development that surrounds the project site, based their design on themes reminiscent of landscape features Emil Rovey utilized at his dairy farm.

The landscape theme for this project takes the agricultural precedent set by the Rovey family farm one step further, acknowledging its identity as a community on the edge between agricultural and residential land uses, where characteristics from both communities are present in the same space. In terms of land use, the project is a transition area where two communities meet and integrate, not unlike an ecotone. An ecotone is an ecological term referring to biological communities who share common edges and characteristics but still retain separate entities.

Ecotones are important areas in nature because of the microcosms that exist as a result out of their convergence. These microcosms can be seen as unique unto themselves and possess an interesting diversity that can only be found within their boundaries. These areas are as important in nature as they are in man-made urban environments because of their rarity and individual character. Given the context of this site, an ecotone is a

fitting metaphor upon which to build a unique design concept that will impart a strong sense of place.

**b. Design Concept**

The design concept treats the community as an ecotone, sitting on the edge between suburban and agricultural land uses, and sharing visual characteristics of both. Groves of trees, typically used as windbreaks to protect farm building and crops in large flat agricultural fields, will be utilized here to promote a private and secluded environment, and to provide a definitive edge to the community.

The plant palette is envisioned to create a traditional aesthetic while still providing a measure of continuity within the surrounding neighborhoods and streetscape. Tree species include both native and non-native desert-adapted varieties reminiscent of species historically used on the farms in the area. See *Attachment K Conceptual Landscape & Detail Exhibit Plan*.

The design concept for the entry sequence also involves the crossing of two different design influences. Entries are envisioned as a contemporary take on traditional farming vernacular combined with modern suburban archetypes. Rustic metal accents, combined with stone walls, and split rail fences symbolize the vernacular elements that have been used in the past to define the farming landscape.

Theme walls and columns feature a natural fieldstone aesthetic evocative of the site walls and buildings typical of homesteads in rural agricultural areas. Split-rail fencing is also utilized to help distinguish separate spaces while adding to the rural design aesthetic of the project.

The idea of a community with shared characteristics developing on the edge of two separate lands uses, is continued in the design concept for the common amenity areas. The project's common areas feature a combination of passive and active amenity areas that encourage learning, physical activity and social interactions. 14.6% of the Garden Grove community will be dedicated to these open space amenity areas.

**i. Active Amenity**

The active amenity is a .6 acre space located in the center of the northern portion of the neighborhood between lots 55, 56 and 69, 70, with traffic calming roadway features directly to the north and south. Neighborhood walking paths are linked through the amenity for pedestrian foot traffic and continuous pedestrian circulation. This amenity area features a rural themed playground and ramada that is anchored by a large turf area. The Active Amenity Area is also enclosed by a split-rail fence that is reminiscent of pastoral cattle fields. The grassy-flat fields are created with young families in mind. These areas are intended for activities

such as playing catch or playing soccer. Spectating is possible along the fringes under trees along the perimeter or at the porch-like seating areas located at the ramadas that bookend the turf area. The centralized location of the Active Amenity Area works to create unity amongst both children and adults of the community. Play dates, sports leagues, and community meetings can all be hosted in this premier outdoor space and made to be part of the community's active culture.

The play structure located at the center of the amenity area is designed to host up to forty children at one time. This size of this amenity for an eighty two lot community is significant. The playground is covered by a 45'x30' shade structure to shield the amenity and it's users from the harsh desert environment. Another 30'x28' shading structure will be built for an enhanced seating area. **Attachment K Conceptual Landscape & Detail Exhibit Plan** displays details of the structures and where they will be located.

## ii. Passive Amenity

Garden Grove proposes 2.8 acres out of the total 3.4 acres of open space as being dedicated to the concept of passive amenity. The passive amenity located near the SRP canal easement is identified by the pergola shade structure at its entry. This Pergola shade structure is a common theme throughout the community as intended to serve as an identifier for features such open spaces. The passive amenity is intended to contain a community garden and orchard, with fruit and vegetables available for consumption by the residents of the community. This particular amenity reinforces the idea of a meeting between a residential community and an agricultural farm by a featuring an urban farming space that encourages residents to meet each other and work toward the common goal of producing and harvesting a variety of fruits and vegetables. A community garden and orchard is also reminiscent of the agricultural history of the site, and will establish a strong and enduring sense of place within the community. A more traditional green space alternative to the community garden can be made possible for the passive amenity. A shade ramada and barbecue area has been provided for neighborhood events and get-togethers. Two large turf areas have been planned for separate events or activities. These areas are enclosed with a split rail fence that serves to establish identity and boundary of the space. The intention behind this green space is to provide a largely un-programmed area with useable components such as shade and turf for residents to use as they would see fit. The retention area on the south west corner of the site is also envisioned as a another passive amenity area, featuring a wide compacted decomposed granite path that leads to a pedestrian gate for access to 87<sup>th</sup> Ave. alignment, where Rovey Farms and Glendale Avenue are accessible. The open turf area allows residents to engage in the phenomena of ecotones in a way that encourages decompression, physical activity and social interaction. Split rail view fencing along the south perimeter opens the area to adjacent land uses and the trees provide the shade that is necessary for activities like walking, or jogging. The design concept will create an opportunity for residents and their pets to exercise

on a well maintained space that is linked to the communities overall pedestrian circulation network. Residents will also enjoy the ease of access and the variety of destinations the path offers.

Smaller passive amenities are scattered throughout and are primarily seen enhancing side yards adjacent to roadways. These smaller usable areas are landscaped with desert adapted species of trees and shrubs. Bench seating is provided as a respite for walkers in these areas. The community mailboxes will also be located in these areas and will facilitate the happenstance meetings that occur between residences when collecting their daily mail.

**VII. Conclusion**

The applicant's proposed amendment to rezone from R1-10 to R1-7 with a PRD overlay which incorporates amended development standards will create a community that is complimentary to the surrounding community.

Attachment A  
*Property Boundary Map*





Attachment B  
*Property Context & Existing Conditions Map*




# GARDEN GROVE

## PLANNED RESIDENTIAL DEVELOPMENT

### ATTACHMENT B

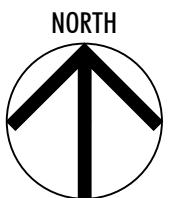
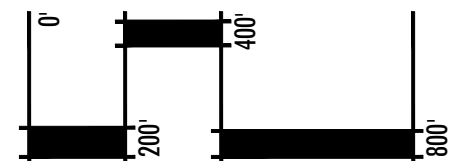
#### PROPERTY CONTEXT & EXISTING CONDITIONS

##### LEGEND

 SITE BOUNDARY

Subject to engineering and City review and approval.

APPROX. SCALE: 1" = 400'



PRELIMINARY - NOT FOR CONSTRUCTION - COPYRIGHT LVA URBAN DESIGN STUDIO, L.L.C.

Date: 7/28/16

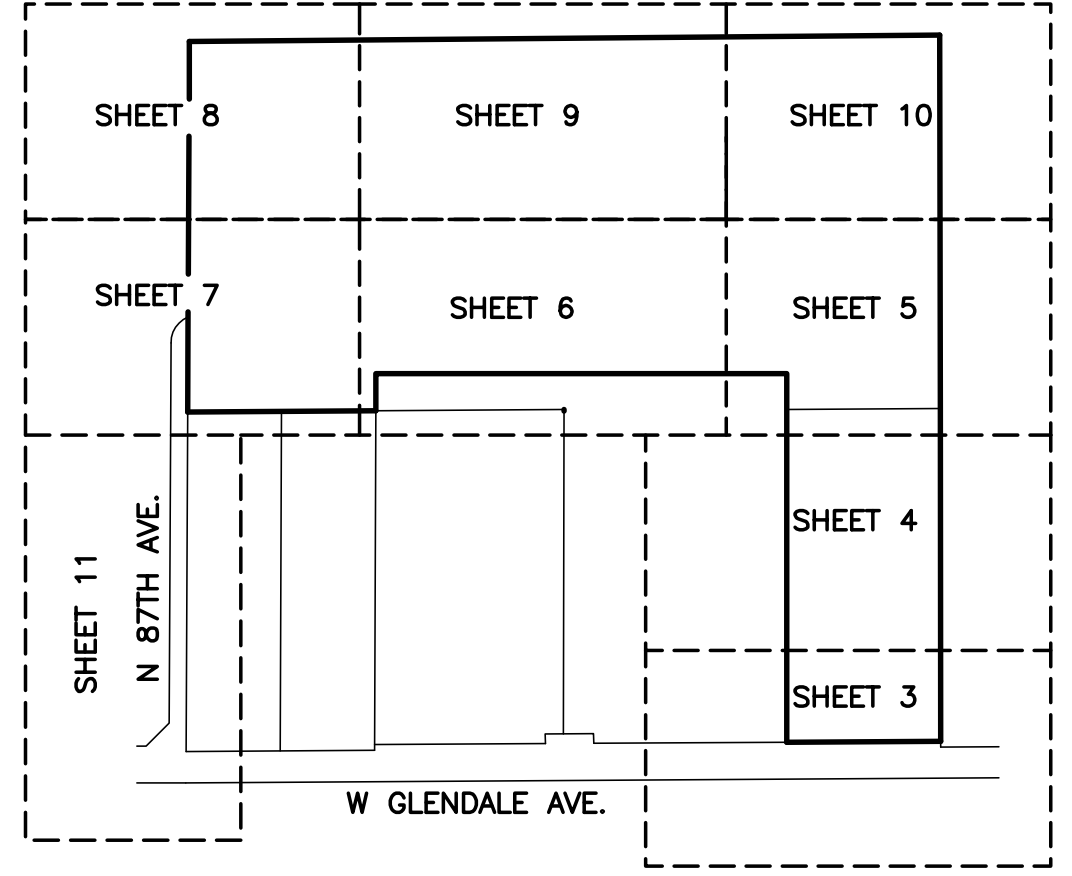
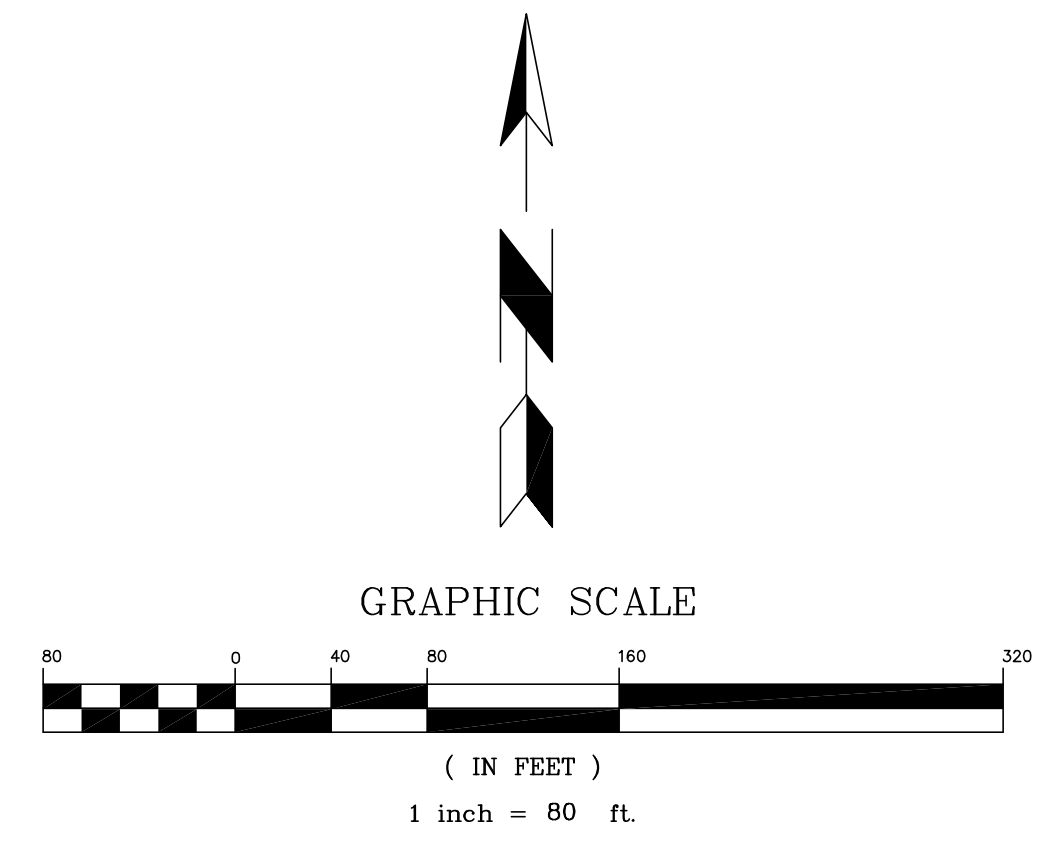
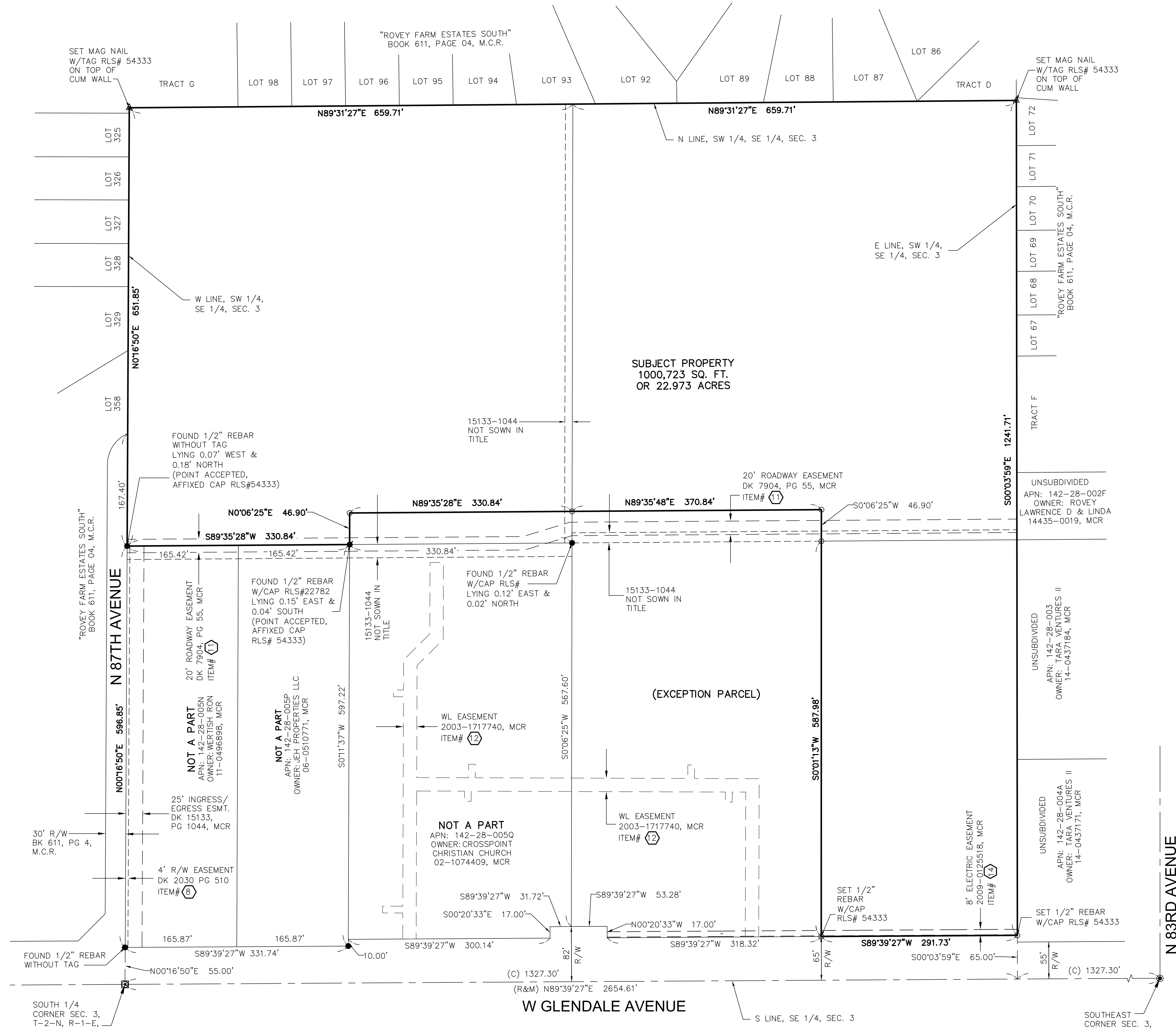
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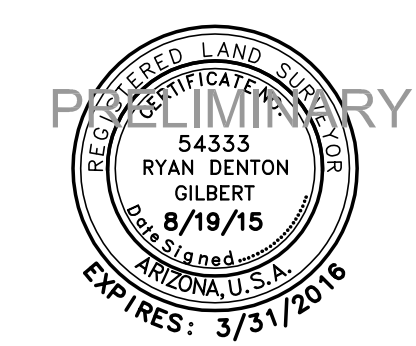
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Attachment C  
*ALTA Survey*



**LEGEND**

- ⊙ FOUND BRASS CAP FLUSH
- ⊠ FOUND BRASS CAP IN HANDHOLE
- ▲ SET NAIL W/TAG RLS 54333
- FOUND AS NOTED
- SET 1/2" REBAR W/CAP RLS 54333
- - - BREAKLINE
- R/W RIGHT-OF-WAY
- (M) MEASURED
- (R) RECORDED
- (C) CALCULATED
- (M&R) MEASURED & RECORDED
- M.C.R. MARICOPA COUNTY RECORDS
- RLS REGISTERED LAND SURVEYOR
- BOUNDARY LINE
- - - ADJOINING BOUNDARY LINE
- - - EASEMENT LINE
- - - CENTERLINE



<p><b>GILBERT LAND SURVEYING, PLC</b> 4361 S. Squires Lane, Gilbert, Arizona 85297 Phone: (480) 334-6936</p>	<p><b>ALTA/ACSM LAND TITLE SURVEY</b> A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA</p> <p style="text-align: center;"><b>(BOUNDARY DETAIL)</b></p>				
	DATE: 8/19/15	FIELD: KD	DRAWN: RG	JOB NO.: 150702	SHEET: 20F11

Attachment D  
*Legal Description*

LEGAL DESCRIPTION

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3,  
TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA  
COUNTY, ARIZONA;

EXCEPT THE SOUTH 46.90 FEET OF THE EAST 330.84 FEET THEREOF;

TOGETHER WITH;

THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID  
SECTION 3;

EXCEPT THE SOUTH 46.90 FEET OF THE WEST 370.84 FEET THEREOF;

TOGETHER WITH;

THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST  
QUARTER OF SAID SECTION 3;

EXCEPT THE WEST 40.00 FEET THEREOF;

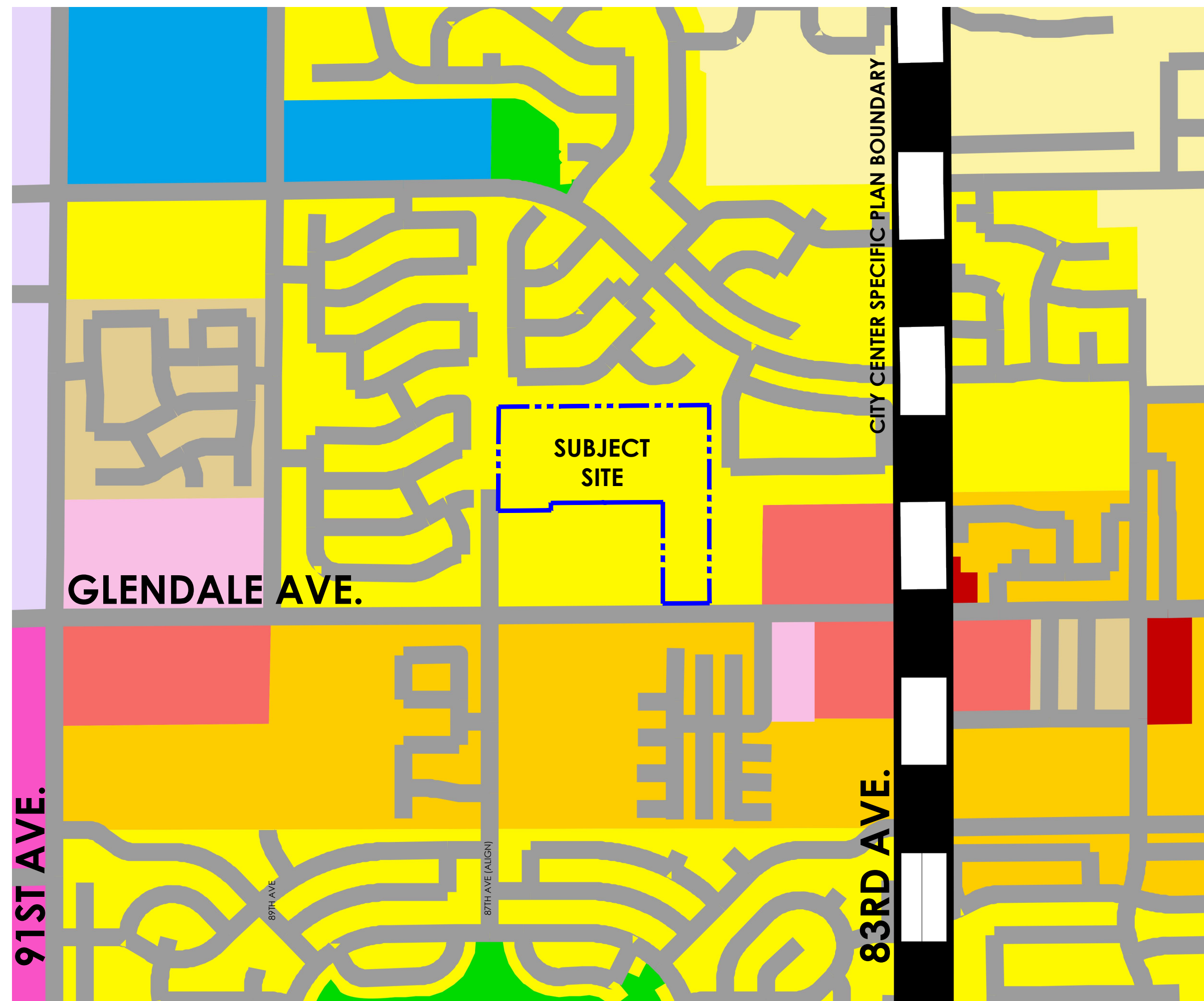
EXCEPT;

ANY PORTION LYING WITHIN THAT PROPERTY CONVEYED TO THE CITY OF GLENDALE IN WARRANTY DEED  
RECORDED IN DOCUMENT NO. 2003-1717741, DESCRIBED AS FOLLOWS:

EXCEPT;

ANY PORTION LYING WITHIN THAT 55.00 FOOT RIGHT OF WAY FOR ROAD PURPOSES RECORDED IN  
BOOK 15 OF ROAD MAPS, PAGE 26, RECORDS OF MARICOPA COUNTY, ARIZONA.

Attachment E  
*General Plan Designation Map*



# GARDEN GROVE

## PLANNED RESIDENTIAL DEVELOPMENT

### ATTACHMENT E GENERAL PLAN DESIGNATION MAP

- LAND USE DESIGNATIONS**
- MEDIUM DENSITY RESIDENTIAL: 2.5 - 3.5 DU/AC
  - MEDIUM DENSITY RESIDENTIAL: 3.5 - 5.0 DU/AC
  - OFFICE
  - GENERAL COMMERCIAL
  - PLANNED COMMERCIAL
  - ENTERTAINMENT MIXED-USE
  - EDUCATIONAL
  - PARKS & OPEN-SPACE

Subject to engineering and City review and approval.

**APPROX. SCALE: 1" = 600'**

**NORTH**

**PRELIMINARY - NOT FOR CONSTRUCTION - COPYRIGHT LVA URBAN DESIGN STUDIO, L.L.C.**

**Date:** 11/12/15 **Project No.:** 1535

**LVA urban design studio**  
 land planning • development entitlements • landscape architecture  
 120 south ash avenue • tempe, arizona 85281 • 480.994.0994

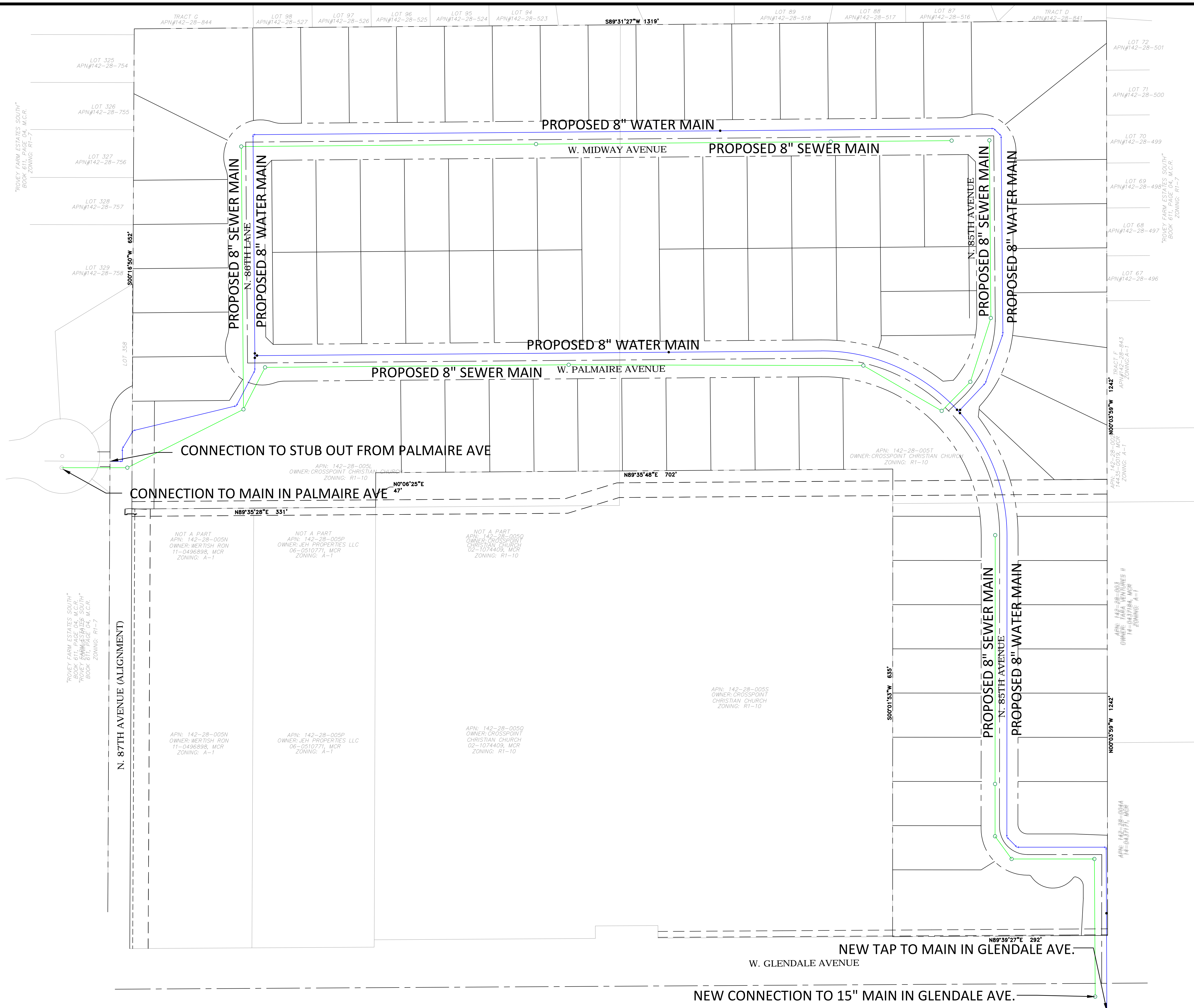
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Attachment F  
*Existing & Proposed Zoning Map*





Attachment G  
*Preliminary Utility Exhibit*



"ROYEY FARM ESTATES SOUTH"  
BOOK 611, PAGE 04, M.C.R.  
ZONING: R1-7

"ROYEY FARM ESTATES SOUTH"  
BOOK 611, PAGE 04, M.C.R.  
ZONING: R1-7

"ROYEY FARM ESTATES SOUTH"  
BOOK 611, PAGE 04, M.C.R.  
ZONING: R1-7

TRACT F  
APN#142-28-843  
ZONING: A-1

TRACT G  
APN#142-28-843  
ZONING: A-1

TRACT H  
APN#142-28-843  
ZONING: A-1

N. 87TH AVENUE (ALIGNMENT)

NOT A PART  
APN: 142-28-005N  
OWNER: WERTISH RON  
11-0496898, MCR  
ZONING: A-1

NOT A PART  
APN: 142-28-005P  
OWNER: JEH PROPERTIES LLC  
06-0510771, MCR  
ZONING: A-1

NOT A PART  
APN: 142-28-005D  
OWNER: CROSSPOINT CHRISTIAN CHURCH  
02-1074409, MCR  
ZONING: R1-10

APN: 142-28-005N  
OWNER: WERTISH RON  
11-0496898, MCR  
ZONING: A-1

APN: 142-28-005P  
OWNER: JEH PROPERTIES LLC  
06-0510771, MCR  
ZONING: A-1

APN: 142-28-005D  
OWNER: CROSSPOINT CHRISTIAN CHURCH  
02-1074409, MCR  
ZONING: R1-10

APN: 142-28-005S  
OWNER: CROSSPOINT CHRISTIAN CHURCH  
ZONING: R1-10

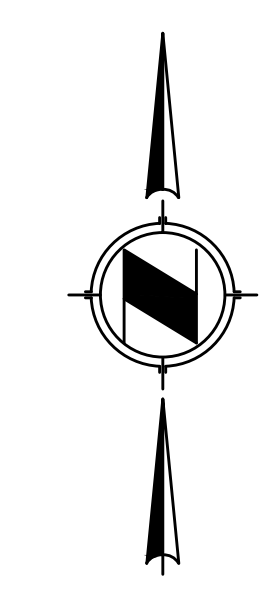
APN: 142-28-005T  
OWNER: CROSSPOINT CHRISTIAN CHURCH  
ZONING: R1-10

CONNECTION TO STUB OUT FROM PALMAIRE AVE

CONNECTION TO MAIN IN PALMAIRE AVE

NEW TAP TO MAIN IN GLENDALE AVE.

NEW CONNECTION TO 15" MAIN IN GLENDALE AVE.

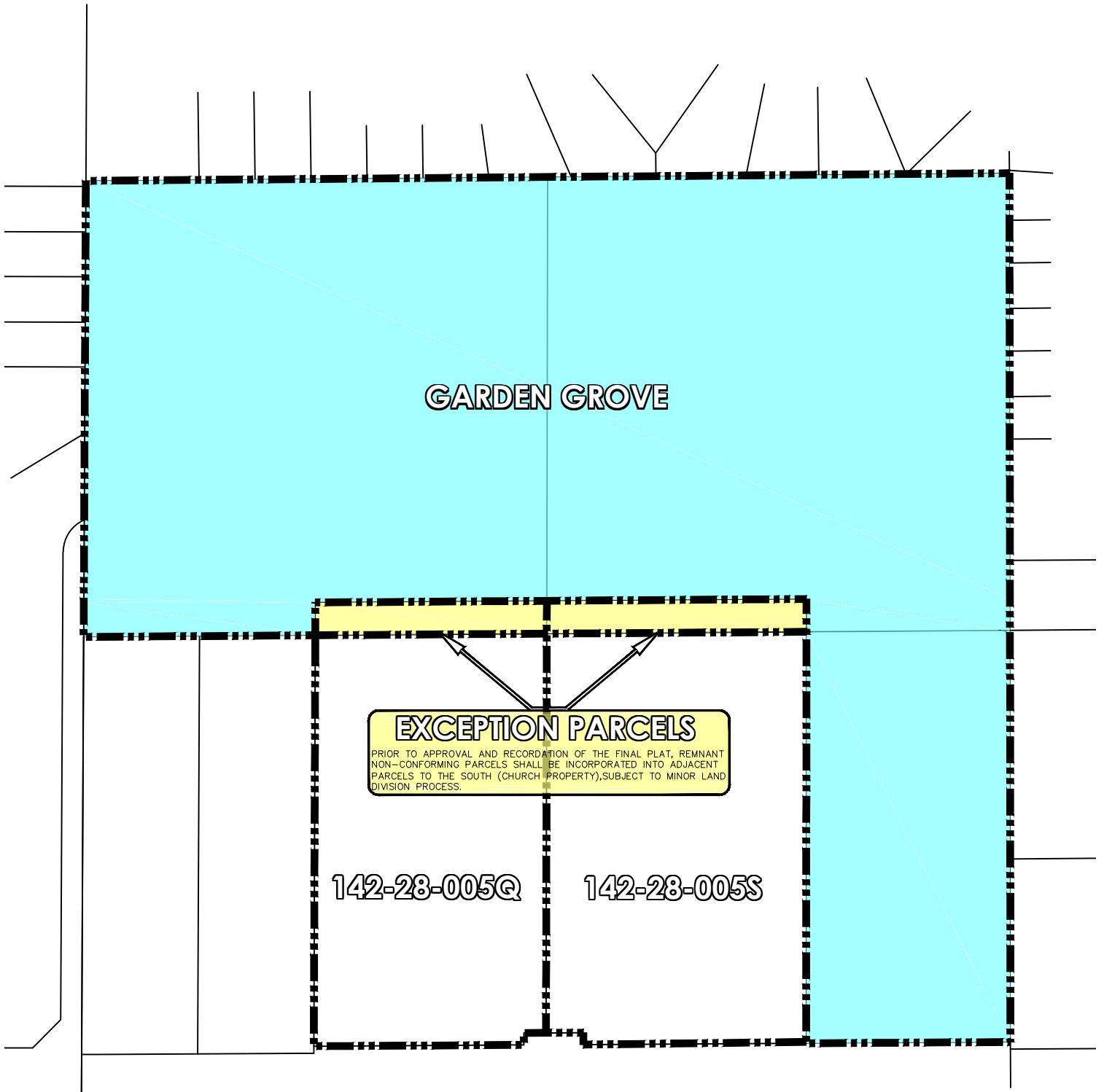


REVISIONS	
Description	
Date	
By	
DESIGNED	JDR
CHECKED	MJ
APPROVED	MJ
<b>GLENDALE AVENUE &amp; 86TH AVENUE</b> GLENDALE, ARIZONA	
<b>PRELIMINARY UTILITY EXHIBIT</b>	
JOB NO.	0615022.00
SCALE	1" = 50'
DATE	JUNE 2016
SHEETS	SHEET
	S1

Attachment H  
*Drainage & Topography Exhibit*



Attachment I  
*Exception Parcel Exhibit*



**EXCEPTION PARCELS**  
 PRIOR TO APPROVAL AND RECORDATION OF THE FINAL PLAT, REMNANT NON-CONFORMING PARCELS SHALL BE INCORPORATED INTO ADJACENT PARCELS TO THE SOUTH (CHURCH PROPERTY), SUBJECT TO MINOR LAND DIVISION PROCESS.

142-28-005Q

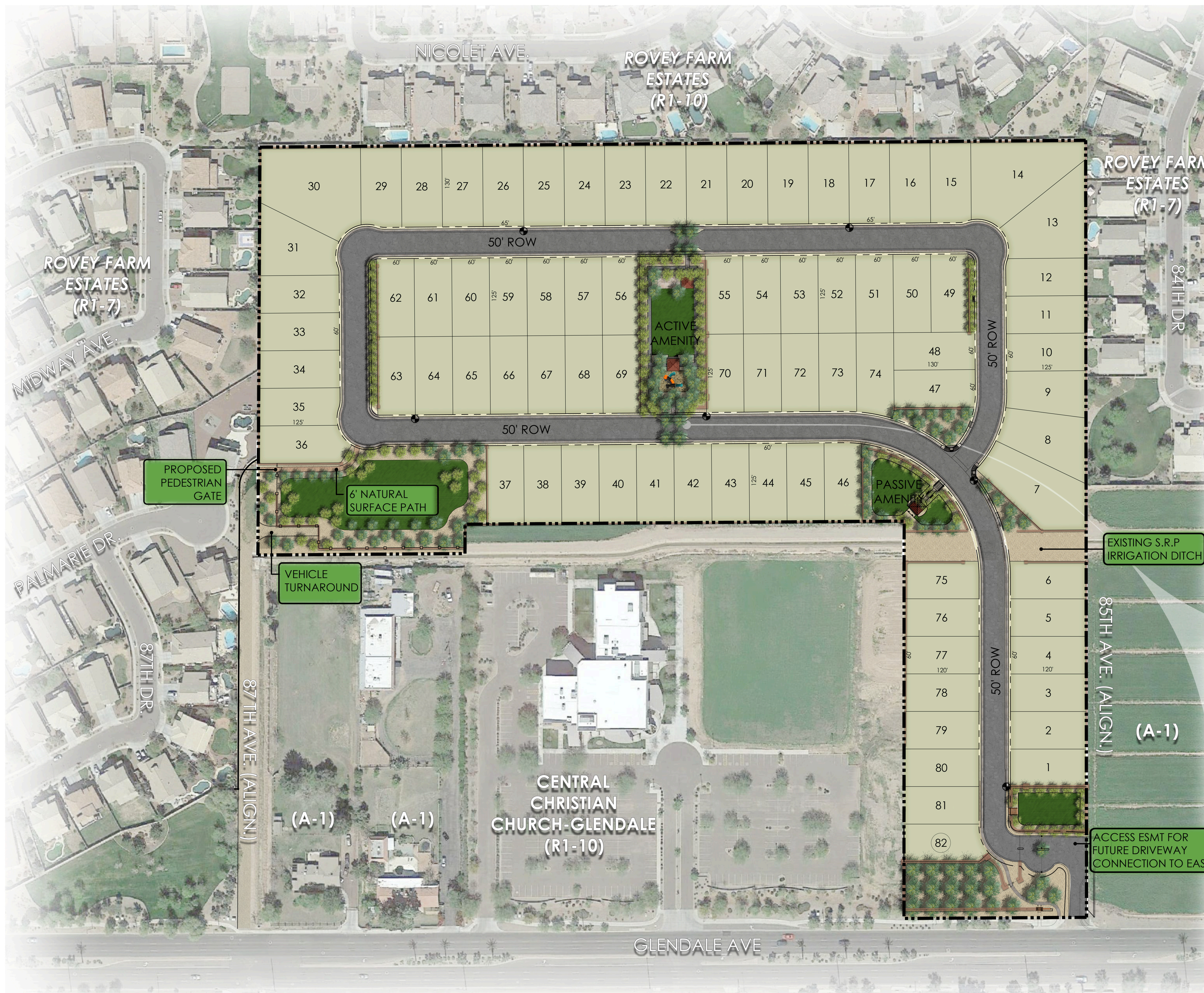
142-28-005S

\*PARCEL BOUNDARIES DEPICTED ON THIS EXHIBIT ARE FOR ILLUSTRATIVE PURPOSES ONLY AND MAY BE SUBJECT TO CHANGE.

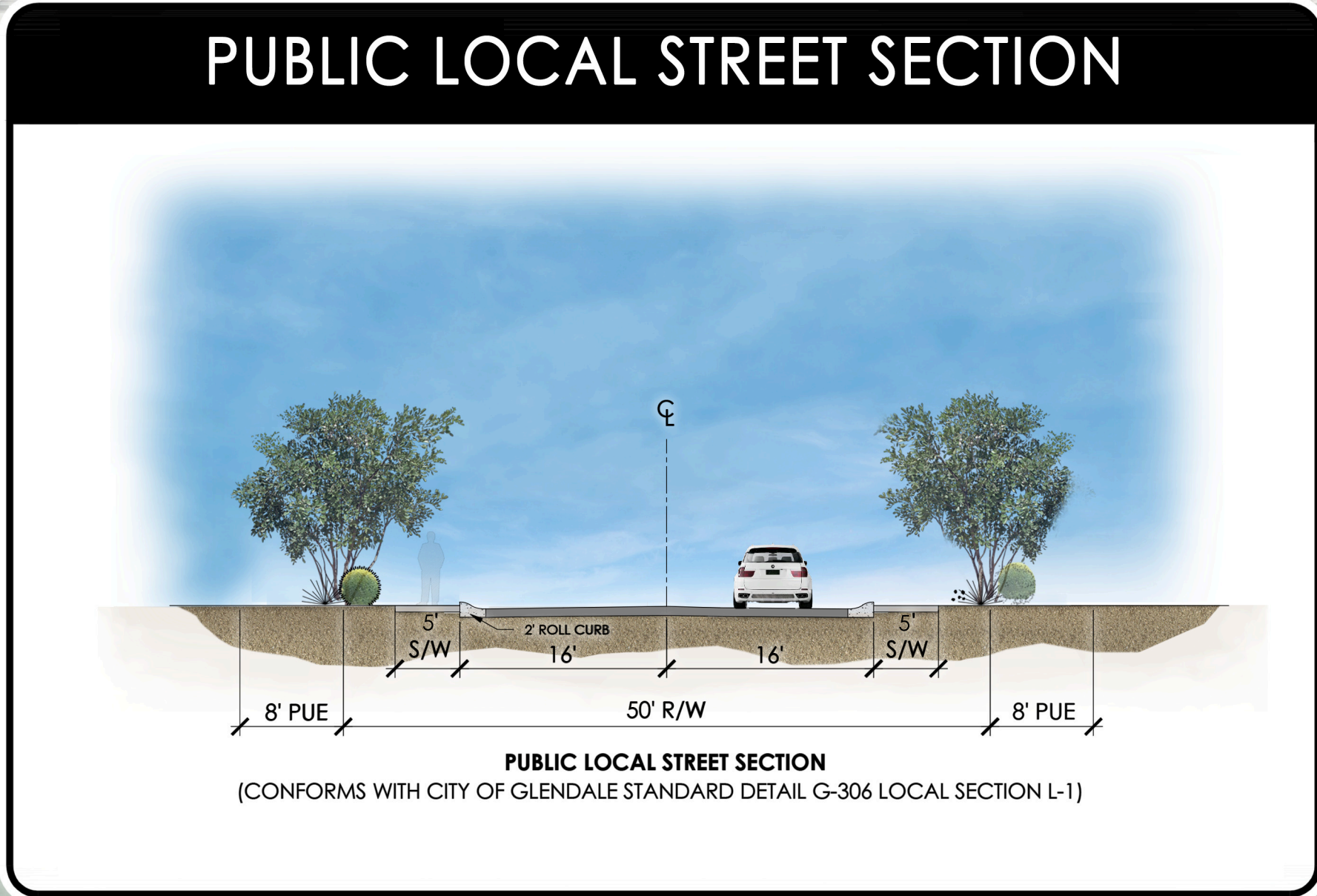
PRELIMINARY-NOT FOR CONSTRUCTION - SUBJECT TO ENGINEERING AND CITY REVIEW AND APPROVAL - © COPYRIGHT LVA URBAN DESIGN STUDIO, L.L.C.  
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 S:\1535-Glendale & 87th Avenue\CAD\LVA\SITE ANALYSIS\LVA-1535-EXCEPTION PARCELS EX.dwg Jul 28, 2016

Attachment J  
*Conceptual Development Plan*





SITE DATA	
EXISTING ZONING:	R1-10
PROPOSED ZONING:	R1-7 PRD
SITE AREA:	23.4 ACRES
PROPOSED # OF LOTS:	82
NET DENSITY:	3.5 DU/AC
TYPICAL LOT SIZE:	60' X 120'



Attachment K  
*Conceptual Landscape & Detail Exhibit Plan*



A ACTIVE AMENITY



B PASSIVE AMENITY AREA



C COMPACTED DECOMPOSED GRANITE PATH



D PEDESTRIAN BENCH



E SHADE RAMADA



F SHADE STRUCTURE



G PLAY STRUCTURE



H PERGOLA



I SPECIALTY PEDESTRIAN PAVING



J TRAFFIC CALMING-LOCAL STREET CHOKER



K BARBECUE



L COMMUNITY MAILBOX

CONCEPTUAL PLANT LIST:

- TREES
  - ANACACHO ORCHID\*
  - CACALOTE\*
  - DESERT WILLOW\*
  - FANTEX ASH\*
  - CHINESE PISTACHE\*
  - ARIZONA MESQUITE\*
  - LIVE OAK\*
  - TEXAS MOUNTAIN LAUREL\*
  - CHINESE ELM\*
- SHRUBS
  - BOUGAINVILLEA\*
  - BUTTERFLY BUSH\*
  - FAIRY DUSTER\*
  - VALENTINE BUSH\*
  - CHUPAROSA\*
  - PINK GUARA\*
  - SAGE\*
  - PINK MUHLY\*
  - JOJOBA\*
  - COMMON RUELLIA\*
  - YELLOW BELLS\*
  - CAPE HONEYSUCKLE\*
- CACTI / ACCENTS
  - CENTURY PLANT\*
  - CORAL ALOE\*
  - MEXICAN GRASS TREE\*
  - SOFT LEAF YUCCA\*
  - VINES
  - LADY BANKS ROSE\*
  - JASMINE\*
  - GROUNDCOVERS
  - LANTANA\*
  - DWARF RUELLIA\*
  - YELLOW DOT\*
  - VERBENA\*

\*INDICATES SPECIES IS APPROVED BY ARIZONA DEPARTMENT OF WATER RESOURCES

CONCEPTUAL AMENITY LEGEND

- A ACTIVE AMENITY AREA
- B PASSIVE AMENITY AREA
- C COMPACTED DECOMPOSED GRANITE PATH
- D PEDESTRIAN BENCH
- E SHADE RAMADA
- F SHADE STRUCTURE
- G PLAY STRUCTURE
- H PERGOLA
- I SPECIALTY PEDESTRIAN PAVING
- J TRAFFIC CALMING-LOCAL STREET CHOKER
- K BARBECUE
- L COMMUNITY MAILBOX

SITE SUMMARY TABLE	
GROSS AREA RESIDENTIAL	1,019,657 S.F. - 23.41 AC.
NET AREA	1,004,878 S.F. - 23.07 AC
OPEN AREA	149,050 S.F. - 3.422 AC
NUMBER OF LOTS	82
GROSS DENSITY RESIDENTIAL	3.50 DU/AC
MINIMUM LOT AREA	7,000 SQ. FT.
AVERAGE LOT SIZE	60'x125'
EXISTING ZONING	R1-10
EXISTING LAND USE	SINGLE RESIDENCE
PROPOSED LAND USE	R1-7 PLANNED RESIDENTIAL



A ACTIVE AMENITY



B PASSIVE AMENITY AREA



C COMPACTED DECOMPOSED GRANITE PATH



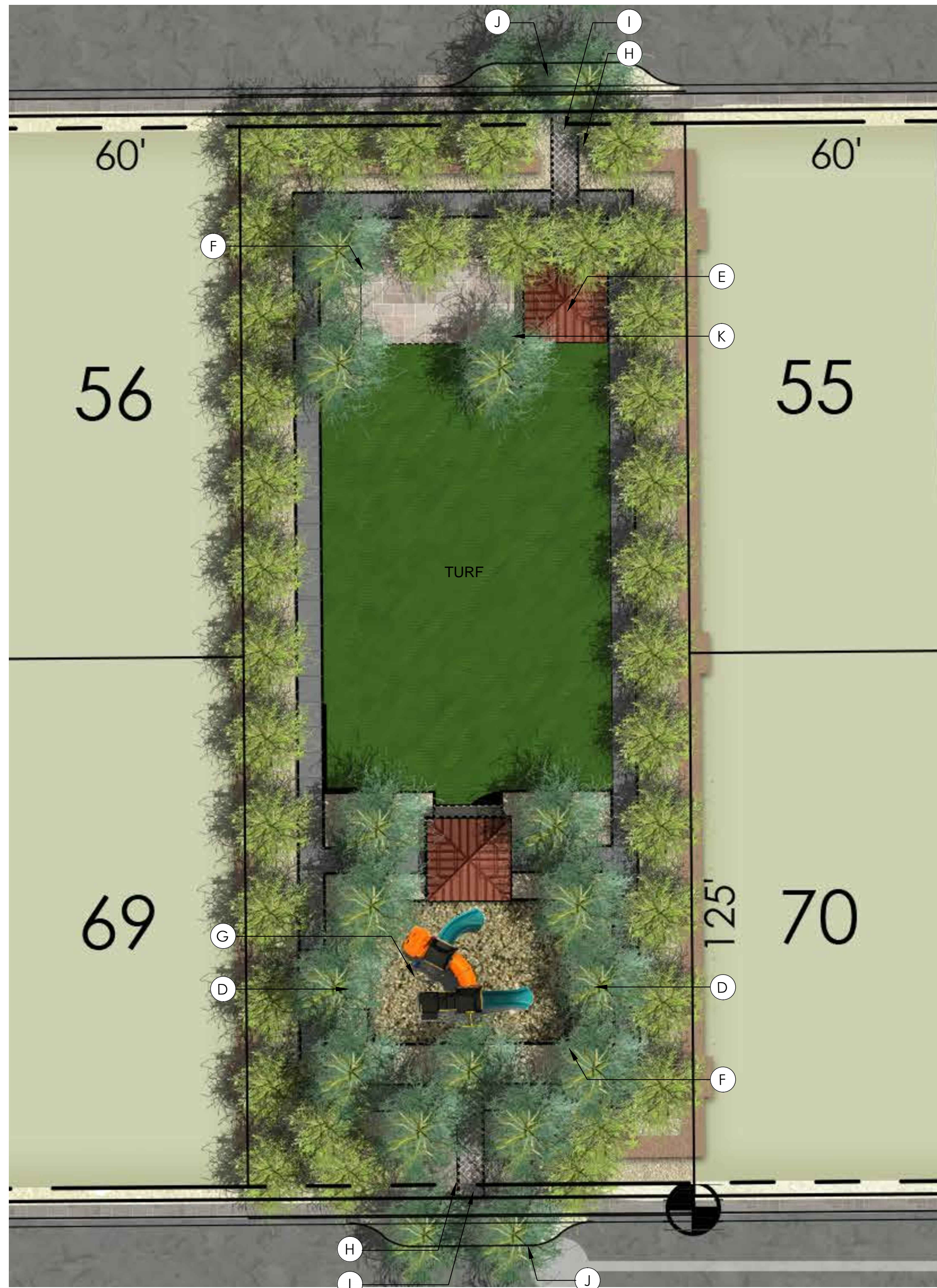
D PEDESTRIAN BENCH



E SHADE RAMADA



F SHADE STRUCTURE



A ACTIVE AMENITY AREA  
SCALE: 3/8" = 1'-0"



B PASSIVE AMENITY AREA  
SCALE: 3/8" = 1'-0"

CONCEPTUAL AMENITY LEGEND

- (A) ACTIVE AMENITY AREA
- (B) PASSIVE AMENITY AREA
- (C) COMPACTED DECOMPOSED GRANITE PATH
- (D) PEDESTRIAN BENCH
- (E) SHADE RAMADA
- (F) SHADE STRUCTURE
- (G) PLAY STRUCTURE
- (H) PERGOLA
- (I) SPECIALTY PEDESTRIAN PAVING
- (J) TRAFFIC CALMING-LOCAL STREET CHOKER
- (K) BARBECUE
- (L) COMMUNITY MAILBOX



G PLAY STRUCTURE



H PERGOLA



I SPECIALTY PEDESTRIAN PAVING



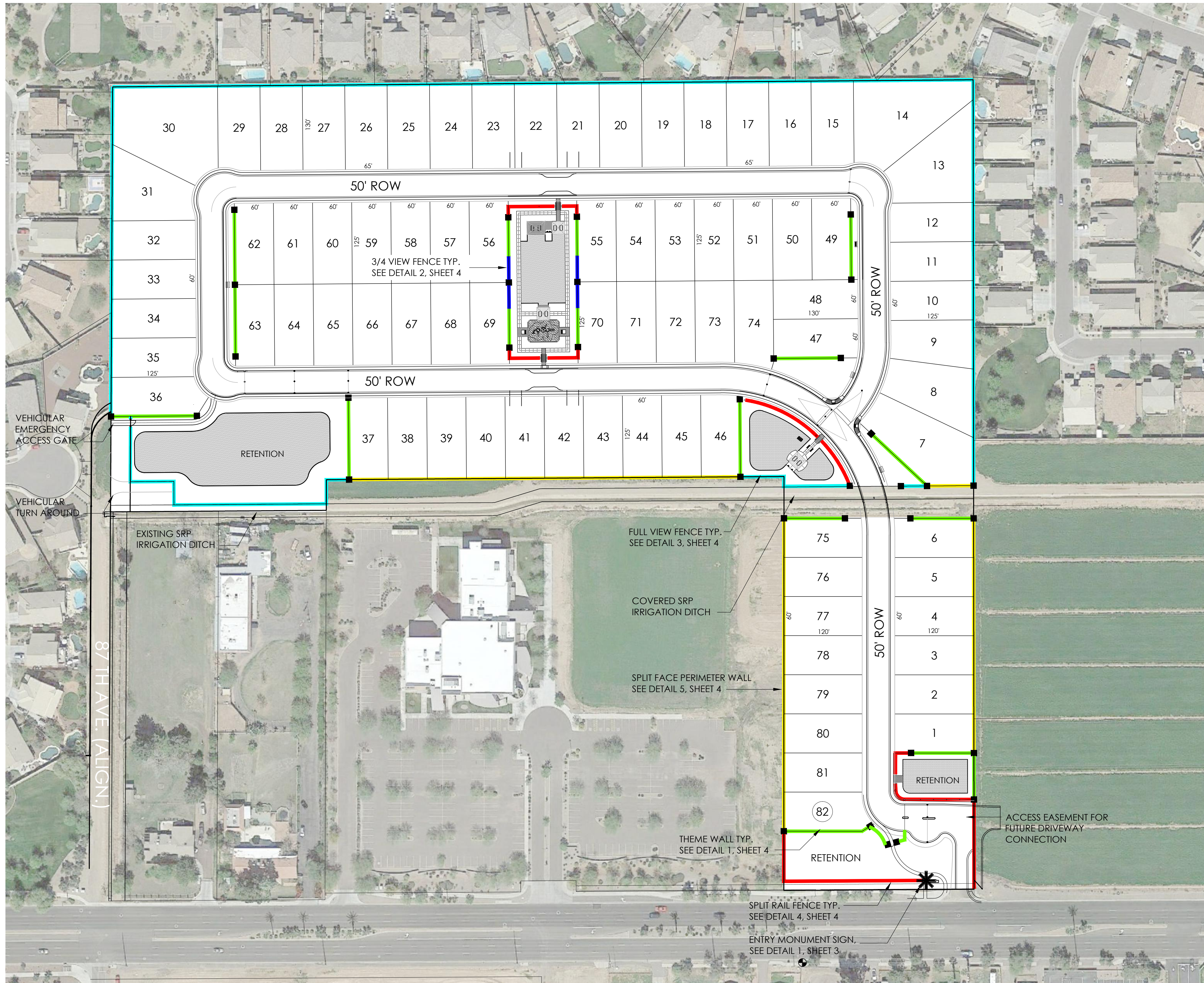
J TRAFFIC CALMING-LOCAL STREET CHOKER



K BARBECUE



L COMMUNITY MAILBOX



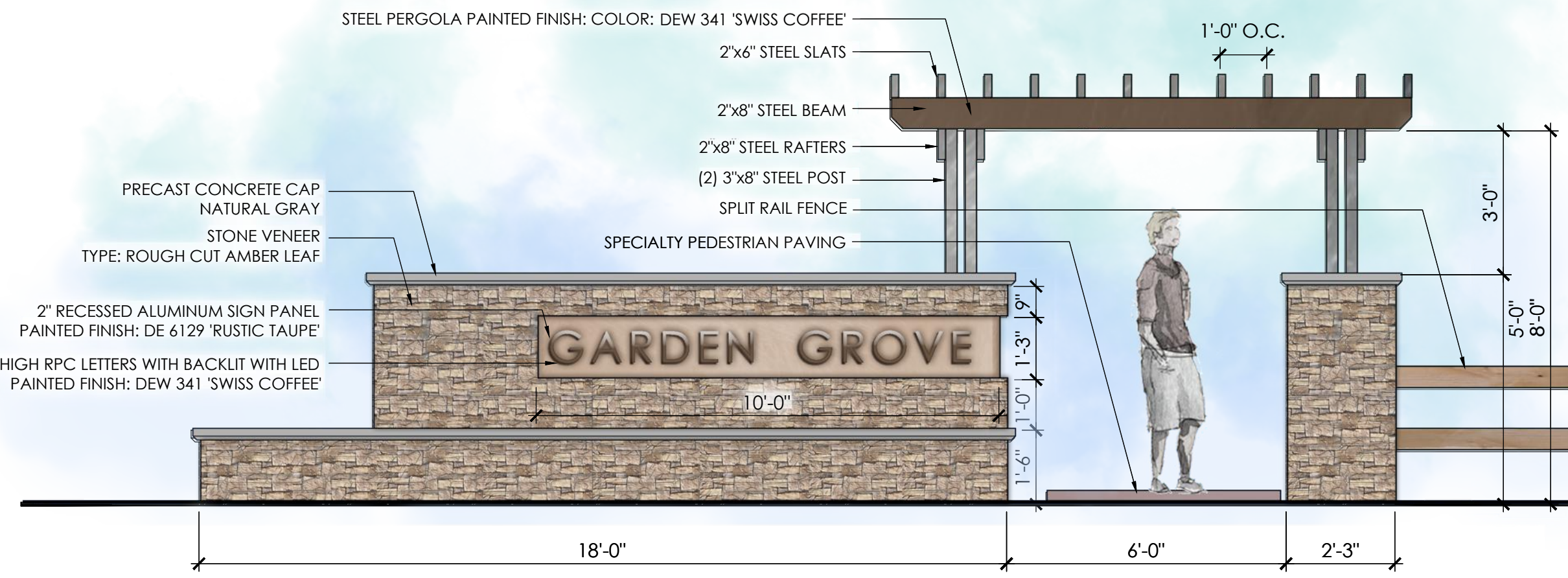
**WALL LEGEND**

- THEME WALL  
REFER TO DETAIL 1, SHEET 4
- 3/4 VIEW FENCE  
REFER TO DETAIL 2, SHEET 4
- FULL VIEW FENCE  
REFER TO DETAIL 3, SHEET 4
- SPLIT RAIL FENCE  
REFER TO DETAIL 4, SHEET 4
- SPLIT FACE PERIMETER WALL  
REFER TO DETAIL 5, SHEET 4
- EXISTING WALL
- ✱ PRIMARY ENTRY MONUMENT LOCATION  
REFER TO DETAIL 1, SHEET 3
- THEME COLUMNS  
REFER TO DETAIL 1, SHEET 4

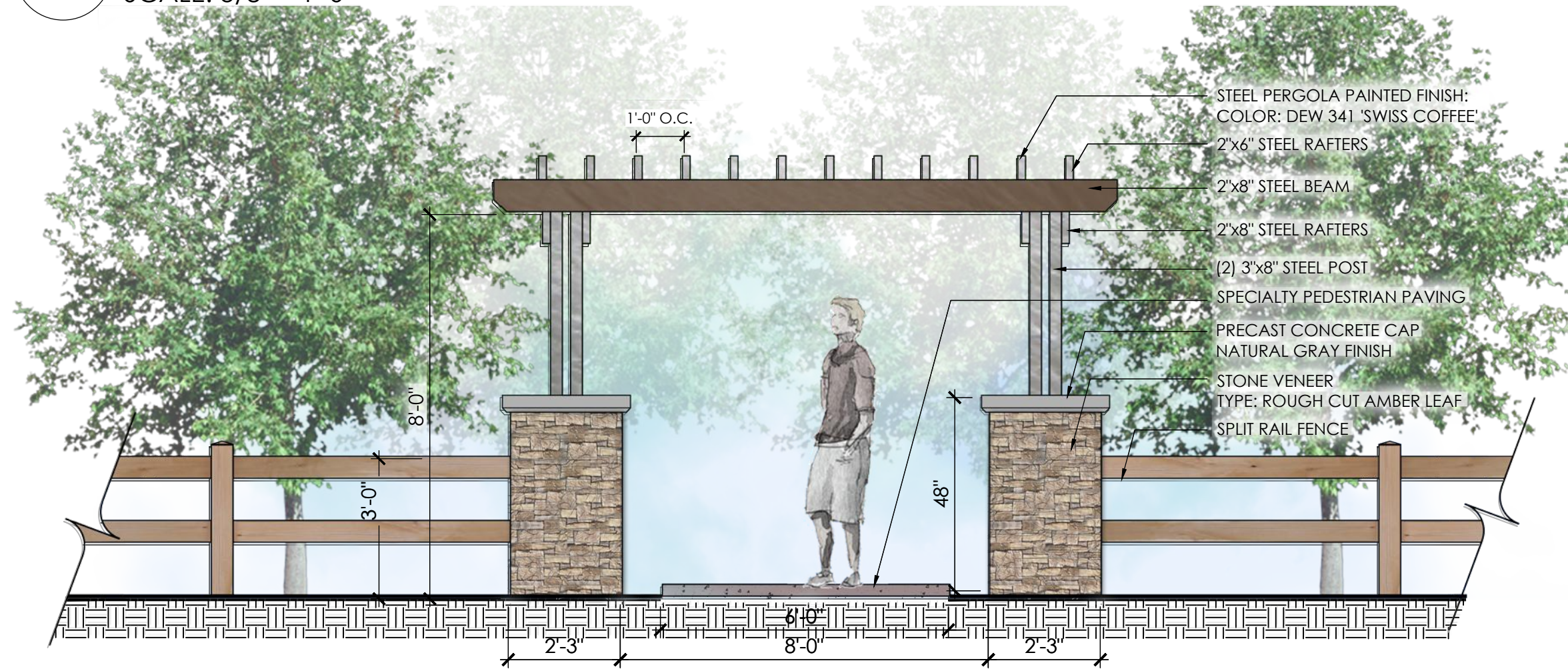


**ENTRY ENLARGEMENT**

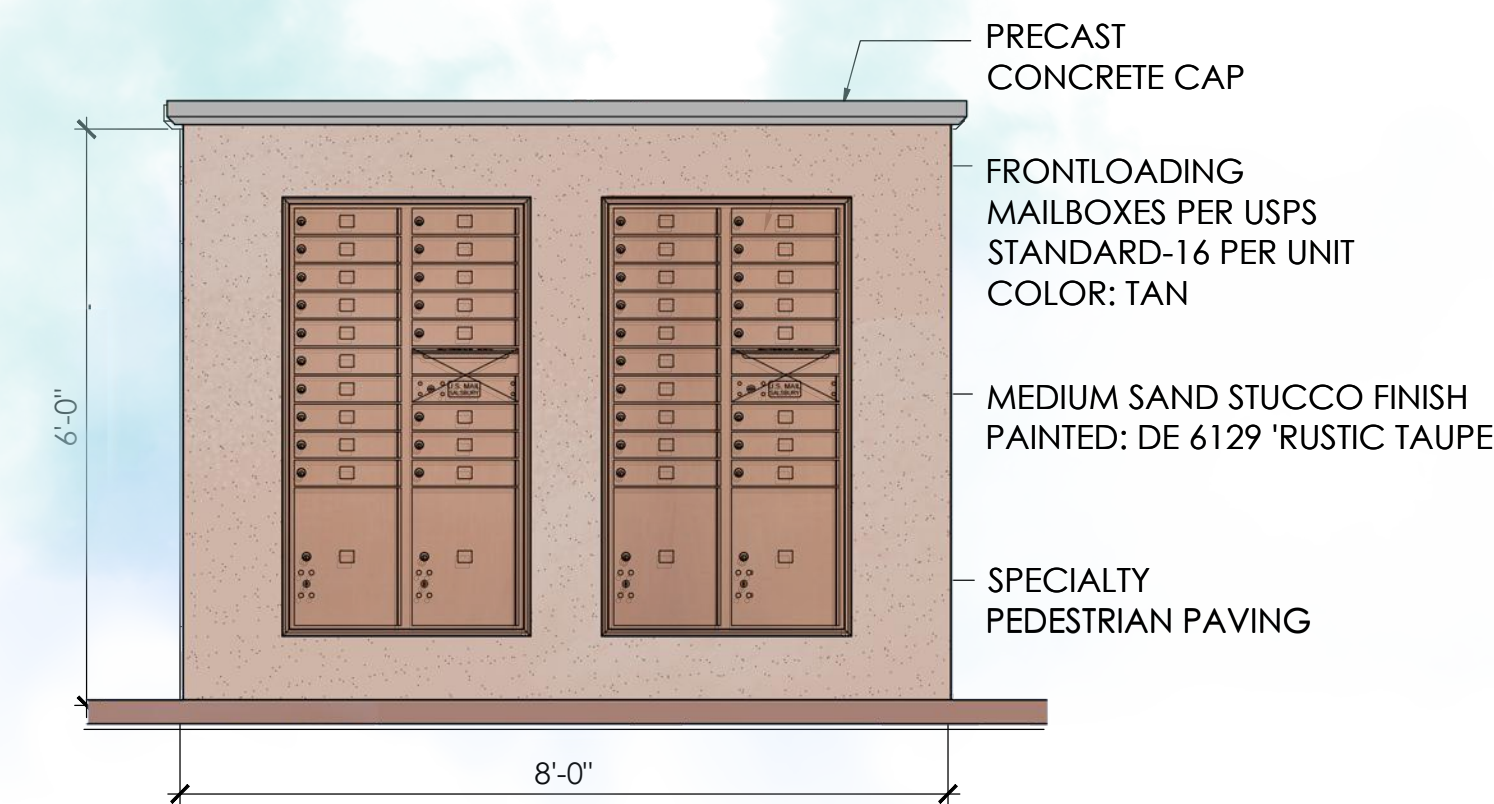
SCALE: 1" = 20'



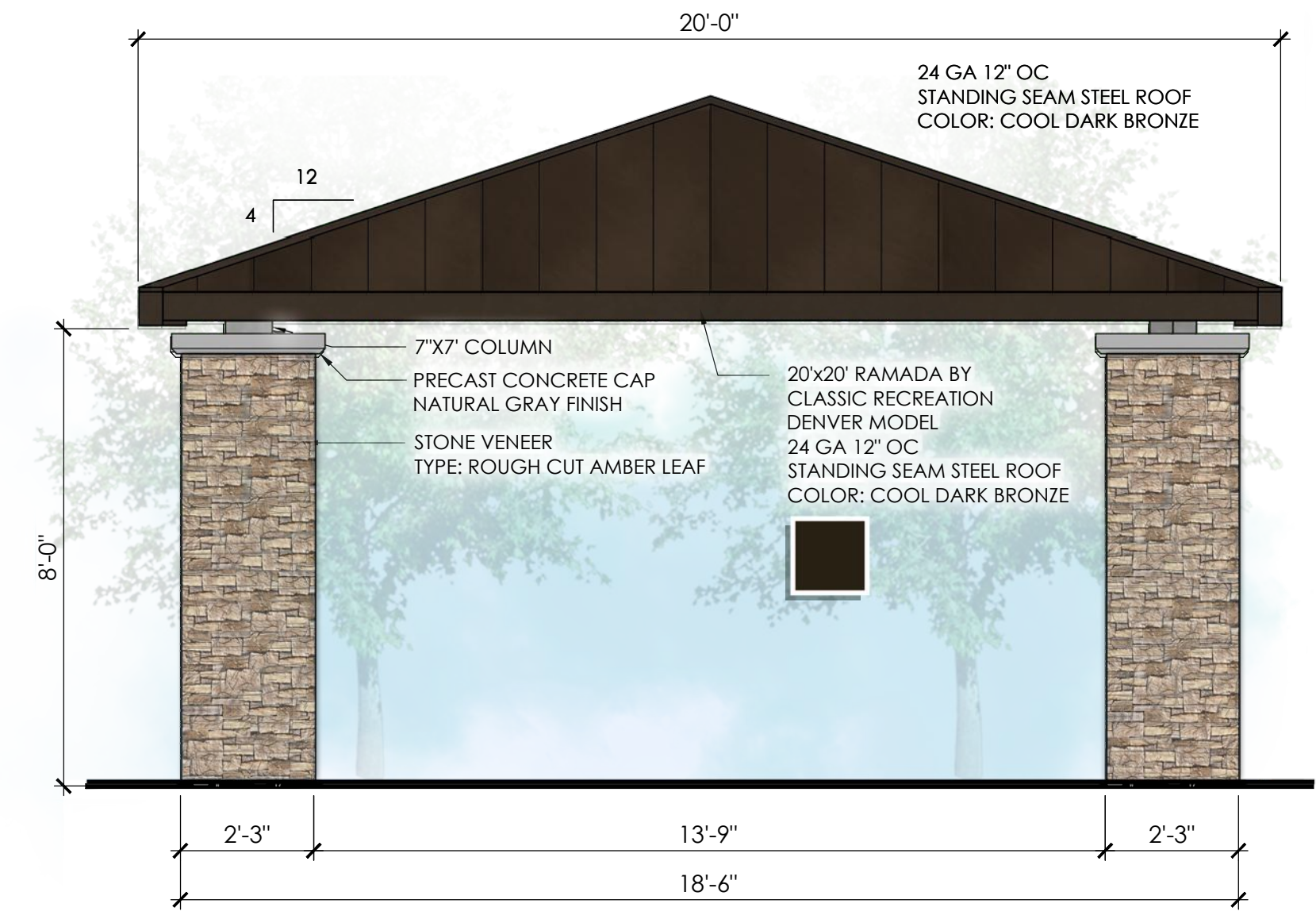
**1 ENTRY MONUMENT**  
SCALE: 3/8" = 1'-0"



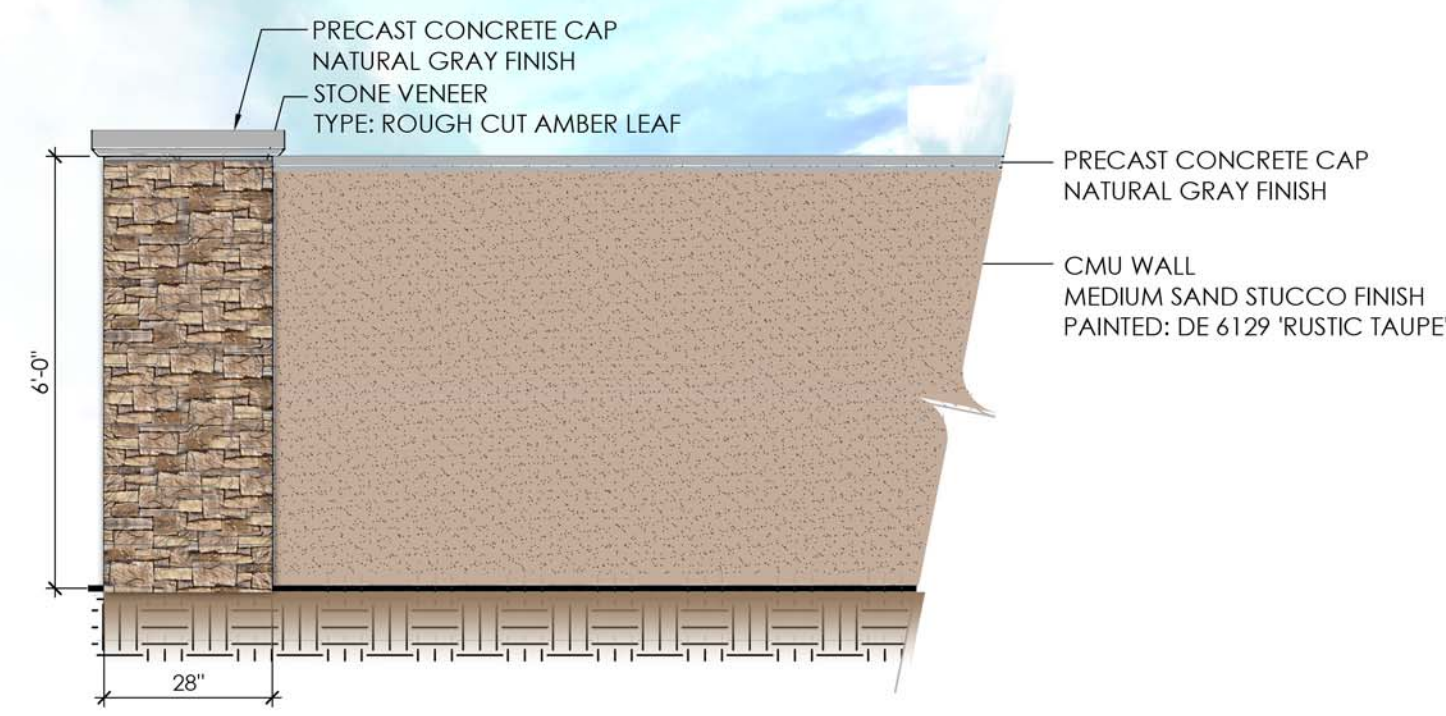
**2 PERGOLA**  
SCALE: 3/8" = 1'-0"



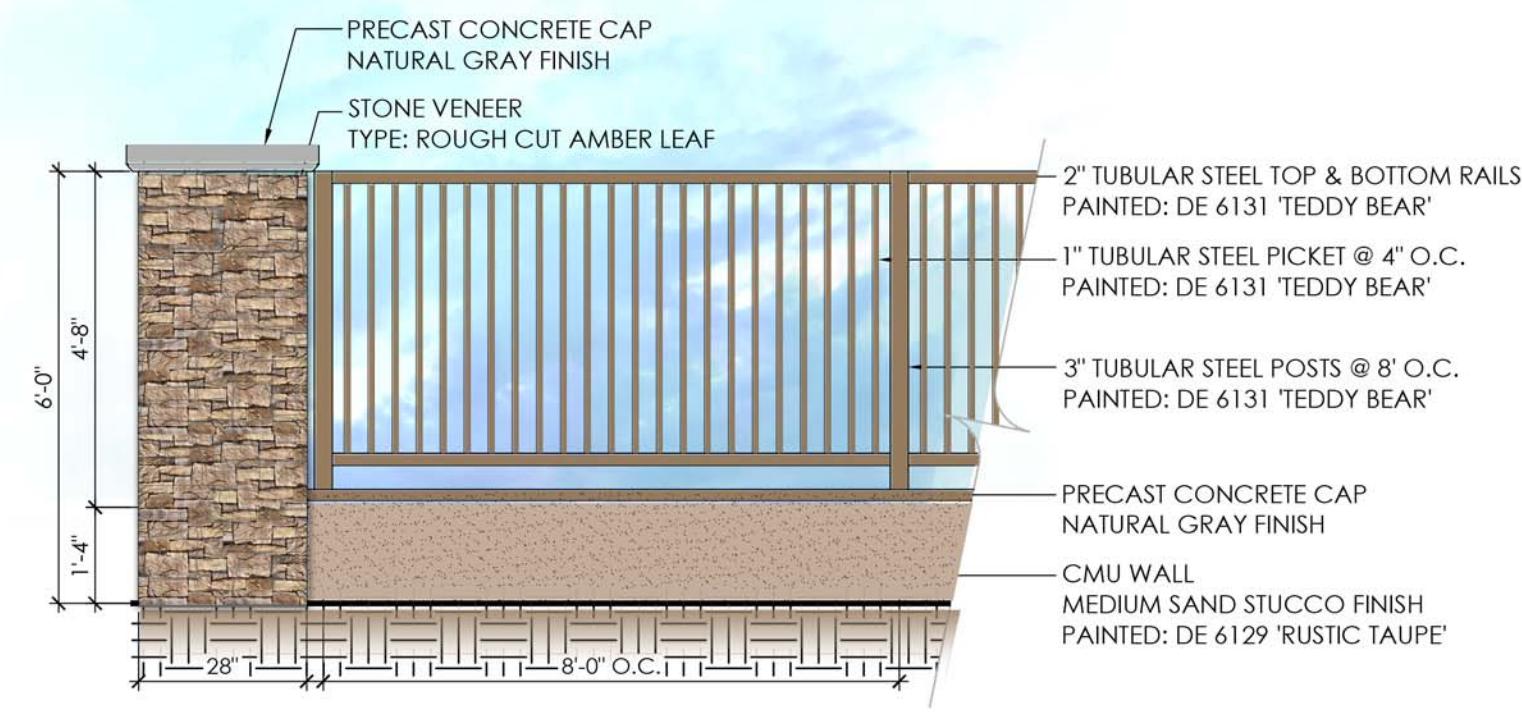
**3 MAILBOX**  
SCALE: 1/2" = 1'-0"



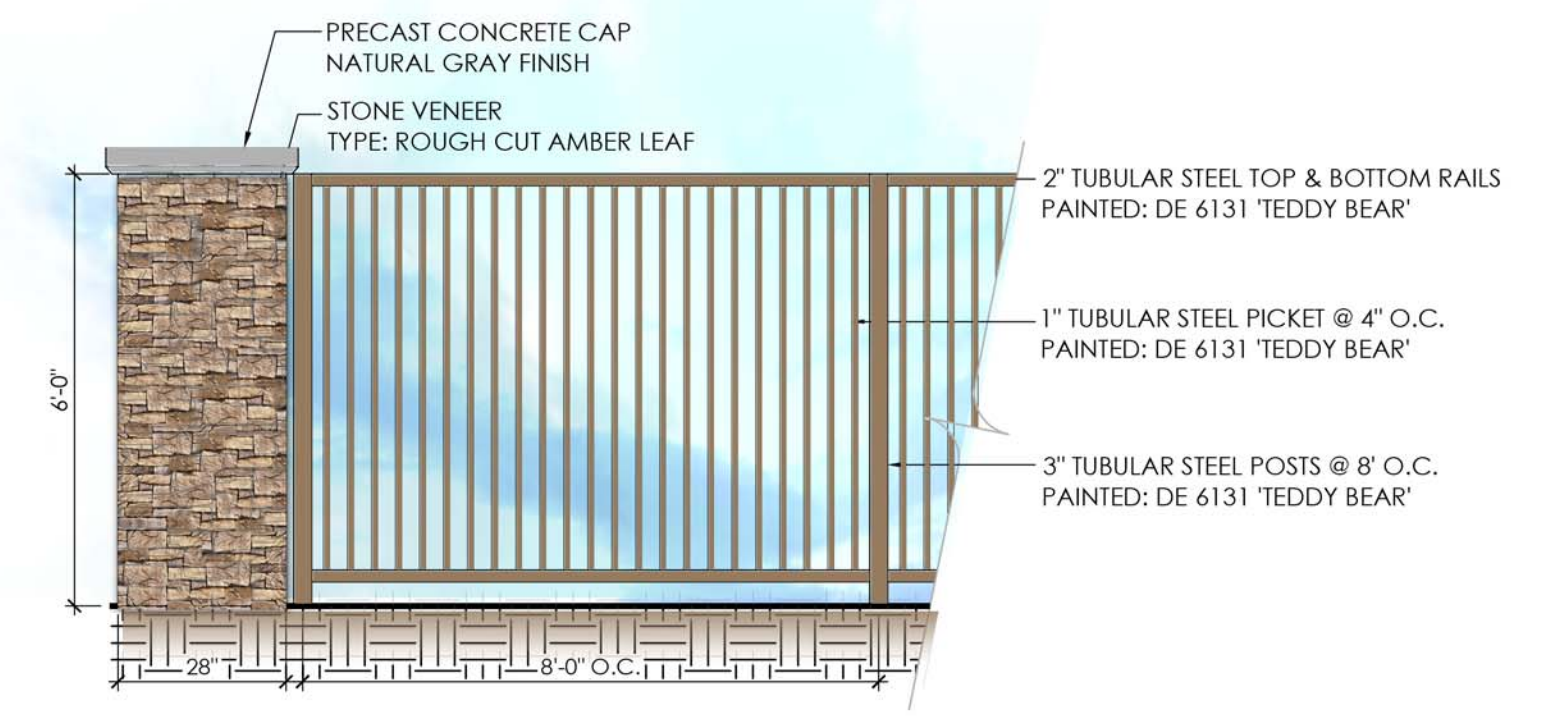
**4 RAMADA**  
SCALE: 3/8" = 1'-0"



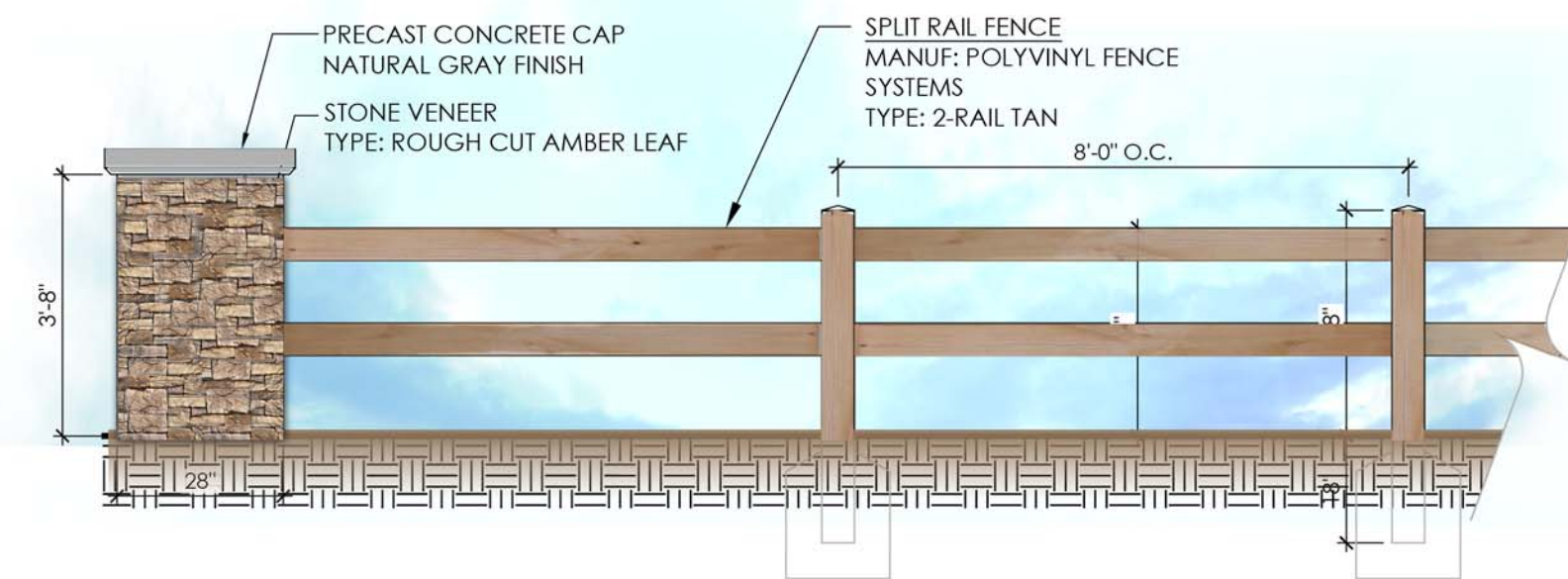
**1** **THEME WALL**  
SCALE: 3/8" = 1'-0"



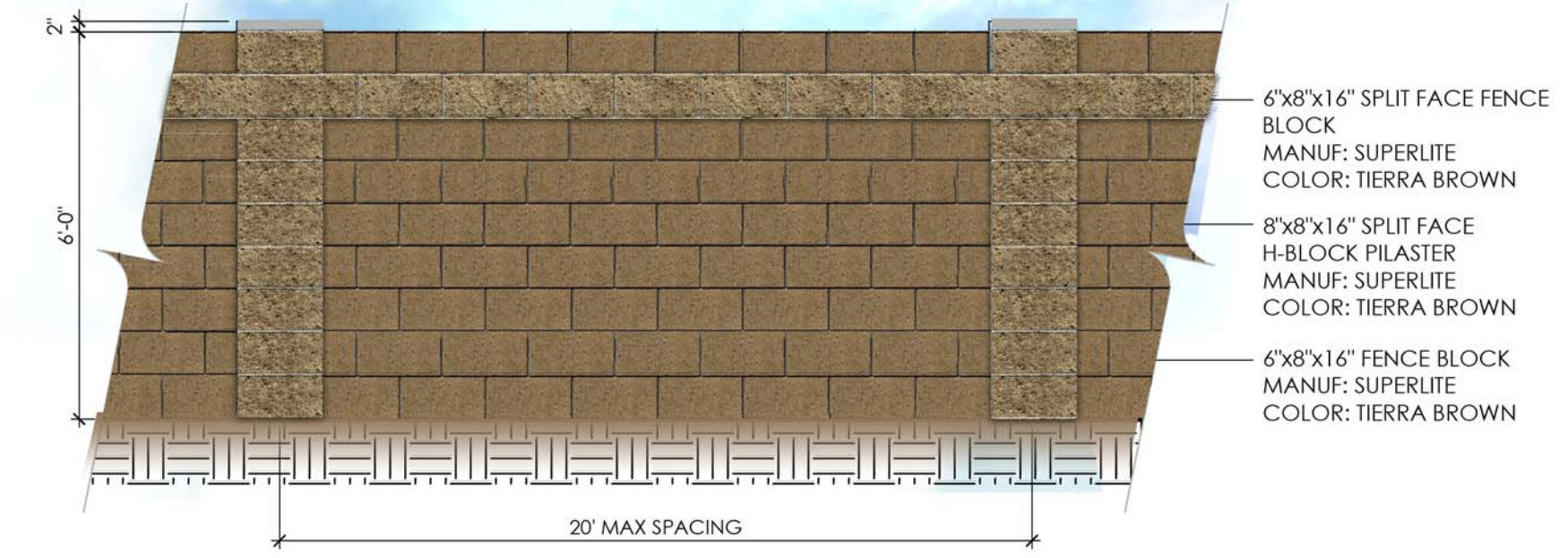
**2** **3/4 VIEW FENCE**  
SCALE: 3/8" = 1'-0"



**3** **FULL VIEW FENCE**  
SCALE: 3/8" = 1'-0"



**4** **SPLIT RAIL FENCE**  
SCALE: 3/8" = 1'-0"



**5** **SPLIT FACE PERIMETER WALL**  
SCALE: 3/8" = 1'-0"



**STONE VENEER**  
MANUF: EL DORADO STONE  
TYPE: ROUGH CUT AUTUMN LEAF



**SPLIT FACE BLOCK**  
MANUF: SUPERLITE  
COLOR: TIERRA BROWN



**SMOOTH FACE BLOCK**  
MANUF: SUPERLITE  
COLOR: TIERRA BROWN



**SPLIT RAIL FENCE**  
MANUF: POLYVINYL FENCE SYSTEMS  
TYPE: 2-RAIL TAN



**SPECIALTY PEDESTRIAN PAVING**  
MANUF: PAVESTONE  
TYPE: CITYSTONE III PARKWAY  
COLOR: SIERRA BLEND



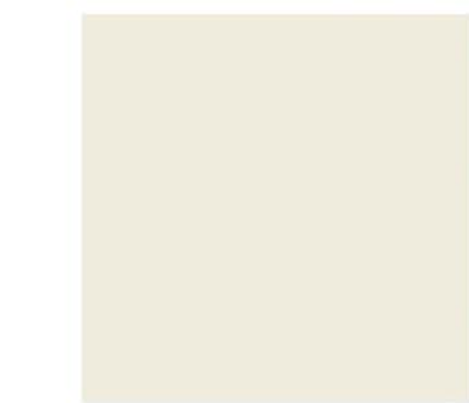
**PAINTED FINISH**  
MANUF: DUNN EDWARDS  
TYPE: DEW 341 'SWISS COFFEE'



**PAINTED FINISH**  
MANUF: DUNN EDWARDS  
TYPE: DE 6131 'TEDDY BEAR'



**PAINTED FINISH**  
MANUF: DUNN EDWARDS  
TYPE: DE 6129 'RUSTIC TAUPE'



**PAINTED FINISH**  
MANUF: DUNN EDWARDS  
TYPE: DEW 341 'SWISS COFFEE'

**6** **MATERIAL FINISHES**  
SCALE: 3/8" = 1'-0"



MANUFACTURER: LANDSCAPE STRUCTURES  
APPROXIMATE SIZES: 30'x28' FOR SHADED SEATING AREA  
45'x30' FOR SHADED PLAY EQUIPMENT

**7** **SHADE STRUCTURE**  
SCALE: N.T.S.



MANUFACTURER: LANDSCAPE STRUCTURES  
CAN ACCOMMODATE 40 CHILDREN AT A TIME

**8** **PLAY STRUCTURE**  
SCALE: N.T.S.

# **GARDEN GROVE**

(85<sup>TH</sup> AVE. & GLENDALE AVE.)

## **CITIZEN PARTICIPATION FINAL REPORT**

PARCEL NUMBERS: 142- 28-005L, 142-28-005T, 142-28-005S

SR 15-0099, ZON15-14 & PP15-04

PREPARED BY:

ALEX STEDMAN

LVA URBAN DESIGN STUDIO

**AUGUST 2016**



## I. OVERVIEW

This application requests a rezoning from R1-10 to R1-7 with a PRD overlay on approximately 23.4 acres of vacant land north of Glendale Avenue and west of 87<sup>th</sup> Avenue alignment. The request is necessary in order to facilitate a proposal for a single family residential community of 82 homes.

The Citizen Participation Plan included detailed elements of notification, meeting summary, and participant feedback. Attached are the names of those who were contacted by mail through the required notification boundary and/or the interested parties list provided by the city. Two meetings were held; September 24, 2015 and February 22, 2016, with a total of five participants. Sign in sheets, exhibits, and correspondence from the meetings have been attached.

The applicant has also been in constant communication with Mr. Larry Rovey and Mr. Sanato, two adjacent property owners, throughout this process.

## II. TECHNIQUES

### a. Dates & Locations

- i. On Thursday, September 24, 2015 from 5:30-7:00pm the first public meeting was held at Cotton Boll Elementary School's Library. The second meeting was held at Sunset Vista Elementary School's Library on Monday, February 22, 2016 from 6:00-7:00pm. A separate meeting was had with Rovey Home Owners Association on October 20, 2015. A total of seven people have participated in feedback through the neighborhood meetings, phone/email, and written response.

### b. Mailing Details

- i. Inside each neighborhood mailing was a letter notifying residents of the request, a proposed site plan, contact information, and an invitation to the meeting. A total of 174 people, including interested parties were included in both mailings. These mailings were sent out on February 2, 2016. Newsletters and site postings will be scheduled for fifteen days prior to Public Hearing.
- ii. A school notification letter was sent out November 5, 2015 to Peoria School District's Superintendent. This letter was sent to inform the school district of the application and to offer to meet for further discuss. No response has been received as on May 11, 2016.

### c. Outreach Boundary

- i. A 500 foot buffer was done to identify the affected property owners. In addition to these homeowners; Peoria School District, Yucca Council District, and the identified persons list given by the City of Glendale we included in the mail outs.

- d. Participant Information
  - i. A total of five people participated in both public meetings and one resident was involved through a written letter.

### **III. SUMMARY**

- a. Concerns
  - i. No significant concerns were relayed from any of the participation efforts. Curiosity in community product, timeline, and treatment of the SRP easement to the south lead public communication.
- b. Address of Participant Issues
  - i. The applicant has addressed the public's comments and has enhanced the original application to include more information and detail on the proposed amenities and altered lot sizes to seamlessly integrate Garden Grove into the surrounding community. Efforts to connect pedestrians to amenities and schools has been proposed as well.
- c. Unaddressed Issues
  - i. The applicant believes all points of interest from public outreach have been addressed and accommodated in the most recent site plan.
- d. Proposal Revisions in Response
  - i. The application has been revised in response to suggestions by staff and adjacent property owners to increase lot depth along the northern edge of the proposing pedestrian connections, offering a split entry off of Glendale Ave., and accommodating an irrigation tract that runs from north to south.

### **IV. ATTACHMENTS/APPENDIX**

- a. Outlined Map of Notification Area (500 feet radius)
- b. Notification/Mailing List
- c. Notification Letter/Invitations
- d. Mailing Affidavits
- e. Public Meeting Sign-In Sheets
- f. Written Responses

OUTLINED MAP OF NOTIFICATION AREA  
(500 FEET RADIUS)



## NOTIFICATION/MAILING LIST

## NOTIFICATION LETTERS/INVITATIONS

September 15, 2015

RE: Neighborhood Meeting Announcement

Dear Neighbor/Property Owner:

We are Landscape Architects and Land Planners seeking approval for an 82-lot community near your home/property. The site is currently used for agricultural purposes and is located on the Northwest corner of 85<sup>th</sup> Avenue (alignment) and Glendale Ave.

We are inviting you to an upcoming neighborhood meeting to provide information about our designs and the application process.

Within the coming weeks, we will be submitting an application to the City of Glendale requesting to amend the zoning on the property from the existing R1-10 (Single Residence) to R1-7 PRD (Planned Residential Development – Single Residence). The proposed zoning change is in conformance with the City's General Plan that identifies the land use on the property as "Medium Density Residential: 2.5 to 3.5 du/ac." 1535 This designation restricts the density on the property to no more than 3.5 dwelling units per acre. Our proposal intends to maintain conformance with that requirement by providing 82 single family homes on the 23.4 acre property.

The requested zoning change will allow for deeper lots along the north perimeter, enhanced community open space, a private gated entry, and a single point of vehicular access from Glendale Avenue. The new development will seek to compliment adjacent communities through enhanced perimeter landscape treatments, and an elevated build quality for homes within the community.

In an ongoing effort to provide information and address questions from neighbors and property owners, we will be hosting a neighborhood meeting to present our plans and to gather feedback.

**Date: Thursday, September 24, 2015**

**Time: 5:30pm – 7:00pm**

**Location: Cotton Boll Elementary Library (8540 W. Butler Dr. Peoria, AZ 85345)**

Thank you for your time and interest! If you are unable to attend the neighborhood meeting and wish to provide input, please fill out the attached form and mail/email/fax us at your earliest convenience. Your comments will be made part of the public record for inclusion in the case file.

Sincerely,

Alex Stedman

Sr. Planner

**LVA Urban Design Studio**

Email: [astedman@lvadesign.com](mailto:astedman@lvadesign.com)

**87<sup>TH</sup> AVE. AND GLENDALE AVE.**

LANDOWNER & NEIGHBOR RESPONSE FORM

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

LAND OWNER: (No Home)     Yes     No

HOME OWNER:                     Yes     No

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Thank you!

Please mail or email to: Alex Stedman, LVA; [astedman@lvadesign.com](mailto:astedman@lvadesign.com)





SITE DATA	
EXISTING ZONING:	R1-10
PROPOSED ZONING:	R1-6
SITE AREA:	25.0 ACRES
PROPOSED # OF LOTS:	82
NET DENSITY:	3.5 DU/AC
TYPICAL LOT SIZE:	60' X 120'

# 87TH AVE. AND GLENDALE AVE.

CONCEPTUAL SITE PLAN

February 2, 2016

Re: Neighborhood Meeting Announcement

Dear Neighbor/Property Owner:

We are Landscape Architects and Land Planners seeking approval for an 82-lot community near your home/property. The site is currently used for agricultural purposes and is located on the Northwest corner of 85<sup>th</sup> Avenue (alignment) and Glendale Ave.

We are inviting you to attend our second neighborhood meeting to provide the community with information about our proposal. The plan being presented at this second meeting is consistent with the plan presented during our first neighborhood meeting last September. Since our first meeting, our team has submitted a re-zoning application to the City of Glendale requesting to amend the zoning on the property from the existing R1-10 (Single Residence) to R1-7 PRD (Planned Residential Development – Single Residence). The proposed zoning change is in conformance with the City's General Plan that identifies the land use on the property as "Medium Density Residential: 2.5 to 3.5 du/ac." This designation restricts the density on the property to no more than 3.5 dwelling units per acre. Our proposal intends to maintain conformance with that requirement by providing 82 single family homes on the 23.4 acre property.

The requested zoning change will allow for deeper lots along the north perimeter, enhanced community open space, the option for a gated entry, and a single point of vehicular access from Glendale Avenue. The new development will seek to compliment adjacent communities through enhanced perimeter landscape treatments, quality community open spaces, and an elevated build quality for homes within the community.

As part of our ongoing effort to provide information and address questions from neighbors and property owners, we will be hosting a neighborhood meeting to discuss our plans and to gather feedback.

**Wednesday, February 24, 2016 [proposed]**  
**6:00-7:00pm [proposed]**  
**Sunset Vista Elementary Library, 7775 W. Orangewood Ave. [proposed]**

Thank you for your time and interest! If you are unable to attend the neighborhood meeting and wish to provide input, please fill out the attached form and mail/email/fax us at your earliest convenience. Your comments will be made part of the public record for inclusion in the case file.

Sincerely,

Alex Stedman  
Planning Manager  
**LVA Urban Design Studio**  
Email: [astedman@lvadesign.com](mailto:astedman@lvadesign.com)



SITE DATA	
EXISTING ZONING:	R1-10
PROPOSED ZONING:	R1-7 PRD
SITE AREA:	23.4 ACRES
PROPOSED # OF LOTS:	82
NET DENSITY:	3.5 DU/AC
TYPICAL LOT SIZE:	60' X 125'
OPEN SPACE:	3.92AC - 16%



**GARDEN GROVE**

LANDOWNER & NEIGHBOR RESPONSE FORM

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

LAND OWNER: (No Home)     Yes     No

HOME OWNER:                     Yes     No

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Thank you!

Please mail or email to: Alex Stedman, LVA; [astedman@lvadesign.com](mailto:astedman@lvadesign.com)

November 5, 2015

Dr. Denton Santarelli  
Peoria Unified School District  
6330 W. Thunderbird Rd.  
Glendale, AZ 85306

Dear Dr. Santarelli,

This letter is being sent to you pursuant to the City of Glendale Planning and Development Department School District Notification Policy for zoning classification changes.

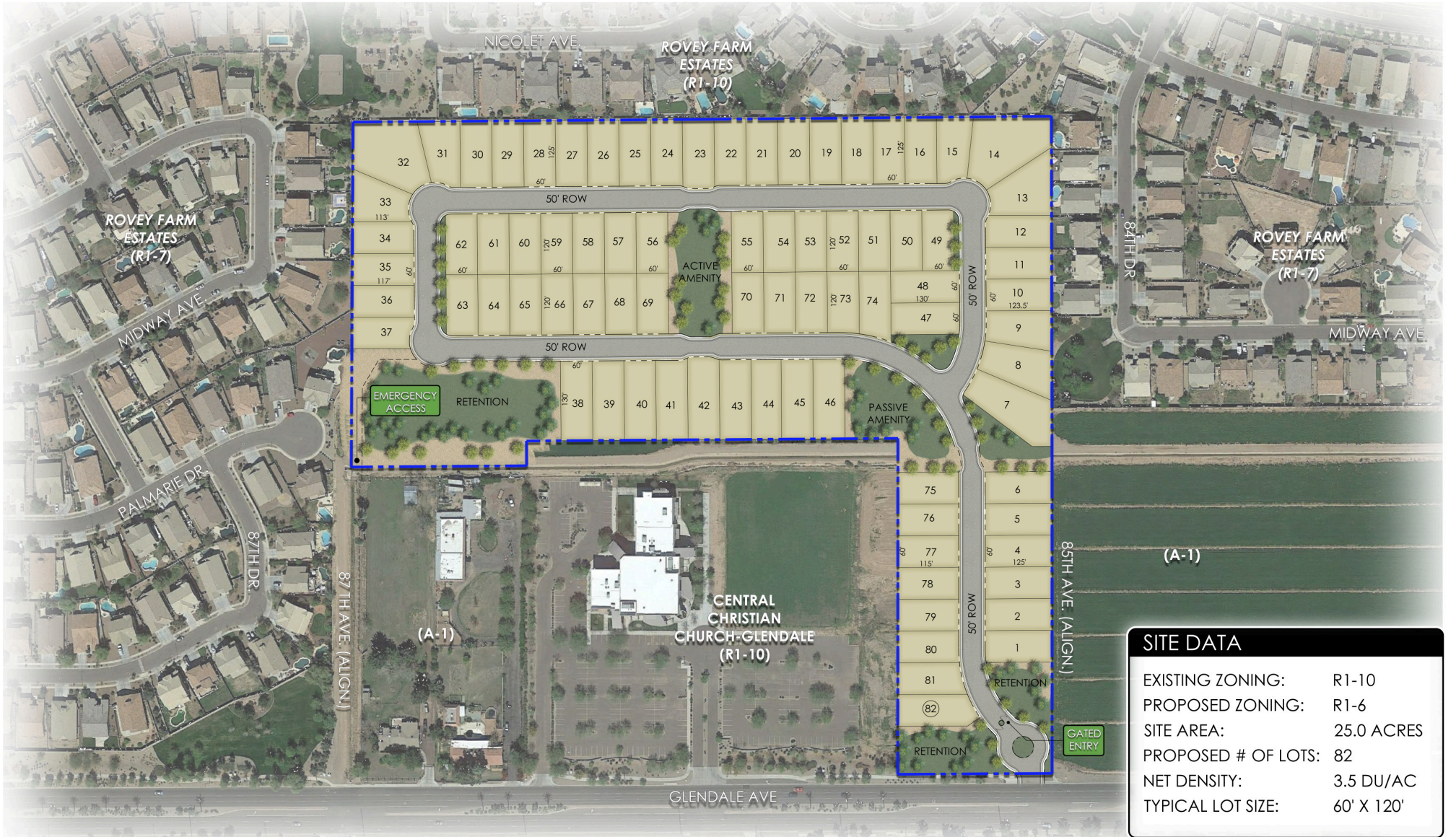
Please be advised that we are applying for a zoning change for approximately 23.4 acres located at the northeast corner of 87<sup>th</sup> Ave. and Glendale Ave. This request alters zoning district classification from R1-10 (Single Residence) to R1-7 PRD (Planned Residential Development Single Residence) resulting in a greater residential density on the subject property. The site is currently zoned to allow for 70 residential units; our application(s) will result in a total of 82 units allowed, and increase of 17%.

As required per the above Planning and Development Department policy, please find a site location map for your review. If you would like to discuss the proposal in more detail, I can be reached per the contact information below. Please review and reply with the appropriate response/certification. Once the rezoning application has been filed, the City of Glendale will also mail a copy of the application to you.

Sincerely,

Alex Stedman

LVA Urban Design Studio  
[astedman@lvadesign.com](mailto:astedman@lvadesign.com)  
(480)994-0994  
120 S. Ash Ave. Tempe, AZ 85281



SITE DATA	
EXISTING ZONING:	R1-10
PROPOSED ZONING:	R1-6
SITE AREA:	25.0 ACRES
PROPOSED # OF LOTS:	82
NET DENSITY:	3.5 DU/AC
TYPICAL LOT SIZE:	60' X 120'

# 87TH AVE. AND GLENDALE AVE.

CONCEPTUAL SITE PLAN

## MAILING AFFIDAVITS



# Planning

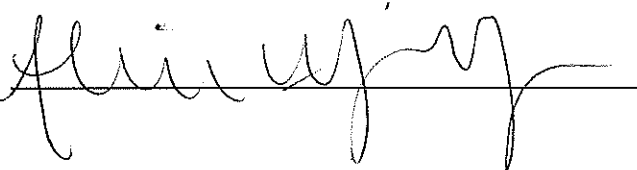
## NEIGHBORHOOD NOTIFICATION LETTER

### AFFIDAVIT OF MAILING

Case No. (if available): SR 15-0099\_\_\_\_\_

Project Name: Garden Grove\_\_\_\_\_

*I, Alisse Highley certify that I am the authorized applicant / representative to the City of Glendale for the above application, and do hereby affirm that notice as required for the case noted above has been completed in accordance with the Citizen Participation Process in the City of Glendale's Zoning Ordinance, and a copy of the letter and mailing labels has also been submitted.*

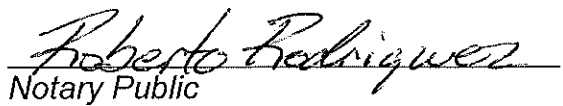
Applicant/Representative Signature: 

STATE OF ARIZONA

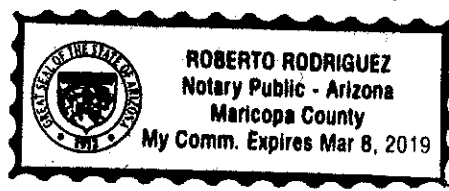
SS.

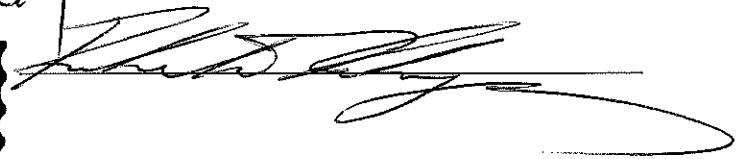
COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me this 2 day of February 2016

  
Notary Public

My Commission Expires: March 8, 2019









# Planning Department

SCHOOL  
NEIGHBORHOOD NOTIFICATION LETTER

AFFIDAVIT OF MAILING

Case No. (if available) ZON15-14 +  
PP15-04.

Project Name: Garden Grove.

I, Anna Higney \_\_\_\_\_ certify that I am the authorized applicant / representative to the City of Glendale for the above application, and do hereby affirm that notice as required for the case noted above has been completed in accordance with the Citizen Participation Process in the City of Glendale's Zoning Ordinance, and a copy of the letter and mailing labels has also been submitted.

Applicant/Representative Signature: [Signature]

STATE OF ARIZONA

SS.

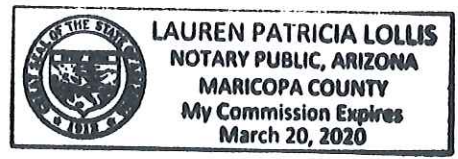
COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me this 11 day of May, 2016.

[Signature]  
Notary Public

My Commission Expires:

3/20/2020



## **GARDEN GROVE SCHOOL NOTIFICATION**

On November 5, 2015 Dr. Denton Santarelli, Superintendent of Peoria School District, was sent a notification letter offering to discuss the Garden Grove proposal in more detail. The letter also asked for Dr. Santarelli to please review and reply with the appropriate response/certification. The letter was sent to 6330 W. Thunderbird Rd., Glendale, AZ 85306. No response has been received as of today, May 11, 2016.

# PUBLIC MEETING SIGN-IN SHEETS

Project: Neighborhood Meeting – 8700 Glendale

Location: Cotton Boll Elementary

Date and Time: Thursday, September 24, 2015

### PUBLIC MEETING SIGN-IN SHEET

	Name	Address	Phone	Email
51	Sheila + Bill Jocewicz	8403 W-Myrtle Ave. Glendale 85305		bspearuti@ cox.net
52	Robert Rodriguez	8709 W. Palmaric Av Glendale 85305	623 640 1096	robrod115@ Yahoo.com
53				
54				
55				
56				
57				
58				
59				
60				

Project: Neighborhood Meeting – Garden Grove

Location: Sunset Vista Elementary School

Date and Time: Monday, February 22, 2016

### PUBLIC MEETING SIGN-IN SHEET

	Name	Address	Phone	Email
1	LARRY ROVEY	8383 W. Cotton Blossom Tr	623 842 4580	LDRovey@Aol.com
2	RICHIE KENNEDY	5136 W. ILECK RD. Casa Grande AZ 85717	520-251-1225	RKEDCF@GMAIL.COM
3				
4				
5				
6				
7				
8				
9				
10				

## WRITTEN RESPONSES

RECEIVED

OCT 02 15

LVA Urban Design

**LVA** urban design studio  
 land planning • development entitlements • landscape architecture

**87<sup>TH</sup> AVE. AND GLENDALE AVE.**

LANDOWNER & NEIGHBOR RESPONSE FORM

NAME: Stanley + Geri Lindholm  
 ADDRESS: 7209 N 87<sup>th</sup> Dr  
Glendale AZ 85305

PHONE NUMBER: 970-640-2824

EMAIL ADDRESS: gerilindholm@yahoo.com

LAND OWNER: (No Home)  Yes  No

HOME OWNER:  Yes  No

Comments: \_\_\_\_\_

The reason we bought this home, was  
there ~~was~~ an open field behind us. In  
understanding growth of PHX it's no  
surprise someone would build a  
subdivision someday - My complaint  
will come if there will be two story  
homes behind me obstructing our amazing  
views of the mountains, etc. - Respectfully,

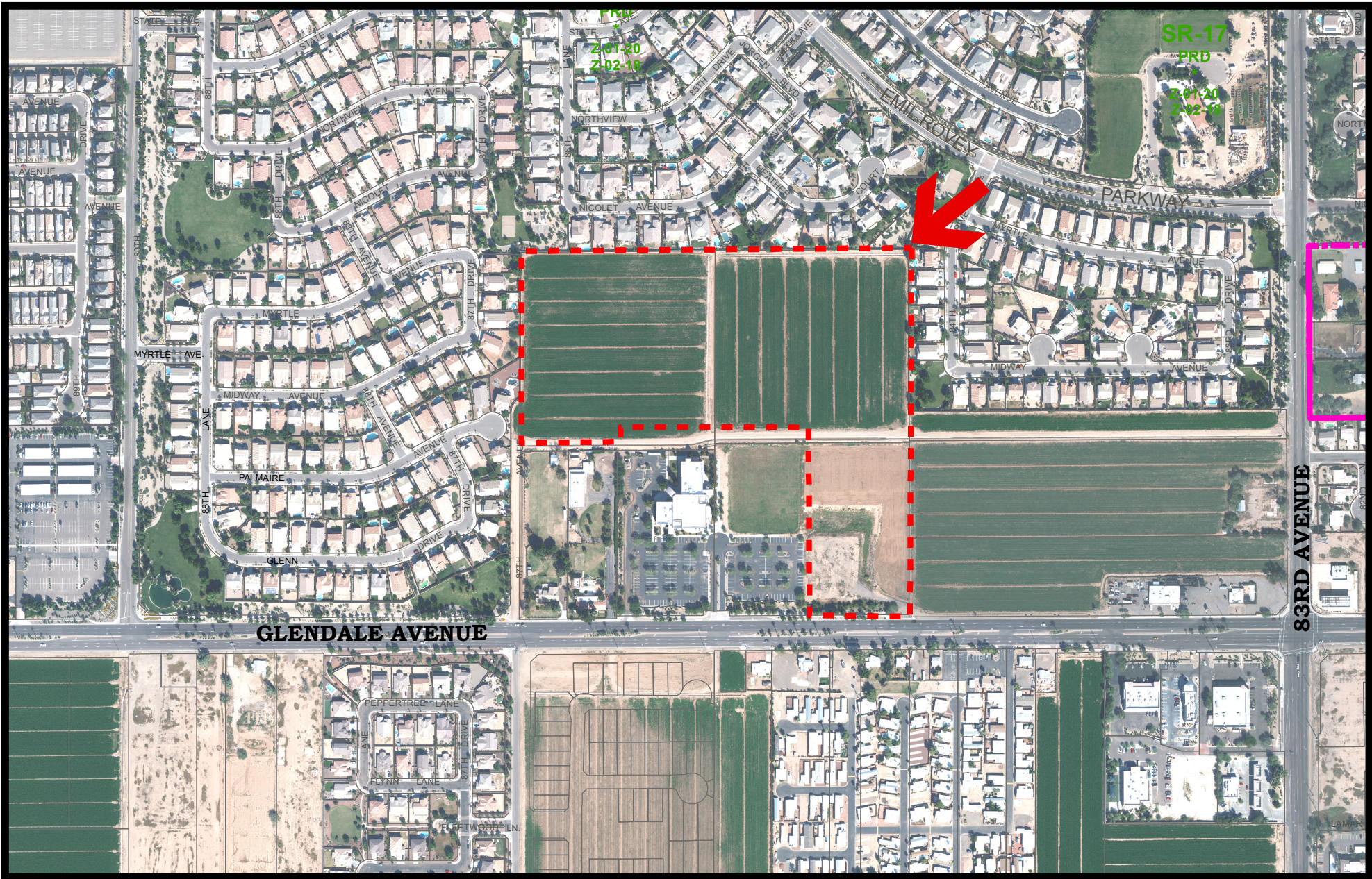
Thank you!

*Geri Lindholm*

Please mail or email to: Alex Stedman, LVA; astedman@lvadesign.com







Aerial Date: October 2014



**CASE NUMBER**

**PP15-04  
ZON15-14**





## Legislation Description

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**File #:** 16-495, **Version:** 1

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### **ORDINANCE NO. 3013 NEW SERIES**

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF A WARRANTY DEED LOCATED AT 8232 NORTH 59TH AVENUE AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.**

Staff Contact: Jack Friedline, Director, Public Works

### **Purpose and Recommended Action**

This is a request for City Council to waive reading beyond the title and adopt an ordinance accepting right-of-way at 8232 North 59th Avenue.

### **Background**

The owner of the new Landmark Senior Living project, located at 8232 North 59th Avenue, was required to construct new street improvements and dedicate to the city additional right-of-way along 59th Avenue. The owner, Landmark Senior Living, LP, agreed to dedicate right-of-way in order for the city to maintain this portion of the street.

### **Analysis**

Staff recommends accepting the additional 59th Avenue right-of-way. There will be little impact on city departments, staff or service levels as a result of this action. Minimal costs may be incurred by the city in the future to maintain and repair the additional street improvements.

ORDINANCE NO. 3013 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF A WARRANTY DEED LOCATED AT 8232 NORTH 59<sup>TH</sup> AVENUE AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

WHEREAS, the City Council took action to accept and take title to the right-of-way along 59<sup>th</sup> Avenue between Northern Avenue and Butler Drive per Ordinance No. 218 New Series, passed, adopted and approved by City Council on January 12, 1960; and

WHEREAS, the owner of the Landmark Senior Living development, located at 8232 North 59<sup>th</sup> Avenue, is constructing new street improvements in 59<sup>th</sup> Avenue; and

WHEREAS, the owner, Landmark Senior Living, LP, an Arizona limited partnership, has agreed to dedicate additional right-of-way so these new street improvements will be within the City's right-of-way and allow the City to maintain said street improvements.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. Landmark Senior Living, LP, has agreed to dedicate additional right-of-way to allow the City to maintain certain street improvements consistent with the City Code.

SECTION 2. The Council authorizes and instructs the City Manager to execute the Warranty Deed, attached hereto as Exhibit A, which grants the additional right-of-way described herein to the City.

SECTION 3. That the provisions of this ordinance shall become effective thirty (30) days after passage of this ordinance by the Glendale City Council.

SECTION 4. The City Clerk is instructed and authorized to forward a certified copy of this ordinance and its attachments for recording to the Maricopa County Recorder's Office.

[Signatures on the following page.]

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 25th day of October, 2016.

\_\_\_\_\_  
M A Y O R

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
City Manager

**EXHIBIT A**

When recorded, mail to:  
City Clerk, City of Glendale  
5850 West Glendale Avenue  
Glendale, Arizona 85301

## WARRANTY DEED

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For Ten Dollars and other valuable consideration, We, **Landmark Senior Living, LP, an Arizona limited partnership**, do hereby convey to the City of Glendale, an Arizona Municipal Corporation, 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 of Right-of-Way Dedication

It is the intention of the parties to cause the real property described on said Exhibit "A" to be dedicated as **public right of way for roadway purposes**, and to vest title in the City of Glendale in Trust, for all the uses contemplated in public street dedication.

And we do warrant the title against all persons whomsoever, subject only to those encumbrances or liens of record, or as above set forth, if any.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**Exempt Pursuant to A.R.S.  
§11-1134(A)(2), 11-1134 (A)(3)**

General Partner:

Landmark Senior Living, LLC  
an Arizona limited liability company

By: Native American Connections, Inc.  
an Arizona non-profit corporation

By: \_\_\_\_\_  
Diana Yazzie-Devine  
President & CEO

8232 North 59<sup>th</sup> Avenue

STATE OF ARIZONA    )  
County of Maricopa    ) ss.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016 by Diana Yazzie-Devine, the President and CEO of Native American Connections, Inc., an Arizona non-profit corporation, the sole member of Landmark Senior Living, LLC, an Arizona limited liability company, the general partner of Landmark Senior Living, LP, an Arizona limited partnership, who acknowledged that he executed this instrument for the purposes therein contained.

---

Notary Public

My commission expires:



P.O. Box 2170, Chandler, AZ 85244  
Daniel D. Armijo, RLS (480) 244-7630  
Brian D. Warren, LSIT (480) 243-4287

June 21, 2016  
AWLS #15-087

59<sup>th</sup> Avenue  
Right of Way

The west 20 feet of the east 65 feet of the north half of the south half of the northeast quarter of the southeast quarter of Section 31, Township 3 North, Range 2 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

Except the North 188 feet thereof.

Containing 2,803.4 Square Feet or 0.06 Acres more or less.

Subject to any and all easements and or rights of way of record affecting the above described property.





Laurie Road

NE CORNER  
S 1/2, NE 1/4, SE 1/4  
SECTION 31  
FD COG BCF

SOUTH LINE OF  
THE NORTH 188 FEET OF  
THE N 1/2, S 1/2, NE 1/4, SE 1/4  
SECTION 31

188.03'

L4

L6

65'

45'

20' RIGHT OF WAY  
DEDICATED  
HEREON

L3

L5

59TH AVENUE

140.17'

140.17'

140.17'

N 00°12'12" W

328.20'

SOUTH LINE OF  
THE N 1/2, S 1/2, NE 1/4, SE 1/4  
SECTION 31

Royal Palms Road

SE CORNER  
NE 1/4, SE 1/4  
SECTION 31  
FD COG BCHH

LINE	BEARING	DISTANCE
L1	S 88°48'48" W	45.01'
L2	S 88°48'48" W	20.00'
L3	N 00°12'12" W	140.17'
L4	N 88°49'02" E	20.00'
L5	N 00°12'12" W	140.17'
L6	S 88°49'02" W	45.01'



**AW**  
**LAND**  
**SURVEYING, LLC**

P.O. BOX 2170, CHANDLER, AZ 85244  
(480) 244-7630 (480) 243-4287

DRAWN BY: DDA CHECKED BY: DDA DATE: 06/21/16 JOB NO.: 15-087

SHEET NO. 2 OF 2



## Legislation Description

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**File #:** 16-496, **Version:** 1

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### **ORDINANCE NO. 3014 NEW SERIES**

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF A WATER LINE EASEMENT LOCATED AT 8232 NORTH 59TH AVENUE, AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THE CONVEYANCE OF EASEMENT AND THIS ORDINANCE.**

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 8232 North 59th Avenue.

### **Background**

The owner of the new Landmark Senior Living project, located at 8232 North 59th Avenue, has constructed a new public water line that will meet the domestic water demands and fire protection requirements of the City Code for this development. The owner, Landmark Senior Living, LP, is granting the city an easement to allow the city to access, maintain, operate, and repair the new water line consistent with City Code.

### **Analysis**

Staff recommends acceptance of the new water line easement. There will be little or no impact on city departments, staff or service levels as a result of this action. Minimal costs may be incurred by the city in the future for maintenance and repair of this waterline.

ORDINANCE NO. 3014 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF A WATER LINE EASEMENT LOCATED AT 8232 NORTH 59<sup>TH</sup> AVENUE, AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THE CONVEYANCE OF EASEMENT AND THIS ORDINANCE.

WHEREAS, the owner of the Landmark Senior Living development has agreed to allow a new public water line to be constructed on its property located at 8232 North 59<sup>th</sup> Avenue; and

WHEREAS, the new public water line will tie into two existing public water lines and meet the domestic water demands and fire protection requirements of City Code; and

WHEREAS, the owner of Landmark Senior Living, Landmark Senior Living, LP, is willing to grant a water line easement to the City; and

WHEREAS, the City has determined that the new water line and easement would benefit the Landmark Senior Living development and allow access for City forces to maintain, operate and repair said water line.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. The City has determined that acceptance of the new water line and easement in the location identified in Exhibit A would be a public benefit and in the public interest.

SECTION 2. The City Council hereby authorizes and instructs the City Manager to execute the Conveyance of Easement, attached as Exhibit A, which grants the water line easement described herein to the City.

SECTION 3. That the provisions of this ordinance shall become effective thirty (30) days after passage of this ordinance by the Glendale City Council.

SECTION 4. The City Clerk is instructed and authorized to forward a certified copy of the Conveyance of Easement and this ordinance for recording to the Maricopa County Recorder's Office.

[Signatures on the following page.]

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 25th day of October, 2016.

\_\_\_\_\_  
M A Y O R

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
City Manager

## EXHIBIT A

When recorded, mail to:  
City Clerk, City of Glendale  
5850 West Glendale Avenue  
Glendale, Arizona 85301

## CONVEYANCE OF EASEMENT

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For Ten Dollars and other valuable consideration, We, **Landmark Senior Living, LP, an Arizona limited partnership**, do hereby convey to the City of Glendale, an Arizona Municipal Corporation, an easement to install, repair, operate, maintain and remove a waterline 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 as the City deems appropriate.

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 \_\_\_\_\_, 2016.

General Partner:

Landmark Senior Living, LLC  
an Arizona limited liability company

By: Native American Connections, Inc.  
an Arizona non-profit corporation

By: \_\_\_\_\_  
Diana Yazzie-Devine  
President & CEO

8232 N. 59<sup>th</sup> Avenue

**Exempt Pursuant to A.R.S.§11-1134(A)(2), 11-1134(A)(3)**

STATE OF ARIZONA    )  
County of Maricopa    ) ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by Diana Yazzie-Devine, the President and CEO of Native American Connections, Inc., an Arizona non-profit corporation, the sole member of Landmark Senior Living, LLC, an Arizona limited liability company, the general partner of Landmark Senior Living, LP, an Arizona limited partnership, who acknowledged that he executed this instrument for the purposes therein contained.

---

Notary Public

My commission expires:



P.O. Box 2170, Chandler, AZ 85244  
Daniel D. Armijo, RLS (480) 244-7630  
Brian D. Warren, LSIT (480) 243-4287

March 31, 2016  
AWLS #15-087

### Waterline Easement

A portion of the northeast quarter of the southeast quarter of Section 31, Township 3 North, Range 2 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

**Commencing** at the southeast corner of the northeast quarter of the southeast quarter of said Section 31, a City of Glendale Brass Cap in Handhole, from which the northeast corner of the south half of the northeast quarter of the southeast quarter of said section, a City of Glendale brass cap flush, bears North 00°12'12" West, a distance of 656.39 feet;

**Thence** along the east line of the northeast quarter of the southeast quarter of said Section, North 00°12'12" West, a distance of 425.66 feet;

**Thence** leaving said east line, South 89°47'48" West, a distance of 65.00 feet, to the **Point of Beginning**;

**Thence** South 88°48'48" West, a distance of 209.08 feet;

**Thence** North 68°41'12" West, a distance of 13.25 feet;

**Thence** South 21°40'22" West, a distance of 24.44 feet;

**Thence** North 68°19'38" West, a distance of 20.00 feet;

**Thence** North 21°40'22" East, a distance of 24.31 feet;

**Thence** North 68°41'12" West, a distance of 22.21 feet;

**Thence** South 88°48'48" West, a distance of 36.21 feet;

**Thence** South 01°11'12" East, a distance of 28.18 feet;

**Thence** South 88°48'48" West, a distance of 6.00 feet;

**Thence** North 01°11'12" West, a distance of 28.18 feet;

**Thence** South 88°48'48" West, a distance of 313.09 feet;

**Thence** South 01°11'12" East, a distance of 18.30 feet;

**Thence** South 88°48'48" West, a distance of 6.00 feet;

**Thence** North 01°11'12" West, a distance of 18.30 feet;

**Thence** South 88°48'48" West, a distance of 47.63 feet;

**Thence** South 01°11'12" East, a distance of 27.61 feet;

**Thence** South 88°48'48" West, a distance of 20.00 feet;

**Thence** North 01°11'12" West, a distance of 27.61 feet;

**Thence** South 88°48'48" West, a distance of 83.03 feet;

**Thence** South 01°11'12" East, a distance of 33.84 feet;

**Thence** South 88°48'48" West, a distance of 6.00 feet;

**Thence** North 01°11'12" West, a distance of 33.84 feet;

**Thence** South 88°48'48" West, a distance of 19.51 feet;

**Thence** South 66°18'48" West, a distance of 68.52 feet;

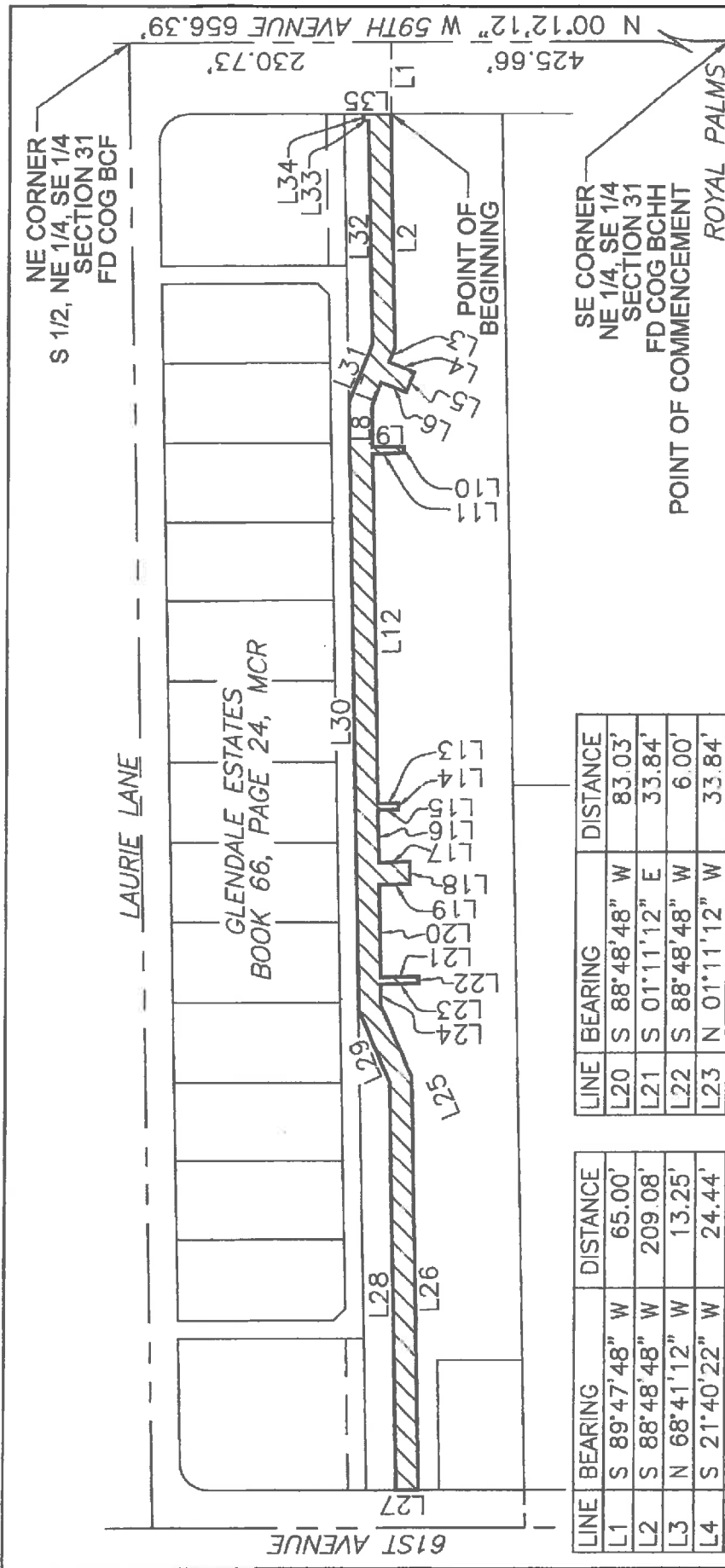


**Thence South 88°48'48" West, a distance of 370.53 feet, to the easterly right of way line of 61<sup>st</sup> Avenue;**  
**Thence along said easterly right of way line, North 00°01'49" West, a distance of 20.00 feet;**  
**Thence leaving said easterly right of way line, North 88°48'48" East, a distance of 366.15 feet;**  
**Thence North 66°18'48" East, a distance of 68.52 feet;**  
**Thence North 88°48'48" East, a distance of 545.42 feet;**  
**Thence South 68°41'12" East, a distance of 55.45 feet;**  
**Thence North 88°48'48" East, a distance of 199.53 feet;**  
**Thence North 01°11'12" West, a distance of 4.57 feet;**  
**Thence North 89°47'48" East, a distance of 5.99 feet, to the westerly right of way line of 59<sup>th</sup> Avenue;**  
**Thence along said westerly right of way line, South 00°12'12" East, a distance of 24.47 feet, to the Point of Beginning.**

Containing 26,368.9 Square Feet or 0.605 Acres more or less.

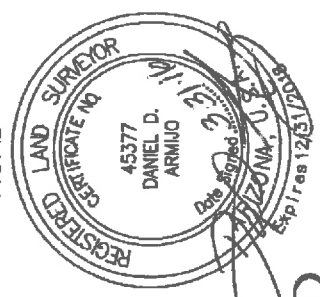
Subject to any and all easements and or rights of way of record affecting the above described property.





LINE	BEARING	DISTANCE
L1	S 89°47'48" W	65.00'
L2	S 88°48'48" W	209.08'
L3	N 68°41'12" W	13.25'
L4	S 21°40'22" W	24.44'
L5	N 68°19'38" W	20.00'
L6	N 21°40'22" E	24.31'
L7	N 68°41'12" W	22.21'
L8	S 88°48'48" W	36.21'
L9	S 01°11'12" E	28.18'
L10	S 88°48'48" W	6.00'
L11	N 01°11'12" W	28.18'
L12	S 88°48'48" W	313.09'
L13	S 01°11'12" E	18.30'
L14	S 88°48'48" W	6.00'
L15	N 01°11'12" W	18.30'
L16	S 88°48'48" W	47.63'
L17	S 01°11'12" E	27.61'
L18	S 88°48'48" W	20.00'
L19	N 01°11'12" W	27.61'

LINE	BEARING	DISTANCE
L20	S 88°48'48" W	83.03'
L21	S 01°11'12" E	33.84'
L22	S 88°48'48" W	6.00'
L23	N 01°11'12" W	33.84'
L24	S 88°48'48" W	19.51'
L25	S 66°18'48" W	68.52'
L26	S 88°48'48" W	370.53'
L27	N 00°01'49" W	20.00'
L28	N 88°48'48" E	366.15'
L29	N 66°18'48" E	68.52'
L30	N 88°48'48" E	545.42'
L31	S 68°41'12" E	55.45'
L32	N 88°48'48" E	199.53'
L33	N 01°11'12" W	4.57'
L34	N 89°47'48" E	5.99'
L35	S 00°12'12" E	24.47'



**AW LAND SURVEYING, LLC**

P.O. BOX 2170, CHANDLER, AZ 85244  
(480) 244-7630 (480) 243-4287



## Legislation Description

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**File #:** 16-517, **Version:** 1

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### **ORDINANCE NO. 3015 NEW SERIES**

#### **AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE TRANSFER OF CASH AND APPROPRIATION AUTHORIZATION BETWEEN BUDGET ITEMS IN THE ADOPTED FISCAL YEAR 2015-2016 BUDGET.**

Staff Contact: Vicki Rios, Director, Budget and Finance

#### **Purpose and Policy Recommendation**

This is a request for City Council to waive reading beyond the title and adopt an ordinance approving certain Fiscal Year 2015-2016 (FY15-16) budget amendments. The City of Glendale's FY15-16 budget appropriation across all funds remains unchanged with this action. Exhibit A contains the requested appropriation and cash transfers between departments and funds consistent with Article VI, Section 11 of the City Code and consistent with Resolution No. 5038 supporting the Cash and Budget Appropriation Transfer Policy.

#### **Background**

A budget amendment is required to transfer appropriation authority or cash between funds. The budget represents a planning document for spending that is established in advance of the fiscal year. Budget amendments are typically needed to reflect changes to the spending plan during the course of the year. Cash transfers can occur with a corresponding appropriation transfer between funds to be used to fund and establish a budget for a specific purpose in a separate fund. Cash only transfers can also occur between funds to establish funding for current or future appropriated expenditures.

As actual spending activity occurs, transfers of appropriation authority within and between departments and funds are required to reflect changes to the initial spending plan. Changes to the initial spending plan typically arise from:

- Actual expenses being higher than originally budgeted;
- Unexpected expenses associated with unforeseen circumstances;
- Planned spending patterns do not occur when work plans are modified to address changing circumstances; and
- Reconciliation of carryover estimates (usually for capital improvement projects) included in the adopted budget.

On November 10, 2015, Council adopted Resolution No. 5038 New Series supporting the Cash and Budget Appropriation Transfer Policy which requires cash and appropriation transfers between departments or between funds be approved by Council. This policy is compliant with Article VI, Section 11 of the City Charter.

Transfer of Appropriations

Part I, Article VI, Section 11 of the City Code states the following:

The city manager may at any time transfer any unencumbered appropriation balance or portion thereof between general classifications of expenditures within an office, department or agency. At the request of the city manager and within the last three months of the fiscal year, the council may by ordinance transfer any unencumbered appropriation balance or portion thereof from one office, department or agency to another.

**Analysis**

This request is to: a) transfer cash between funds, b) transfer budget appropriations, and c) transfer budget appropriation from contingency. All the transfers are within the restrictions of the City Charter and within the Cash and Budget Appropriation Transfer Policy.

Requested Budget Amendments - Exhibit A

The budget amendments reported in Exhibit A in the attached ordinance are:

a) Lines 1-3, Transfers of cash between funds

- Line 1 - A transfer of cash between the MPC Debt and the Excise Debt Service Funds is requested to fund the proper accounting for bond proceeds for the required debt service payments.
- Line 2 - A transfer of cash between the General Fund and the General Governmental Construction Projects Fund is requested to fund FY15-16 approved General Fund Capital Improvement Projects' actual expenditures plus carry-forward budget for projects which are now being accounted for in the designated General Government Construction Projects Fund.
- Line 3 - A transfer of cash between the General Fund and the Airport Special Revenue Fund is requested for expenses due to additional salary costs incurred while backfilling the Administrator position during the transition to a new Administrator.

b) Lines 4-20, Transfers of budget appropriations.

- Lines 4-14 - A budget appropriation transfer for the actual costs of the Westgate Parking lot and the property south of the University of Phoenix Stadium which was funded by the FY15-16 General Obligation Bond issuance.
- Line 15 - A budget appropriation transfer to cover the city's match on a grant for improvements at Thunderbird Park using appropriation available in Park Development Impact Fees.
- Lines 16-17 - A budget appropriation transfer for the capital purchase of security equipment at the Municipal Court.
- Line 18 - A budget appropriation transfer from unused grant appropriations for Police Department equipment purchases and Regional Wireless Consortium (RWC) services using forecasted budget savings of Public Safety Personnel Retirement System (PSPRS) contributions and other salary savings that were not realized.

- Line 19 - A budget appropriation transfer from the Glendale Public Safety Training Center (GRPSTC) Fire Services budget to the GPRSTC Facilities Management budget for additional building maintenance at the facility.
- Line 20 - A budget appropriation transfer from unused grant appropriations for salary expenses at the Airport Operations for expenses due to additional salary costs incurred while backfilling the Administrator position during the transition to a new Administrator.

c) Lines 21-26, Request for Contingency budget appropriations.

- Lines 21-25 - A Sanitation Enterprise Fund contingency transfer for additional, unforeseen Shop Charges, Landfill Charges and Temporary Labor within the Sanitations Operations budget.
- Line 26 - A budget appropriation transfer from the Risk Management Fund contingency to the Benefits Trust Fund to cover a budget shortfall. The Benefits Trust Fund has sufficient cash to cover the overage, therefore only a contingency appropriation transfer is requested.

### **Previous Related Council Action**

On May 24, 2016, Council approved the second series of FY15-16 budget transfers.

On November 10, 2015, Council approved Resolution 5038 New Series supporting the Financial Policy on Appropriation and Cash Transfers. Council also approved the first FY15-16 series of budget transfers.

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

The community benefit of the City's budget policies and amendment process demonstrates sound financial decisions are made through a transparent and public process where budgetary decisions align with the strategic direction of the City and provide the public with information on service provided and Council priorities.

### **Budget and Financial Impacts**

The City of Glendale's total FY 2015-16 budget appropriation across all funds remains unchanged. The FY 2015-16 budget amendments shown in Exhibit A of the attached ordinance are associated with the movement of appropriation authority and cash between departments and funds.

ORDINANCE NO. 3015 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE TRANSFER OF CASH AND APPROPRIATION AUTHORIZATION BETWEEN BUDGET ITEMS IN THE ADOPTED FISCAL YEAR 2015-2016 BUDGET.

WHEREAS, Glendale City Charter, Article VI, Sec. 11, authorizes the City Council, by ordinance, to transfer any unencumbered appropriation balance or a portion of such balance from one office, department or agency to another.

WHEREAS, Resolution No. 5038 New Series authorizes the City Council to approve cash transfers between funds in the last three months of the fiscal year.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the following transfers of cash and appropriation authorization in the adopted Fiscal Year 2015-2016 budget are authorized:

[See Exhibit A attached and incorporated into this resolution by reference.]

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 25th day of October, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
City Manager

	Reason for Transfer	Transfer From...				A=Approp C=Cash	Amount	Transfer To...				
		Fund	Div	Division Description	Acct			Fund	Div	Division Description	Acct	
1	Move bond proceeds to correct fund	1940	01940	MPC Debt Service Fund	701950	C	\$ 14,355	1950	01950	Excise Tax Debt Service Fund	601940	
2	Move funding for GF Capitial Improvement Projects to Capital Projects Fund	1000	01000	General Fund Cash	702070	C	\$ 2,594,938	2070	02070	General Government Capital Projects Fund	601000	
3	Additional Funding for Airport Operating Budget Overage	1000	01000	General Fund Cash	701760	C	\$ 32,370	1760	01760	Airport Operations	601000	
4	Budget Appropriation for Westgate Parking Project from other CIP Project Contingency	2360	11904	Fund 2360 Contingency	510200	A	\$ 3,701,412	1980	68124	Parking Project at Westgate	550400	
5	Budget Appropriation for Westgate Parking Project from other CIP Project Contingency	1380	12004	Fund 1380 Contingency	510200	A	\$ 1,760,020	1980	68124	Parking Project at Westgate	550400	
6	Budget Appropriation for Westgate Parking Project from other CIP Project Contingency	1440	12019	Fund 1440 Contingency	510200	A	\$ 1,355,457	1980	68124	Parking Project at Westgate	550400	
7	Budget Appropriation for Westgate Parking Project from other CIP Project Contingency	1840	32118	Fund 1840 Contingency	510200	A	\$ 22,569	1980	68124	Parking Project at Westgate	550800	
8	Budget Appropriation for Westgate Parking Project from other CIP Project Contingency	1440	12019	Fund 1440 Contingency	510200	A	\$ 282,772	2100	84407	New Development Infrastructure at Westgate	550400	
9	Budget Appropriation for Westgate Parking Project from other CIP Project Contingency	1480	12021	Fund 1480 Contingency	510200	A	\$ 382,603	2100	84407	New Development Infrastructure at Westgate	550400	
10	Budget Appropriation for Westgate Parking Project from other CIP Project Contingency	1500	12023	Fund 1500 Contingency	510200	A	\$ 1,873,985	2100	84407	New Development Infrastructure at Westgate	550400	
11	Budget Appropriation for Westgate Parking Project from other CIP Project Contingency	1600	12029	Fund 1600 Contingency	510200	A	\$ 3,142,136	2100	84407	New Development Infrastructure at Westgate	550400	
12	Budget Appropriation for Westgate Parking Project from other CIP Project Contingency	2280	12022	Fund 2280 Contingency	510200	A	\$ 5,669,617	2100	84407	New Development Infrastructure at Westgate	550400	
13	Budget Appropriation for Westgate Parking Project from other CIP Project Contingency	1840	32118	Fund 1840 Contingency	510200	A	\$ 4,182,000	2100	84407	New Development Infrastructure at Westgate	550400	
14	Budget Appropriation for Westgate Parking Project from other CIP Project Contingency	1840	32118	Fund 1840 Contingency	510200	A	\$ 291,997	2100	84407	New Development Infrastructure at Westgate	561600	
15	Budget Appropriation for Park Improvements/ Development Impact Fees	1460	12020	Fund 1460 Contingency	510200	A	\$ 20,760	2060	70515	Thunderbird Park Improvements	550800	
16	Move Appropriation from Count Enhancement Fund to General Fund for court expenditures	1240	10510	Court Special Revenue Fund	500401	A	\$ 36,850	1000	10410	Court -Equipment	551400	
17	Move Appropriation from Count Enhancement Fund to General Fund for court expenditures	1240	10510	Court Special Revenue Fund	500401	A	\$ 10,316	1000	10410	Court Holiday Pay	501400	
18	Move Appropriation from Grant Reserve to General Fund for Public Safety Retirement Prepayment	1840	33021	Fund 1840 Police Grant Reserve	510200	A	\$ 1,546,285	1000	12130	Police Public Safety Retire Contribution	505000	
19	Move Appropriation from Fire to Facilities for expense at GRPSTC building improvements	2530	12590	GRPSTC Fire Operations	500200	A	\$ 19,242	2530	13480	GRPSTC Facility Facility Management	518200	
20	Move Appropriation for Airport Operating Budget Overage	1650	67505	Fund 1650 Grant Reserve	551000	A	\$ 32,370	1760	16410	Airport Operations	500200	
21	Contingency Appropriation for Budget Overage in Sanitation Operating Fund	2480	11906	Fund 2480 Contingency	510200	A	\$ 58,000	2480	17810	Sanitation Roll-off/ Landfill Charges	514000	
22	Contingency Appropriation for Budget Overage in Sanitation Operating Fund	2480	11906	Fund 2480 Contingency	510200	A	\$ 46,000	2480	17810	Sanitation Roll-off /Shop Charges	532400	
23	Contingency Appropriation for Budget Overage in Sanitation Operating Fund	2480	11906	Fund 2480 Contingency	510200	A	\$ 40,000	2480	17820	Sanitation Commercial Frontload/Temp Pay	500400	
24	Contingency Appropriation for Budget Overage in Sanitation Operating Fund	2480	11906	Fund 2480 Contingency	510200	A	\$ 94,000	2480	17820	Sanitation Commercial Frontload/Landfill Charges	514000	
25	Contingency Appropriation for Budget Overage in Sanitation Operating Fund	2480	11906	Fund 2480 Contingency	510200	A	\$ 5,000	2480	17820	Sanitation Commercial Frontload/Shop Charges	532400	
26	Contingency Appropriation for Budget Overage in Benefits Trust Fund	2540	11907	Fund 2540 Contingency	510200	A	\$ 503,421	2580	18210	Benefits Trust Fund Medical Premiums	540600	
<b>Sub-Total Appropriation Transfers:</b>												
							\$	27,718,475				
FY16 4th Quarter Budget Transfer												



## Legislation Description

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**File #:** 16-542, **Version:** 1

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### **RESOLUTION NO. 5165 NEW SERIES**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO OF A LICENSE AGREEMENT WITH CDS PROPERTIES, LLC, FOR THE USE OF CITY-OWNED PROPERTY ADJACENT TO 5524 NORTH 51ST AVENUE IN GLENDALE, ARIZONA.**

Staff Contact: Jack Friedline, Director, Public Works

### **Purpose and Recommended Action**

This is a request for the City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to execute a license agreement between the City of Glendale and CDS Properties, LLC, for the use of city-owned real property adjacent to 5524 North 51<sup>st</sup> Avenue within public right-of-way.

### **Background**

In 2001, the City agreed to issue a license to the owner of the property at 5524 North 51<sup>st</sup> Avenue for use of a portion of 51<sup>st</sup> Avenue right-of-way for vehicle parking and property ingress and egress. Recently, the current owner of this property contacted the City to receive a copy of this license, and it came to the attention of staff that the license had not been formally authorized. Council action is required to formally authorize the license agreement.

### **Analysis**

The license agreement is for a 20-year term, with an option to renew for two additional 20 year terms. The license may not be transferred without the City's consent, per the terms of the agreement. 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 as a result of this action.

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

The City's initial intent to grant the license was included with a zoning variance application (ZV-02-09) for this property which was approved by Board of Adjustments on June 13, 2002.



RESOLUTION NO. 5165 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO OF A LICENSE AGREEMENT WITH CDS PROPERTIES, LLC, FOR THE USE OF CITY-OWNED PROPERTY ADJACENT TO 5524 NORTH 51<sup>ST</sup> AVENUE IN GLENDALE, ARIZONA.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Manager or designee and the City Clerk be authorized and directed to execute and deliver a License Agreement with CDS Properties, LLC, for the use of city-owned property adjacent to 5524 North 51<sup>st</sup> Avenue in Glendale, Arizona. 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 25th day of October, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
City Manager

**LICENSE AGREEMENT**  
**PERMISSION TO USE CITY REAL PROPERTY**

This License Agreement, entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2016 is between the **CITY OF GLENDALE**, an Arizona municipal corporation (“City”), and CDS Properties, LLC (“Licensee”).

PURPOSE

Licensee desires to use certain City-owned real property, more particularly described on the attached Exhibit “A” and by this reference incorporated herein (“Property”). The Property is generally located at along 51st Avenue, adjacent to the property commonly known as 5524 North 51st Avenue, and is a part of the City’s public roadway system. The use of the Property by Licensee will enable Licensee to continue existing uses on a portion of the City’s right-of-way including vehicle parking and property ingress and egress.

TERMS AND CONDITIONS

City grants this License subject to the following terms and conditions:

1. The initial term of this License shall be for a period of twenty (20) years (“Initial Term”), commencing on the Effective Date and ending on the twentieth anniversary thereof, unless sooner terminated as stated herein. This License may be renewed for no more than two (2) renewal periods (duration of each period is twenty [20] years); provided however, that the renewal must be accomplished by mutual written agreement between the City and Licensee, or the City and Licensee’s authorized successor-in-interest.
2. This License is granted upon the condition that the Licensee’s Property be used consistent with the M-2 (Heavy Industrial) zoning district except those uses including adult businesses and Medical Marijuana, together referred to as (“Prohibited Uses”). Licensee may terminate this License by giving sixty (60) days’ advance written notice to the City of its intent to terminate. The City may terminate this License by giving one hundred eighty (180) days’ advance written notice to the Licensee of its intent to terminate if the City begins construction in the License area for roadway purpose, or either of the Prohibited Uses are active on the Licensee’s Property.
3. This License is personal to the Licensee and may not be transferred to assigned in any manner, without prior written approval of the City; provided, however, that Licensee may transfer this License without the City’s prior written consent to any successor-in-interest to Licensee (whether by merger, acquisition, or transfer of partnership interests), any assignee of Licensee’s interest in the property owned by Licensor that is adjacent to the Property (“Licensee’s Property”), or any third-party purchaser of Licensee’s Property.
4. All improvements made by Licensee to the Property pursuant to the terms of this license are subject to and must be in compliance with all applicable codes, ordinances and laws, including the Americans With Disabilities Act, and constructed in conformance with the City’s approved design standards.
5. The costs associated with constructing, operating and maintaining any improvements made pursuant to this License, costs associated with relocation of the improvements if so requested by the City, and the

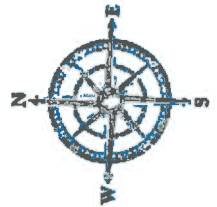
cost of permits, inspection services, and applicable administrative fees related thereto, shall be borne entirely by Licensee.

6. Licensee acknowledges that the City uses the Property as public right of way, agrees to accept use of the Property "as is", and agrees that its right under this License shall not interfere with use of the Property by the public. Licensee is responsible for obtaining any necessary permits prior to performing any work on the Property, and for payment of inspection fees according to the City's development fee schedule established by ordinance.
7. Licensee shall not permit any liens to be placed or remain on the Property by virtue of any work performed under this License.
8. Whenever Licensee disturbs the surface or subsurface of any city-owned property, public right of way, adjoining public property, or any public improvements located thereon or thereunder, Licensee shall promptly and at its own expense, restore, repair or replace the same to the satisfaction of the City.
9. If such restoration, repair or replacement of the surface, subsurface or any structure thereon or thereunder is not completed in a reasonable time or if such restoration, repair or replacement does not meet the city's satisfaction, the city may perform the necessary restoration, repair or replacement, either through use of its own forces or through a hired contractor, and the cost thereof, including the cost of inspection or supervision, shall be paid by the Licensee within thirty (30) days after receipt of the city's invoice for same.
10. All excavations made by Licensee on or within public rights of way shall be properly safeguarded for prevention of accidents, and at all times during such excavation or at such other times as activities performed under the authority of this License create any hazard or source of danger to any person or vehicle using said right of way, Licensee shall provide and maintain sufficient barriers, danger signals, lanterns, detours, and shall take such other measures or precautions as the City shall direct.
11. Licensee assumes the responsibility and all liability for any injury or damage to itself or its contractors and agents while using said Property in a lawful manner, caused by or arising out of the exercise of this License. Licensee agrees to indemnify, defend and hold harmless the City and its officers, agents and employees from all loss, damage, claims, suits, proceedings, costs and expenses, including but not limited to reasonable attorney's fees, costs and experts fees, resulting from or related to Licensee's use of the Property.
12. The Licensee shall, at its sole expense, provide a certificate of insurance showing commercial general liability coverage with limits of not less than One Million Dollars (\$1,000,000) for personal injury or death and not less than Five Hundred Thousand Dollars (\$500,000) for property damage, per each occurrence. The certificate of insurance must name the City of Glendale as an additional insured for all work performed by the Licensee within, or on, City of Glendale rights-of-way or property. Claims made policies are not acceptable. The insurance company writing the policy must be licensed by the Arizona Department of Insurance and have a BEST rating of not less than A. The Licensee insurance coverage shall be primary insurance and non-contributory with respect to all other available sources. The City shall be an additional insured to the full limits of liability purchased by Licensee even if limits of liability are in excess of those required of the Licensee. The form of the policy must be acceptable to the City before License will be issued. Further, Licensee agrees to indemnify, defend and hold harmless the City of Glendale and its officers and employees from all suits, actions, claims and damages, including attorney's





EXHIBIT A



# City of Glendale Web Map

This map was generated from the City of Glendale's GIS Web mapping system and is to be used for reference use only. GIS data is constantly changing so layers that appear on this map may or may not be accurate or current depending on the date and time this map was created.

7/22/2016



## Legislation Description

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**File #: 16-529, Version: 1**

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### **AUTHORIZATION TO TERMINATE LITIGATION WITH GLENDALE AIRPORT PILOTS ASSOCIATION AND TO PAY ATTORNEYS' FEES AND COSTS**

Staff Contact: Michael D. Bailey, City Attorney

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

This is a request for the City Council to authorize and direct the City Manager to terminate the ongoing litigation with the Glendale Airport Pilots Association ("GAPA"), and to pay GAPA's attorneys' fees and costs in the amount of \$77,330.15 (the "Fees"), which GAPA incurred and was awarded in a lawsuit captioned *Glendale Airport Pilots Association v. City of Glendale*, Maricopa County Superior Court Case No. CV2014-050163 (the "Lawsuit"). Taking the above-described action will bring about a full and final termination of the Lawsuit.

#### **Background**

On April 15, 2014, GAPA - an entity that purports to represent all Airport hangar owners - filed the Lawsuit, alleging that certain restrictions concerning the storage of non-aeronautical items in Airport hangars were unlawful. The complaint requested declaratory relief and monetary damages of approximately \$20 million.

On February 29, 2016, the court ruled that GAPA lacked standing to recover damages on behalf of its members. But the court also ruled that the Airport's restrictions on non-aeronautical storage in Airport hangars were unenforceable. The court held that the Airport had effectively "abandoned" these regulations by failing to enforce them for an extended period of time. Accordingly, the court concluded that hangar owners could store essentially anything in their structures "so long as [the hangars] also used for the storage of an aircraft."

On September 14, 2016, the Court granted GAPA's application for attorneys' fees and costs as the successful party in the litigation. The court then entered a judgment in favor of GAPA and against the City in the total amount of \$71,646.15, plus interest. Since GAPA filed its fee application, and since the entry of the judgment, GAPA has reportedly incurred additional fees and court costs. Interest has also accrued on the judgment. As a result, the total amount claimed by GAPA is \$77,330.15.

#### **Analysis**

In order to avoid the cost and uncertainty of continued litigation, and in the interest of preserving the City's relationship with GAPA and other Airport stakeholders, the City Manager recommends terminating the litigation and paying the Fees.

#### **Budget and Financial Impacts**



The Fees shall be paid out of the Airports Special Revenue Fund. Depending on the impact of this payment on the Fund, staff may request a fourth-quarter transfer to cover this payment.

<b>Cost</b>	<b>Fund-Department-Account</b>
\$77,330.15	Airports Special Revenue Fund

Capital Expense? No

Budgeted? No

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?