



# 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, December 8, 2015

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).

#### 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 NOVEMBER 24, 2015 VOTING MEETING

1. [15-801](#) APPROVAL OF THE MINUTES OF NOVEMBER 24, 2015  
Staff Contact: Pamela Hanna, City Clerk

**Attachments:**      [Meeting Minutes of November 24, 2015](#)

## 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.

2.      [15-760](#)                      APPROVE SPECIAL EVENT LIQUOR LICENSES, ARIZONA SPORTS FOUNDATION DBA FIESTA BOWL  
Staff Contact: Vicki Rios, Interim Director, Finance and Technology  
  
**Attachments:**      [Application](#)  
   [Calls for Service](#)
  
3.      [15-761](#)                      APPROVE SPECIAL EVENT LIQUOR LICENSE, GLENDALE ARTS COUNCIL  
Staff Contact: Vicki Rios, Interim Director, Finance and Technology  
  
**Attachments:**      [Application](#)  
   [Calls for Service](#)
  
4.      [15-762](#)                      APPROVE SPECIAL EVENT LIQUOR LICENSE, COLLEGE FOOTBALL PLAYOFF FOUNDATION  
Staff Contact: Vicki Rios, Interim Director, Finance and Technology  
  
**Attachments:**      [Application](#)  
   [Calls for Service](#)
  
5.      [15-763](#)                      APPROVE SPECIAL EVENT LIQUOR LICENSES, 100 CLUB OF ARIZONA  
Staff Contact: Vicki Rios, Interim Director, Finance and Technology  
  
**Attachments:**      [Application](#)  
   [Calls for Service](#)
  
6.      [15-809](#)                      APPROVE SPECIAL EVENT LIQUOR LICENSES, 100 CLUB OF ARIZONA  
Staff Contact: Vicki Rios, Interim Director, Finance and Technology  
  
**Attachments:**      [Application](#)  
   [Calls for Service](#)
  
7.      [15-764](#)                      APPROVE LIQUOR LICENSE NO. 5-17984, CHOMPIE'S RESTAURANT - ARROWHEAD  
Staff Contact: Vicki Rios, Interim Director, Finance and Technology  
  
**Attachments:**      [Map](#)  
   [Calls for Service](#)
  
8.      [15-765](#)                      APPROVE LIQUOR LICENSE NO. 5-17706, MARKET & SMOKE  
Staff Contact: Vicki Rios, Interim Director, Finance and Technology  
  
**Attachments:**      [Map](#)  
   [Calls for Service](#)

9. [15-766](#) APPROVE LIQUOR LICENSE NO. 5-18121, SALT TACOS Y TEQUILA  
Staff Contact: Vicki Rios, Interim Director, Finance and Technology  
**Attachments:** [Map](#)  
[Calls for Service](#)
10. [15-803](#) APPROVE WINE FESTIVAL LICENSES, KEELING SCHAEFER VINEYARDS  
Staff Contact: Vicki Rios, Interim Director, Finance and Technology  
**Attachments:** [Application](#)  
[Calls for Service](#)
11. [15-746](#) RATIFICATION OF SERVICE LEVEL AGREEMENT FOR COURT COMPUTER  
HARDWARE AND SOFTWARE APPLICATIONS WITH ARIZONA SUPREME  
COURT  
Staff Contact: Elizabeth Finn, Presiding Judge  
**Attachments:** [Service Level Agreement](#)
12. [15-749](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH SUMMIT  
ELECTRIC SUPPLY CO., INC., AND APPROVE THE EXPENDITURE OF FUNDS  
FOR THE PURCHASE OF PARTS FOR VARIOUS WATER AND WASTEWATER  
TREATMENT FACILITIES  
Staff Contact: Craig Johnson, P.E., Director, Water Services  
**Attachments:** [Linking Agreement](#)
13. [15-750](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH REDDI  
SERVICES, INC., AND APPROVE THE EXPENDITURE OF FUNDS FOR  
VACTOR SERVICES AT VARIOUS WATER AND WASTEWATER FACILITIES  
Staff Contact: Craig Johnson, P.E., Director, Water Services  
**Attachments:** [Linking Agreement](#)
14. [15-758](#) AUTHORIZATION TO ENTER INTO A CONSTRUCTION MANAGER AT RISK  
AGREEMENT WITH MGC CONTRACTORS, INC., FOR DESIGN PHASE  
SERVICES FOR IMPROVEMENTS AT THE ARROWHEAD RANCH WATER  
RECLAMATION FACILITY  
Staff Contact: Craig Johnson, P.E., Director, Water Services  
**Attachments:** [Construction Manager at Risk Agreement](#)
15. [15-780](#) AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES  
AGREEMENT WITH HDR ENGINEERING, INC., FOR THE ASSESSMENT OF  
THE WEST AREA WATER RECLAMATION FACILITY RECHARGE STORAGE  
Staff Contact: Craig Johnson, P.E., Director, Water Services  
**Attachments:** [Professional Services Agreement](#)
16. [15-791](#) AUTHORIZATION TO AMEND THE CONSTRUCTION MANAGER AT RISK  
AGREEMENT WITH ACHEN-GARDNER CONSTRUCTION, LLC AND  
APPROVE THE ADDITIONAL EXPENDITURE OF FUNDS TO REPAIR AND

IMPROVE THE 42-INCH WATER MAIN NEAR DEER VALLEY ROAD AND 67TH AVENUE

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

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

17. [15-792](#) AUTHORIZATION TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH WILSON ENGINEERS, LLC AND APPROVE THE ADDITIONAL EXPENDITURE OF FUNDS TO REPAIR AND IMPROVE THE 42-INCH WATER MAIN NEAR DEER VALLEY ROAD AND 67TH AVENUE  
Staff Contact: Craig Johnson, P.E., Director, Water Services

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

18. [15-781](#) EXPENDITURE AUTHORIZATION FOR THE PURCHASE OF BULLET RESISTANT GLASS LAMINATE FROM CLEAR ARMOR, LLC FOR THE GLENDALE POLICE DEPARTMENT  
Staff Contact: Debora Black, Police Chief

19. [15-782](#) AUTHORIZATION TO PURCHASE LAPTOPS AND TABLETS WITH THE ASSOCIATED EQUIPMENT AND SERVICES FROM PCS MOBILE, AUTHORIZED RESELLER OF PANASONIC CORPORATION OF NORTH AMERICA, UTILIZING A CITY OF TUCSON COOPERATIVE PURCHASING CONTRACT  
Staff Contact: Debora Black, Police Chief

**Attachments:** [Proposal](#)  
[Contract Amendment 9 to Contract No. 120471 - Renewal](#)  
[C9942 - Linking Agreement - Panasonic Corporation](#)

20. [15-789](#) AUTHORIZATION TO PURCHASE DRAGON NATURALLYSPEAKING SOFTWARE FROM SHI INTERNATIONAL CORP UTILIZING A STATE OF ARIZONA COOPERATIVE PURCHASING CONTRACT  
Staff Contact: Debora Black, Police Chief

**Attachments:** [SHI Quote -10594454](#)  
[C9179 SHI Linking Agreement](#)

21. [15-795](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH MOTOROLA SOLUTIONS, INC., AND APPROVE THE PURCHASE OF DISPATCH CONSOLES FOR THE GLENDALE POLICE DEPARTMENT UTILIZING A STATE OF ARIZONA COOPERATIVE PURCHASING CONTRACT  
Staff Contact: Debora Black, Police Chief

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

22. [15-796](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH MOTOROLA SOLUTIONS, INC., AND APPROVE THE PURCHASE OF MOBILE RADIOS FOR THE GLENDALE POLICE DEPARTMENT UTILIZING A STATE OF ARIZONA COOPERATIVE PURCHASING CONTRACT  
Staff Contact: Debora Black, Police Chief

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

23.    [15-783](#)            POSITION RECLASSIFICATIONS  
Staff Contact: Jim Brown, Director, Human Resources and Risk Management

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

24.    [15-784](#)            AUTHORIZATION TO INCREASE SPENDING AUTHORITY AND APPROVE AMENDMENT NO. 1 TO THE LINKING AGREEMENT FOR PURCHASE OF PERSONAL PROTECTIVE EQUIPMENT WITH MATLICK ENTERPRISES INC., D.B.A. UNITED FIRE EQUIPMENT COMPANY  
Staff Contact: Terry Garrison, Fire Chief

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

25.    [15-756](#)            AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR COOPERATIVE PURCHASE OF TWO VEHICLES FROM MIDWAY CHEVROLET COMPANY I, LLC, DOING BUSINESS AS MIDWAY CHEVROLET  
Staff Contact: Jack Friedline, Director, Public Works

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

26.    [15-757](#)            AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH ARIZONA TRAINING & EVALUATION CENTER, INC., FOR OCCUPATIONAL TRAINING AND TEMPORARY STAFFING SERVICES  
Staff Contact: Jack Friedline, Director, Public Works

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

27.    [15-759](#)            AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR COOPERATIVE PURCHASE OF THREE REARLOAD TRUCKS FROM FREIGHTLINER OF ARIZONA, LLC  
Staff Contact: Jack Friedline, Director, Public Works

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

28.    [15-767](#)            AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR COOPERATIVE PURCHASE OF THREE PICKUP TRUCKS FROM COURTESY CHEVROLET  
Staff Contact: Jack Friedline, Director, Public Works

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

29.    [15-768](#)            AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR COOPERATIVE PURCHASE OF FIVE SIDELOAD TRUCKS FROM RUSH TRUCK CENTERS OF ARIZONA, DOING BUSINESS AS RUSH TRUCK CENTER OF PHOENIX  
Staff Contact: Jack Friedline, Director, Public Works

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

30.    [15-769](#)            AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR

COOPERATIVE PURCHASE OF 300 GALLON REFUSE CONTAINERS FROM  
ROTATIONAL MOLDING, INC.

Staff Contact: Jack Friedline, Director, Public Works

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

31. [15-770](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR  
COOPERATIVE PURCHASE OF ONE FRONTLOAD TRUCK FROM  
FREIGHTLINER OF ARIZONA, LLC  
Staff Contact: Jack Friedline, Director, Public Works

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

32. [15-776](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR  
COOPERATIVE PURCHASE OF ONE TRACTOR FOR BULK TRASH  
COLLECTION FROM TITAN MACHINERY, INC.  
Staff Contact: Jack Friedline, Director, Public Works

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

#### CONSENT RESOLUTIONS

33. [15-771](#) RESOLUTION 5046: AUTHORIZATION OF LICENSE AGREEMENT WITH  
VERIZON WIRELESS (VAW), LLC FOR THE INSTALLATION OF A  
DISTRIBUTED ANTENNA SYSTEM (SMALL CELL) ON A CITY STREETLIGHT  
WITHIN PUBLIC RIGHT-OF-WAY AT 5880 WEST BELL ROAD  
Staff Contact: Jack Friedline, Director, Public Works

**Attachments:** [Resolution 5046](#)  
[Communications Site License Agreement](#)  
[Standardized Fees for Distributed Antenna System](#)

34. [15-772](#) RESOLUTION 5047: AUTHORIZATION OF LICENSE AGREEMENT WITH  
VERIZON WIRELESS (VAW), LLC FOR THE INSTALLATION OF A  
DISTRIBUTED ANTENNA SYSTEM (SMALL CELL) ON A CITY STREETLIGHT  
WITHIN PUBLIC RIGHT-OF-WAY AT 5510 WEST CAMELBACK ROAD  
Staff Contact: Jack Friedline, Director, Public Works

**Attachments:** [Resolution 5047](#)  
[Communications Site License Agreement](#)  
[Standardized Fees for Distributed Antenna System](#)

35. [15-723](#) RESOLUTION 5048: AUTHORIZATION TO ENTER INTO AN  
INTERGOVERNMENTAL AGREEMENT WITH ARIZONA DEPARTMENT OF  
HEALTH SERVICES – MASS SHELTERING TENT SYSTEM (CONTRACT  
NUMBER AGR2015-049)  
Staff Contact: Terry Garrison, Fire Chief

**Attachments:** [Resolution 5048](#)  
[Intergovernmental Agreement - AGR2015-049](#)

36. [15-724](#) RESOLUTION 5049: AUTHORIZATION TO ACCEPT THE 2015 GRANT FUNDS FROM THE ARIZONA DEPARTMENT OF HOMELAND SECURITY – GLENDALE FIRE DEPARTMENT RRT SUSTAINMENT GRANT #150807-03  
Staff Contact: Terry Garrison, Fire Chief
- Attachments:** [Resolution 5049](#)  
[2015 RRT Grant](#)
37. [15-725](#) RESOLUTION 5050: AUTHORIZATION TO ACCEPT THE 2015 GRANT FROM THE ARIZONA DEPARTMENT OF HOMELAND SECURITY (AZDOHS) - EOC/ESF AUDIO/VISUAL CONTROL SYSTEM # 150807-02  
Staff Contact: Terry Garrison, Fire Chief
- Attachments:** [Resolution 5050](#)  
[AZDOHS EOC-ESF Audio-Visual Control System Grant](#)
38. [15-790](#) RESOLUTION 5051: AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH ARIZONA STATE HISTORIC PRESERVATION OFFICE AND MARICOPA COUNTY HOME CONSORTIUM  
Staff Contact: Erik Strunk, Director, Community Services
- Attachments:** [Resolution 5051](#)  
[Amendment](#)  
[Original SHPO Agreement](#)
39. [15-787](#) RESOLUTION 5052: INDUSTRIAL COMMISSION OF ARIZONA SELF-INSURANCE RENEWAL AND SECURITY DEPOSIT EXEMPTION  
Staff Contact: Jim Brown, Director, Human Resources & Risk Management
- Attachments:** [Resolution 5052](#)  
[ICA Renewal Request-Exemption attachments](#)
40. [15-810](#) RESOLUTION 5053: AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE TOHONO O’ODHAM NATION FOR DETENTION SERVICES  
Staff Contact: Debora Black, Police Chief
- Attachments:** [Resolution 5053](#)  
[Intergovernmental Agreement](#)

**ORDINANCES**

41. [15-788](#) ORDINANCE 2971: ADOPT AN ORDINANCE ADDING SECTION 27-56 TO ARTICLE III DIVISION 2 OF CHAPTER 27 OF THE GLENDALE MUNICIPAL CODE TO IMPOSE REQUIREMENTS ON THE OPERATION OF BOTH MODEL AIRCRAFT AND CIVIL UNMANNED AIRCRAFT SYSTEMS (UAS), COMMONLY KNOWN AS DRONES  
Staff Contact: Debora Black, Police Chief
- Attachments:** [Ordinance 2971](#)

**NEW BUSINESS**

42. [15-793](#) AUTHORIZATION TO UTILIZE FORM LICENSE AGREEMENT AS NEEDED TO FACILITATE ANY NECESSARY USE OF CITY PROPERTY FOR COLLEGE FOOTBALL PLAYOFF ACTIVITIES  
Staff Contact: Michael D. Bailey, City Attorney  
**Attachments:** [Form License Agreement](#)
43. [15-806](#) AUTHORIZATION TO ENTER INTO A SETTLEMENT AGREEMENT WITH CONAIR CORPORATION  
Staff Contact: Michael D. Bailey, City Attorney  
**Attachments:** [Conair Corporation Settlement Agreement](#)
44. [15-807](#) RESOLUTION 5054: AUTHORIZATION TO ENTER INTO A DEVELOPMENT AGREEMENT WITH CONAIR CORPORATION  
Staff Contact: Michael D. Bailey, City Attorney  
**Attachments:** [Resolution 5054](#)  
[Development Agreement](#)

**REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION****COUNCIL COMMENTS AND SUGGESTIONS****ADJOURNMENT**

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

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





# City of Glendale

5850 West Glendale Avenue  
Glendale, AZ 85301

## Legislation Description

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**File #:** 15-801, **Version:** 1

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APPROVAL OF THE MINUTES OF NOVEMBER 24, 2015  
Staff Contact: Pamela Hanna, City Clerk

# City of Glendale

5850 West Glendale Avenue  
Glendale, AZ 85301



## Meeting Minutes - Draft

Tuesday, November 24, 2015

6:00 PM

Voting Meeting

Council Chambers

### City Council

*Mayor Jerry Weiers*

*Vice Mayor Ian Hugh*

*Councilmember Jamie Aldama*

*Councilmember Samuel Chavira*

*Councilmember 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 Richard Bowers, Acting City Manager; Jennifer Campbell, Assistant City Manager; Tom Duensing, Interim Assistant City Manager; Michael Bailey, City Attorney; Pamela Hanna, City Clerk; and Darcie McCracken, Deputy City Clerk.

Mayor Weiers introduced students from Arizona State University West Campus Government and Politics class who were attending the meeting.

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

The invocation was offered by Pastor Emmanuel Allen from the Breakthrough Life Church.

**CITIZEN COMMENTS**

John Moreno, with the Pendergast School District, thanked the Council for their support of education. He spoke about the Pendergast School District and their new Superintendent. He thanked everyone for their approval of the school override and said it does impact education. He extended an invitation to the Council to attend any of their monthly community breakfasts, as well as the monthly parent luncheon. He spoke about tax credits as well.

Mayor Weiers said the Superintendent took 2,000 boxes for the food drive and said Pendergast School District is already stepping up. He thanked them for their support to help the community.

James Deibler, a Phoenix resident, said residents need to support small businesses in downtown Glendale. He said residents also need a grocery store in the downtown area. He said Glendale does not need light rail because the streets are too narrow and there isn't taxpayer money to support it. He said downtown was not designed to support light rail.

**APPROVAL OF THE MINUTES OF NOVEMBER 10, 2015 VOTING MEETING**

1. [15-779](#) APPROVAL OF THE MINUTES OF NOVEMBER 10, 2015 VOTING MEETING  
Staff Contact: Pamela Hanna, City Clerk

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

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

## **BOARDS, COMMISSIONS AND OTHER BODIES**

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

**PRESENTED BY: Councilmember Lauren Tolmachoff**

2.     [15-754](#)     BOARDS, COMMISSIONS & OTHER BODIES  
 Staff Contact: Brent Stoddard, Director, Intergovernmental Programs
- Arts Commission - Mark Fast - Cholla Appointment - 11-24-15 to 8-24-17  
 Citizens Transportation Advisory Commission - Jack Nyland - Mayoral Appointment - 11-24-15 to 11-25-16  
 General Plan Steering Committee - Randy Miller - Mayoral appointment - 11-24-15 to 1-1-16  
 Glendale Municipal Property Corporation - Ron Cantrell - Yucca Reappointment - 12-1-15 to 12-1-16  
 Library Advisory Board - Linda Summer, Vice Chair - Cactus Reappointment - 11-24-15 to 9-26-16  
 Personnel Board - Bud Zomok, Chair - Ocotillo Reappointment - 12-22-15 to 12-22-16  
 Steven Gilman, Vice Chair - Yucca Reappointment - 12-22-15 to 12-22-16  
 Risk Management Workers' Compensation Trust Fund - Councilmember Ray Malnar, Council Appointee - Sahuaro Appointment - 11-24-15 to 7-24-17

Mayor Weiers administered the oath of office to those present.

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

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

## **CONSENT AGENDA**

Mr. Richard Bowers, Acting City Manager, read agenda item numbers 3 through 9.

Ms. Pamela Hanna, City Clerk, read consent agenda resolution item numbers 10 through 14 by number and title.

3.     [15-730](#)     APPROVE SPECIAL EVENT LIQUOR LICENSE, CITY OF GLENDALE  
 OFFICE OF SPECIAL EVENTS  
 Staff Contact: Vicki Rios, Interim Director, Finance and Technology

**This agenda item was approved.**

4. [15-731](#) APPROVE LIQUOR LICENSE NO. 5-17858, THE ROGUE TOMATO  
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

**This agenda item was approved.**

5. [15-736](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR  
COOPERATIVE PURCHASE OF FIRE SYSTEM SUPPORT REPAIR  
AND REPLACE SERVICES FROM CLIMATEC, LLC, DOING BUSINESS  
AS CLIMATEC BTG

Staff Contact: Jack Friedline, Director, Public Works

**This agenda item was approved.**

6. [15-738](#) AUTHORIZATION TO ENTER INTO AMENDMENT NO. 2 TO THE  
LINKING AGREEMENT WITH EMPIRE SOUTHWEST, LLC, AND RATIFY  
AND APPROVE AN EMERGENCY COOPERATIVE PURCHASE OF A  
CATERPILLAR TRASH COMPACTOR CERTIFIED POWER TRAIN  
REBUILD FOR THE GLENDALE MUNICIPAL LANDFILL

Staff Contact: Jack Friedline, Director, Public Works

**This agenda item was approved.**

7. [15-739](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR  
COOPERATIVE PURCHASE OF ELECTRICAL AND LIGHTING  
SUPPLIES FROM WESCO DISTRIBUTION, INC., DOING BUSINESS AS  
BROWN WHOLESALE ELECTRIC

Staff Contact: Jack Friedline, Director, Public Works

**This agenda item was approved.**

8. [15-742](#) AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE  
PROFESSIONAL SERVICES AGREEMENT FOR CAPITAL  
IMPROVEMENT PROGRAM PLANNING SERVICES AND RATIFICATION  
OF EXPENDITURES FOR PUBLIC INFRASTRUCTURE INVESTMENTS,  
LLC

Staff Contact: Jack Friedline, Director, Public Works

**This agenda item was approved.**

9. [15-751](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH LDV,  
INC., AND APPROVE THE PURCHASE OF A TACTICAL  
NEGOTIATIONS COMMAND VEHICLE FOR THE GLENDALE POLICE  
DEPARTMENT UTILIZING A COOPERATIVE PURCHASING  
AGREEMENT

Staff Contact: Debora Black, Police Chief

**This agenda item was approved.**

**CONSENT RESOLUTIONS**

10. [15-748](#) RESOLUTION 5041: AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX POLICE DEPARTMENT FOR PARTICIPATION IN THE ARIZONA INTERNET CRIMES AGAINST CHILDREN TASK FORCE  
Staff Contact: Debora Black, Police Chief

RESOLUTION NO. 5041 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE PHOENIX POLICE DEPARTMENT FOR PARTICIPATION IN THE ARIZONA INTERNET CRIMES AGAINST CHILDREN (ICAC) TASK FORCE ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

**This agenda item was approved.**

11. [15-753](#) RESOLUTION 5042: AUTHORIZATION TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE U.S. DEPARTMENT OF JUSTICE, BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES FOR REIMBURSEMENT OF COSTS ASSOCIATED WITH THE TASK FORCE  
Staff Contact: Debora Black, Police Chief

RESOLUTION NO. 5042 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO A MEMORANDUM OF AGREEMENT (MOA) WITH THE U.S. DEPARTMENT OF JUSTICE, BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES (ATF) FOR THE REIMBURSEMENT OF OVERTIME SALARY COSTS ASSOCIATED WITH THE ATF TASK FORCE BY GLENDALE POLICE DEPARTMENT.

**This agenda item was approved.**

12. [15-752](#) RESOLUTION 5043: AUTHORIZATION TO ENTER INTO AMENDMENT NO. 2 TO THE INTERGOVERNMENTAL AGREEMENT WITH ARIZONA DEPARTMENT OF ECONOMIC SECURITY FOR COMMUNITY ACTION PROGRAM FUNDING  
Staff Contact: Erik Strunk, Director, Community Services

RESOLUTION NO. 5043 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AMENDMENT NO. 2 TO THE INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY FOR COMMUNITY ACTION PROGRAM FUNDING.

**This agenda item was approved.**

13. [15-743](#) RESOLUTION 5044: APPROVAL OF THE GLENDALE TRANSIT TITLE VI IMPLEMENTATION PLAN  
Staff Contact: Jack Friedline, Director, Public Works
- RESOLUTION NO. 5044 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, APPROVING THE GLENDALE TRANSIT TITLE VI IMPLEMENTATION PLAN.

**This agenda item was approved.**

14. [15-745](#) RESOLUTION 5045: LICENSE AGREEMENT WITH NEWPATH NETWORKS LLC FOR THE CONTINUED OPERATION OF A DISTRIBUTED ANTENNA SYSTEM (SMALL CELL) ON CITY TRAFFIC SIGNAL POLES WITHIN PUBLIC RIGHT-OF-WAY AT 91ST AND 95TH AVENUES  
Staff Contact: Jack Friedline, Director, Public Works
- RESOLUTION NO. 5045 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT FOR WIRELESS COMMUNICATIONS SITES IN TWO (2) CITY OF GLENDALE RIGHT-OF-WAYS LOCATED ON GLENDALE AVENUE BETWEEN 91ST AND 95TH AVENUES IN GLENDALE, ARIZONA WITH NEWPATH NETWORKS, LLC.

**This agenda item was approved.**

#### Approval of the Consent Agenda

**A motion was made by Turner, seconded by Hugh, to approve the recommended actions on Consent Agenda Item Numbers 3 through 9 and Consent Resolutions 10 through 14. 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

15. [15-740](#) ORDINANCE 2969: ACCEPTANCE OF A SEWER LINE EASEMENT AT ASPERA LOT 4A  
Staff Contact: Jack Friedline, Director, Public Works
- Jack Friedline said this is a request to accept a new sewer line at Aspera. A new public sewer line has been constructed and approved by the city on Lot 4A at Aspera, which will meet future sewer demands on this parcel. Staff recommends acceptance of the new sewer line easement. There will be no impact on city departments, staff or service levels and no costs will be incurred to the city for this action.

ORDINANCE NO. 2969 NEW SERIES, WAS READ BY NUMBER AND TITLE ONLY, IT BEING AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA

COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF A SEWER LINE EASEMENT LOCATED AT LOT 4A OF ASPERA; AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

**A motion was made by Councilmember Malnar, 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

**16.**     [15-741](#)

ORDINANCE 2970: ACCEPTANCE OF A WATER LINE EASEMENT AT ASPERA LOT 4A

Staff Contact: Jack Friedline, Director, Public Works

Jack Friedline said this is a request to accept a new water line at Aspera. A new public water line has been constructed and approved by the city on Lot 4A at Aspera, which will meet future water demands on this parcel. Staff recommends acceptance of the new water line easement. There will be no impact on city departments, staff or service levels and no costs will be incurred to the city for this action.

ORDINANCE NO. 2970 NEW SERIES, WAS READ BY NUMBER AND TITLE ONLY, IT BEING AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF A WATER LINE EASEMENT LOCATED AT LOT 4A OF ASPERA; AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

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

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

**NEW BUSINESS**

**17.**     [15-797](#)

RELEASE AND SETTLEMENT AGREEMENT WITH SW GENERAL, INC. DBA SOUTHWEST AMBULANCE FOR OUTSTANDING FEES DUE TO THE CITY

Staff Contact: Michael D. Bailey, City Attorney

Mr. Bailey said this item is a release and settlement agreement between Southwest Ambulance and the City of Glendale to resolve a dispute regarding ambulance ride along fees and to set the rate for ambulance ride along fees at \$98.15.

Greg James, West Division President of Rural/Metro, said he supported the motion and would be available to answer any questions of the Council.

**A motion was made by Councilmember Chavira, 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

18. [15-798](#)

**APPOINTMENT OF CITY MANAGER**

Staff Contact: James Brown Jr., Human Resource and Risk Management Director; and Michael D. Bailey, City Attorney

Mr. Brown said this item is a request for council to appoint a city manager and enter into an employment agreement setting forth the terms and conditions of employment. The city charter provides the council shall appoint an officer of the city with the title of city manager and shall have the power and perform the duties set forth in the charter.

Mr. Bowers read a statement from Mr. Phelps regarding this appointment:

“Mayor Weiers and members of the Glendale City Council, I am both honored and humbled to be selected as the next City Manager for the City of Glendale. It is a responsibility that I do not take lightly. During the recruitment process I was privileged to meet many of the dedicated city employees who serve day in and day out and am looking forward to meeting them all. The more I hear about our engaged citizens and our dedicated business and community leaders the more excited I am to begin working with them. While there are certainly challenges to be addressed in the future, they are only exceeded by the tremendous opportunities and resources that the City is blessed to have. As the City Manager of Glendale, I promise to demonstrate a strong work ethic. I will serve the citizens, Council and employees of Glendale with integrity, transparency, respect and passion. I will lead by my actions and will at all times seek excellence in every area of city government. In closing, my wife Lynda and I are excited to part of the Glendale community and to call Glendale home. We feel privileged and grateful to be considered and selected for this incredible opportunity.”

Mayor Weiers congratulated Mr. Phelps.

**A motion was made by Councilmember Tolmachoff, 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

**REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION**

**A motion was made by Vice Mayor Hugh, seconded by Councilmember Turner, to hold the next regularly scheduled City Council workshop on Tuesday, December 1, 2015 at 1:30 p.m. in Room B-3 of the City Council chambers, to be followed by an Executive Session pursuant to ARS 38-431.03. 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 cancelled December's mobile office hours, and said the next

mobile office hours will be held in January 2016. He reminded residents of small business Saturday and asked residents to shop local in the downtown and Catlin Court area on November 27th. He also asked everyone to join Councilmember Turner and Councilmember Aldama for the Catlin Court Neighborhood Volunteer and information fair. It will be held on Saturday, December 5th, from 8 a.m. to 12 p.m. to help improve the neighborhood and learn about important city services that are available. It is an opportunity to get involved and refreshments will be provided. The event will be located on 56th Avenue, between State and Northview. He thanked employees and wished everyone a Happy Thanksgiving.

Councilmember Chavira welcomed Mr. Phelps as the new City Manager. He is thankful to God for his wife and children to helping to take care of his mother-in-law who has been ill. He said everyone has a lot to be thankful for.

Councilmember Aldama congratulated Mr. Phelps on his appointment as City Manager.

Councilmember Malnar welcomed Mr. Phelps to the Glendale family. He wished everyone a Happy Thanksgiving.

Councilmember Tolmachoff welcomed Mr. Phelps and is looking forward to working with him. She wished a Happy Thanksgiving to all city staff and the residents of Glendale. She reminded everyone of the First Annual Cholla Holiday Mixer on December 9th at Foothills Aquatics Center from 7 p.m. to 9 p.m. Refreshment will be provided and there will be an ugly sweater contest.

Councilmember Turner is thankful about the agreement with Southwest Ambulance. He is also excited about the new City Manager coming on board. He reminded everyone about Glendale Glitters and said Kurt Warner will be throwing the switch on Friday night.

Vice Mayor Hugh thanked Mr. Bowers for helping the city out during the city's time of need. He congratulated Mr. Phelps and is looking forward to working with him.

Mayor Weiers welcomed Mr. Phelps and said he has a major challenge. He said he has a lot of experience and he understands his role as city manager. He asked everyone to be thankful for their family.

## **ADJOURNMENT**

The meeting was adjourned at 6:38 p.m.



## Legislation Description

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**File #: 15-760, Version: 1**

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**APPROVE SPECIAL EVENT LIQUOR LICENSES, ARIZONA SPORTS FOUNDATION DBA FIESTA BOWL**

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

**Purpose and Recommended Action**

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of two special event liquor licenses for the Arizona Sports Foundation dba Fiesta Bowl, submitted by Nathaniel Trevor Hayden. The events will be held on the Great Lawn and Lawn B at the University of Phoenix Stadium located at 1 North Cardinals Drive on Friday, January, 1, 2016, from 7:30 a.m. to 10:30 a.m. The purpose of these special event liquor licenses is for fundraising at the Fiesta Bowl.

**Background Summary**

The University of Phoenix Stadium is zoned PAD (Planned Area Development) and located in the Yucca District. If these applications are approved, the total number of special event liquor licenses issued at each of these locations will be one of the allowed 12 per calendar year. Under the provisions of A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if the Council recommends approval of such license.

The City of Glendale Development Services, Police, and Fire Departments have reviewed these applications and determined that they meet all technical requirements.



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

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

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

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

**SECTION 1** Name of Organization: Arizona Sports Foundation dba Fiesta Bowl

**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

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

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

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

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

**SECTION 7** Location of the Event: University of Phoenix Stadium - Great Lawn

Address of Location: 1 West Cardinals Drive (The Great Lawn) Glendale, AZ 85305

Street	City	COUNTY	State	Zip
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**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: Hayden Nathaniel Trevor [REDACTED]

Last	First	Middle	Date of Birth
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2. Applicant's mailing address: 7135 East Camelback Road Suite #190 Scottsdale, AZ 85251

Street	City	State	Zip
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3. Applicant's home/cell phone: [REDACTED] Applicant's business phone: (480) 736-3917

4. Applicant's email address: [REDACTED]

**SECTION 10**

- Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?  
 Yes  No (If yes, attach explanation.)
- How many special event licenses have been issued to this location this year? 0  
 (The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)
- Is the organization using the services of a promoter or other person to manage the event?  Yes  No  
 (If yes, attach a copy of the agreement.)
- List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name Arizona Sports Foundation dba Fiesta Bowl Percentage: 100%  
 Address 7135 East Camelback Road Suite #190 Scottsdale AZ 85251  
Street City State Zip

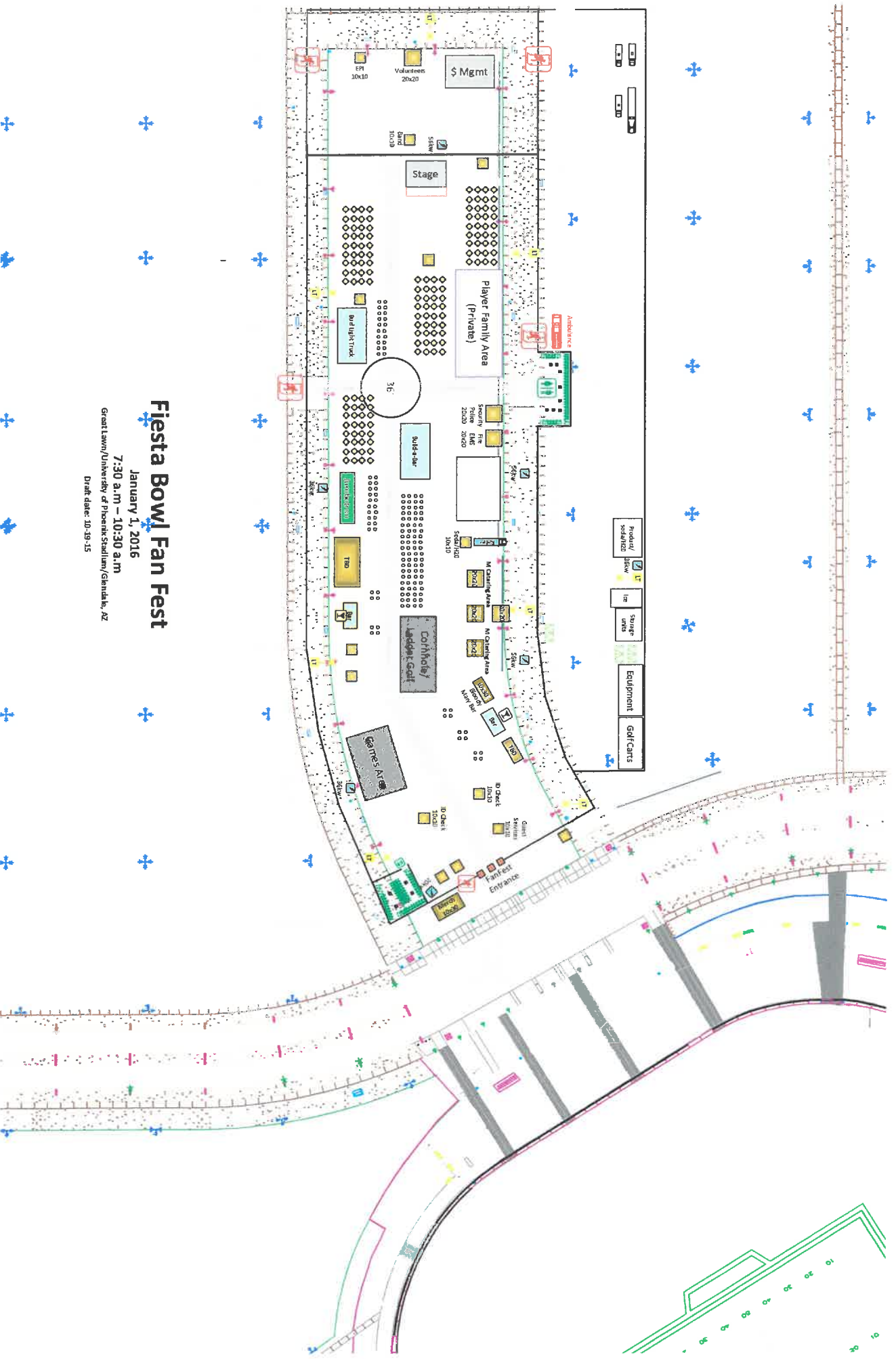
Name \_\_\_\_\_ Percentage: \_\_\_\_\_  
 Address \_\_\_\_\_  
Street City State Zip

5. Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.  
**Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.**  
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

6. What type of security and control measures will you take to prevent violations of liquor laws at this event?  
 (List type and number of police/security personnel and type of fencing or control barriers, if applicable.)  
12 Number of Police 50 Number of Security Personnel  Fencing  Barriers  
 Explanation: Glendale Police Department to coordinate Police personnel and Pride Group to coordinate Private Security personnel including Liquor Control Specialists with ID verification devices and wristbanding.

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

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>01/01/2016</u>	<u>Friday</u>	<u>7:30 AM</u>	<u>10:30 AM</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____



# Fiesta Bowl Fan Fest

January 1, 2016

7:30 a.m. – 10:30 a.m.

Grant Lawn/University of Phoenix Stadium/Glendale, AZ

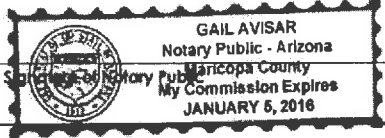
Draft date: 10-19-15

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

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

X [Signature] Exec. Director 10/22/15 4803500941  
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 22nd October 2015  
Day Month Year  
State Arizona County of Maricopa

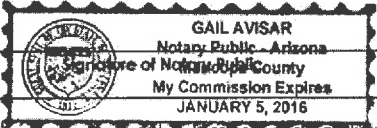
My Commission Expires on: 01/05/16 Gulawan  
Date  


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

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

X [Signature] Dir. of Events 10/22/15  
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 22nd October 2015  
Day Month Year  
State Arizona County of Maricopa

My Commission Expires on: 01/05/16 Gulawan  
Date  


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, \_\_\_\_\_ recommend  APPROVAL  DISAPPROVAL  
(Government Official) (Title)  
on behalf of \_\_\_\_\_  
(City, Town, County) Signature Date Phone

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

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

**A.R.S. § 41-1030. Invalidation 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.



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

<b>FOR DLIC USE ONLY</b>	
Event Date(s):	
Event time start/end:	
CSR:	
License:	

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

<small>Name of Business</small>	<small>License Number</small>	<small>Phone (Include Area Code)</small>

**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.

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

**SECTION 7** Location of the Event: University of Phoenix Stadium - Lawn B

Address of Location: 1 West Cardinals Drive (Lawn B) Glendale, AZ 85305

Street	City	COUNTY	State	Zip
--------	------	--------	-------	-----

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

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

1. Applicant: Hayden Nathaniel Trevor [REDACTED]

Last	First	Middle	Date of Birth
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2. Applicant's mailing address: 7135 East Camelback Road Suite #190 Scottsdale, AZ 85251

Street	City	State	Zip
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3. Applicant's home/cell phone: [REDACTED] Applicant's business phone: (480) 736-3917

4. Applicant's email address: [REDACTED]



**SECTION 10**

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

2. How many special event licenses have been issued to this location this year? 0  
 (The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

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

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Name Arizona Sports Foundation dba Fiesta Bowl Percentage: 100%  
 Address 7135 East Camelback Road Suite #190 Scottsdale AZ 85251  
Street City State Zip  
 Name \_\_\_\_\_ Percentage: \_\_\_\_\_  
 Address \_\_\_\_\_  
Street City State Zip

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

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

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 (List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

6 Number of Police 50 Number of Security Personnel  Fencing  Barriers

Explanation: Glendale Police Department to coordinate Police personnel and SAFE Management to coordinate Private Security personnel and Rojo Catering coordinating Liquor Control Specialists with ID verification devices and wristbanding.

**SECTION 11** Date(s) and Hours of Event. May not exceed 10 consecutive days.  
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	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
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DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

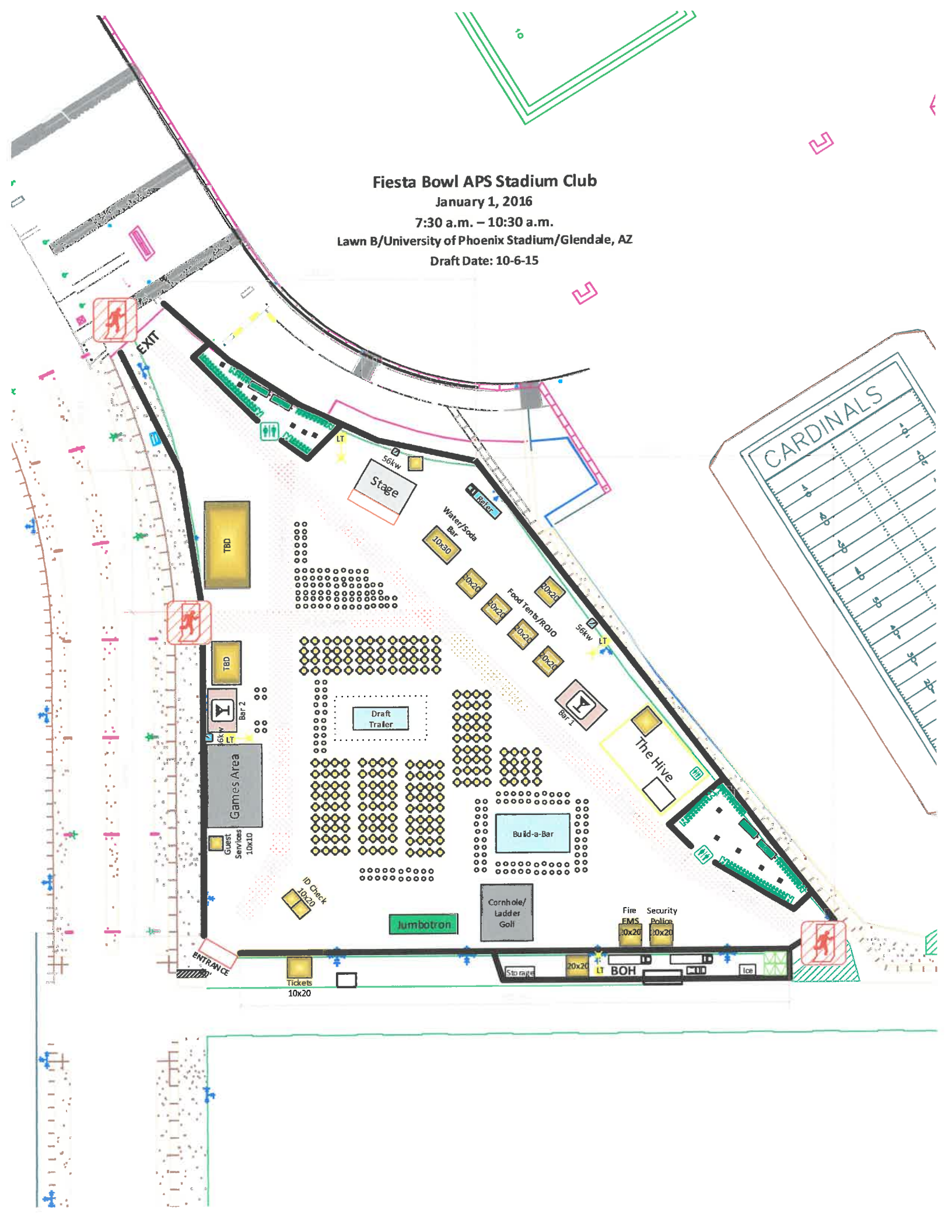
# Fiesta Bowl APS Stadium Club

January 1, 2016

7:30 a.m. – 10:30 a.m.

Lawn B/University of Phoenix Stadium/Glendale, AZ

Draft Date: 10-6-15



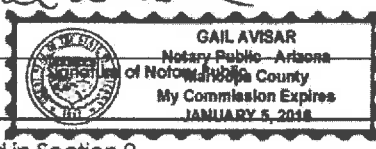
**SECTION 13** To be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

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

x [Signature] Exec. Director 10/22/15 480 352 0741  
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 22nd October 2015  
Day Month Year  
State Arizona County of maricopa

My Commission Expires on: 01/05/16  
Date



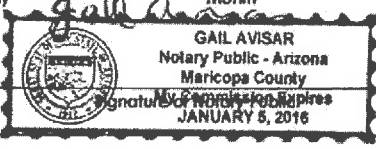
**SECTION 14** This section is to be completed only by the applicant named in Section 9.

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

x [Signature] Dir. of Events 10/22/15  
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 22nd October 2015  
Day Month Year  
State Arizona County of maricopa

My Commission Expires on: 01/05/16  
Date



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

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

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

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

**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.

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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.

15-210

# GLENDALE POLICE DEPARTMENT

## Liquor Application Worksheet

Date: 10-29-15

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

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

Application Type: **New License**

Definition: New license

Business Name: **Arizona Sports Foundation dba Fiesta Bowl**

Business Address: **7135 E. Camelback Rd. Suite 190 (Event at U of P Stadium - Great Lawn)**

### Applicant/s Information

Name: **Hayden, Nathaniel T.**

Name:

Name:

Name:

### Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 10/29/2014	Other Suites	New ownership call history beginning:
Liquor Related	3		
Vice Related			
Drug Related			
Fights / Assaults	42		
Robberies			
Burglary / Theft	45		
911 calls	5		
Trespassing	14		
Accidents	16		
Fraud / Forgery	31		
Threats			
Criminal damage	9		
Other non-criminal*	59		
Other criminal	25		
<b>Total calls for service</b>	<b>249</b>	<b>N/A</b>	<b>N/A</b>

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

**GLENDALE POLICE DEPARTMENT**  
Liquor Application Worksheet

**Applicant Background Synopsis:**

All proceeds from this event go to the Arizona Sports Foundation (dba Fiesta Bowl).

Event is scheduled for 01-01-16 (Fri) Fiesta Bowl Fan Fest - Great Lawn.

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>10-30-15</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>[Signature]</u>	<u>11-2-15</u>

15-211

# GLENDALE POLICE DEPARTMENT

## Liquor Application Worksheet

Date: 10-29-15

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

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

Application Type: **New License**

Definition: New license

Business Name: **Arizona Sports Foundation dba Fiesta Bowl**

Business Address: **7135 E. Camelback Rd. Suite 190 (Event at U of P Stadium - Lawn B)**

### Applicant/s Information

Name: **Hayden, Nathaniel T.**

Name:

Name:

Name:

### Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 10/29/2014	Other Suites	New ownership call history beginning:
Liquor Related	3		
Vice Related			
Drug Related			
Fights / Assaults	42		
Robberies			
Burglary / Theft	45		
911 calls	5		
Trespassing	14		
Accidents	16		
Fraud / Forgery	31		
Threats			
Criminal damage	9		
Other non-criminal*	59		
Other criminal	25		
<b>Total calls for service</b>	<b>249</b>	<b>N/A</b>	<b>N/A</b>

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

**GLENDALE POLICE DEPARTMENT**  
Liquor Application Worksheet

**Applicant Background Synopsis:**

All proceeds from this event go to the Arizona Sports Foundation (dba Fiesta Bowl).

Event is scheduled for 01-01-16 (Fri) Fiesta Bowl / APS Stadium Club - Lawn B.

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>10-30-15</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>R. S. - J. W.</u>	<u>11-2-15</u>



## Legislation Description

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**File #: 15-761, Version: 1**

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**APPROVE SPECIAL EVENT LIQUOR LICENSE, GLENDALE ARTS COUNCIL**

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

**Purpose and Recommended Action**

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a special event liquor license for the Glendale Arts Council, submitted by Janet Case Wandrey. 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 8, 2016, from 7 p.m. to 9 p.m. The purpose of this special event liquor license is for fundraising at the annual art exhibition.

**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 DLIC USE ONLY

Event date(s):

Event time start/end:

### APPLICATION FOR SPECIAL EVENT LICENSE

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

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

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

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

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

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

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

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

Name of Business

License Number

Phone (include Area Code)

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

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

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

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

**SECTION 7** Location of the Event: Sahvaro Ranch Park - Fruit Packing House  
Address of Location: 9802 N 59th Ave Glendale AZ 85302  
Street City County/State Zip

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

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

1. Applicant: Wandrey Janet Case [REDACTED]  
Last First Middle Date of Birth

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

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

4. Applicant's email address: [REDACTED]

10/17/14

**SECTION 10**

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

2. How many special event licenses have been issued to this location this year? 0 1 for January 2015 event  
 (The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

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

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

Name Glendale Arts Council Percentage 100%  
 Address PO BOX 428 Glendale, AZ 85311  
Street City State Zip

Name \_\_\_\_\_ Percentage \_\_\_\_\_  
 Address \_\_\_\_\_  
Street City State Zip

5. Please read A.R.S. §4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.  
**Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.**  
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

6. What type of security and control measures will you take to prevent violations of liquor laws at this event?  
 (List type and number of police/security personnel and type of fencing or control barriers, if applicable.)  
0 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** Date(s) and Hours of Event. May not exceed 10 consecutive days.  
 See A.R.S. §4-244(15) and (17) for legal hours of service.

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>1-8-16</u>	<u>Friday</u>	<u>7:00pm</u>	<u>9:00pm</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

Section 12

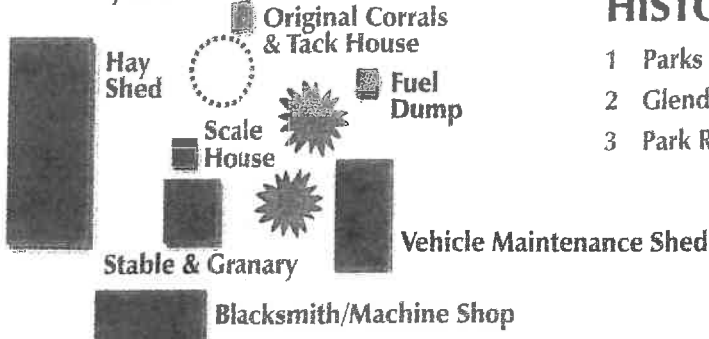
# SAHUARO RANCH PARK HISTORIC AREA MAP

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

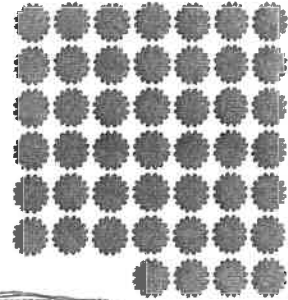


Not to scale.

## Barnyard



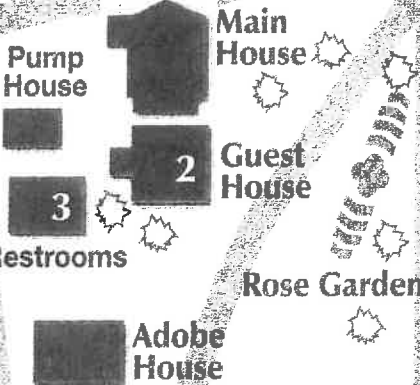
## Orchards



West Parking Lot

East Parking Lot

59th Avenue



Rose Garden

Entry Driveway

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

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

X Janet Case Waudrey (Signature) EXHIBITION CHAIRPERSON Title/ Position 11-4-15 Date 623-561-8526 Phone #

The foregoing instrument was acknowledged before me this 3 Day 11 Month 2015 Year  
State AZ County of MARICOPA

My Commission Expires on: Jan 31 2019 Date

Bryan E. Turner Signature of Notary Public



**BRYAN E. TURNER**  
Notary Public - State of Arizona  
MARICOPA COUNTY  
My Commission Expires  
January 31, 2019

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

I, JANET CASE WAUDREY (Print full name) 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 Janet Case Waudrey (Signature) EXHIBITION CHAIRPERSON Title/ Position 11-4-15 Date 623-561-8526 Phone #

The foregoing instrument was acknowledged before me this 3 Day NOV Month 2015 Year

State AZ County of MARICOPA

My Commission Expires on: Jan 31 2019 Date

Bryan E. Turner Signature of Notary Public



**BRYAN E. TURNER**  
Notary Public - State of Arizona  
MARICOPA COUNTY  
My Commission Expires  
January 31, 2019

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

**SECTION 15** Local Governing Body Approval Section

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

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

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

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

15-221

# GLENDALE POLICE DEPARTMENT

## Liquor Application Worksheet

Date: 11-11-15

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

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

Application Type: **New License**

Definition: New license

Business Name: **Glendale Arts Council**

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

### Applicant/s Information

Name: **Wandrey, Janet C.**

Name:

Name:

Name:

### Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 11/11/2014	Other Suites	New ownership call history beginning:
Liquor Related	1		
Vice Related			
Drug Related	2		
Fights / Assaults	2		
Robberies			
Burglary / Theft	9		
911 calls			
Trespassing	3		
Accidents	2		
Fraud / Forgery			
Threats	2		
Criminal damage	2		
Other non-criminal*	68		
Other criminal	3		
<b>Total calls for service</b>	<b>94</b>	<b>N/A</b>	<b>N/A</b>

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

**GLENDALE POLICE DEPARTMENT**  
Liquor Application Worksheet

**Applicant Background Synopsis:**

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

**Current License Holder:**

N/A

**Location History:**

No significant Calls for Service history at this location.

**Special Concerns:**

None found.

**Background investigation complete:**

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>11-11-15</u>
Chief of Police or designee	<u>ASST-CHIEF / MAT LIVEN</u>	<u>11-12-15</u>



## Legislation Description

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**File #: 15-762, Version: 1**

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**APPROVE SPECIAL EVENT LIQUOR LICENSE, COLLEGE FOOTBALL PLAYOFF FOUNDATION**

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

**Purpose and Recommended Action**

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a special event liquor license for the College Football Playoff Foundation, submitted by Britton Barnes Banowsky. The event will be held on the Great Lawn and Orange Lot at the University of Phoenix Stadium located at 1 North Cardinals Drive on Monday, January 11, 2016, from 11 a.m. to 6 p.m. The purpose of this special event liquor license is for fundraising at the College Football Playoff Championship Game.

**Background Summary**

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

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



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

FOR DLIC USE ONLY	
Event Date(s):	
Event time start/end:	
CSR:	
Licenses:	

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

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

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

**SECTION 1** Name of Organization: College Football Playoff Foundation

**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

Name of Business	License Number	Phone (include Area Code)

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

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

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

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

**SECTION 7** Location of the Event: UNIVERSITY of PHOENIX STADIUM LAWN & ORANGE LOT  
 Address of Location: 1 CARDINALS DR GLendale Maricopa AZ  
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: Banowsky Britton BARNES [REDACTED]  
Last First Middle Date of Birth

2. Applicant's mailing address: 545 E. John Carpenter Frwy Irving, TX 75062  
Street City State Zip

3. Applicant's home/cell phone: [REDACTED] Applicant's business phone: (469) 262-5215

4. Applicant's email address: [REDACTED]



**SECTION 10**

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?  
 Yes  No (If yes, attach explanation.)
2. How many special event licenses have been issued to this location this year? 2016-0  
 (The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)
3. Is the organization using the services of a promoter or other person to manage the event?  Yes  No  
 (If yes, attach a copy of the agreement.)
4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name College Football Playoff Foundation Percentage: 25%  
 Address 545 E. John Carpenter Frwy Irving, TX 75062  
Street City State Zip

Name M CULINARY CONCEPTS Percentage: 75%  
 Address 20645 N 28th St PHOENIX AZ 85050  
Street City State Zip

5. Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.  
**Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.**  
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

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

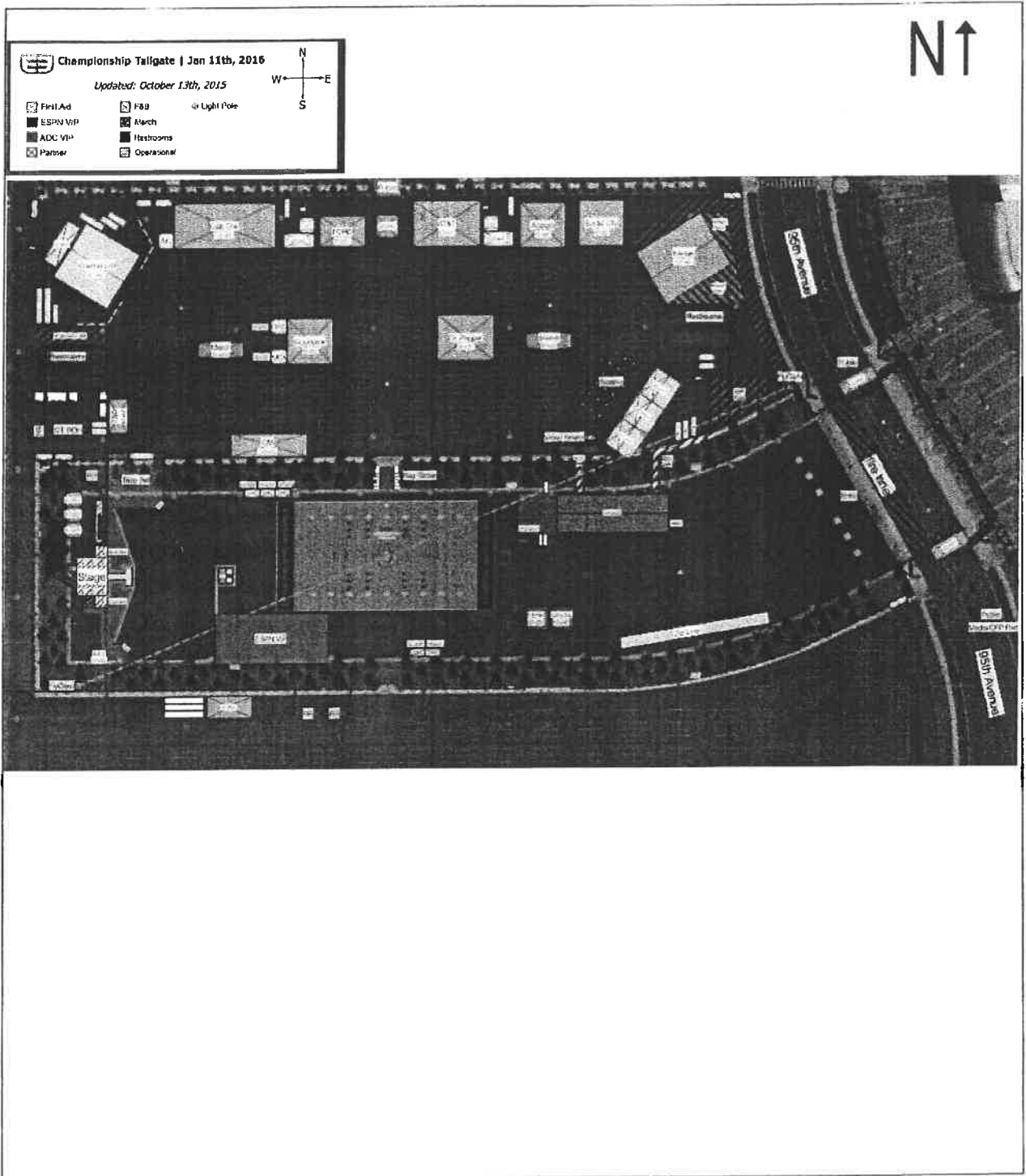
11 Number of Police 115 Number of Security Personnel  Fencing  Barriers

Explanation: Fully Fenced FOOTPRINT WITH ENTRY & EXIT CONTROL POINTS

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

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>1-11-16</u>	<u>MONDAY</u>	<u>11:00am</u>	<u>6:00pm</u>
DAY 2:	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
DAY 3:	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
DAY 4:	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
DAY 5:	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
DAY 6:	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
DAY 7:	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
DAY 8:	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
DAY 9:	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
DAY 10:	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

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



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

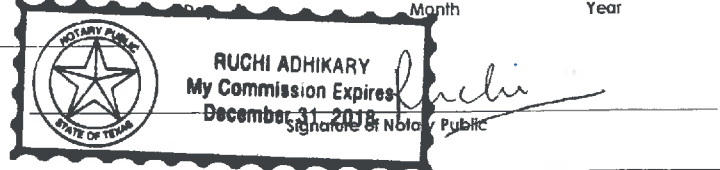
I, Rene Simon declare that I am an OFFICER, DIRECTOR, or CHAIRPERSON  
(Print Full Name)  
appointing the applicant listed in Section 9, to apply on behalf of the foregoing organization for a Special Event  
Liquor License.

X [Signature] Chief Financial Officer October 16, 2015 469/363-5000  
(Signature) Title/Position Date Phone #

The foregoing instrument was acknowledged before me this 16th October 2015  
Day Month Year

State Tx County of Dallas

My Commission Expires on: Dec 31, 2018  
Date



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

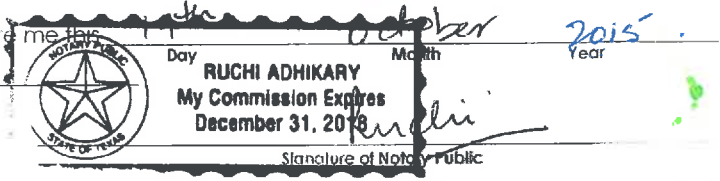
I, Britton Bradowsky declare that I am the APPLICANT filing this application as  
(Print Full Name)  
listed in Section 9. I have read the application and the contents and all statements are true, correct and  
complete.

X [Signature] E.D. 10/19/15 2144158243  
(Signature) Title/Position Date Phone #

The foregoing instrument was acknowledged before me this 19th October 2015  
Day Month Year

State Tx County of Dallas

My Commission Expires on: Dec 31, 2018  
Date



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

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

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

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

**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.

15-219

# GLENDALE POLICE DEPARTMENT

## Liquor Application Worksheet

Date: 11-06-15

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

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

Application Type: **New License**

Definition: New License

Business Name: **College Football Playoff Foundation**

Business Address: **545 E. John Carpenter Frwy. (Event at U of P Stadium - Great Lawn and Orange Lot)**

### Applicant/s Information

Name: **Banowsky, Britton Barnes**

Name:

Name:

Name:

### Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 10/29/2014	Other Suites	New ownership call history beginning:
Liquor Related	3		
Vice Related			
Drug Related			
Fights / Assaults	42		
Robberies			
Burglary / Theft	45		
911 calls	5		
Trespassing	14		
Accidents	16		
Fraud / Forgery	31		
Threats			
Criminal damage	9		
Other non-criminal*	59		
Other criminal	25		
<b>Total calls for service</b>	<b>249</b>	<b>N/A</b>	<b>N/A</b>

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

# GLENDALE POLICE DEPARTMENT

## Liquor Application Worksheet

### Applicant Background Synopsis:

All proceeds from this event go to the College Football Playoff Foundation and M Culinary Concepts.

Event is scheduled for 01-11-16 (Mon) Championship Tailgate - Great Lawn and Orange Lot.

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

### Current License Holder:

N/A

### Location History:

No significant Calls for Service history at this location.

### Special Concerns:

None found

### Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>11-06-15</u>
Chief of Police or designee	<u>ASST. CHIEF Matthew</u>	<u>11-12-15</u>



## Legislation Description

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**File #: 15-763, Version: 1**

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**APPROVE SPECIAL EVENT LIQUOR LICENSES, 100 CLUB OF ARIZONA**

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

**Purpose and Recommended Action**

This is a request for City Council to recommend approval of six special event liquor licenses for the 100 Club of Arizona, submitted by Steve Horrell. These events will be held at the Westgate Entertainment District located at 6751 North Sunset Boulevard. The purpose of these special event liquor licenses is for fundraising at the Fiesta Bowl on December 31, 2015 from 6 p.m. to 1 a.m. and January 1, 2016 from 9 a.m. to 11 p.m.; and at the College Football Playoff Championship Game January 8 through January 11, 2016 from 10 a.m. to 11 p.m.

**Background Summary**

The Westgate Entertainment District is zoned PAD (Planned Area Development) and located in the Yucca District. If these applications are approved, the total number of special event liquor licenses issued at these locations will be 12 of the allowed 12 per calendar year in 2015 and two of the allowed 12 per calendar year in 2016 for the WaterDance Plaza and one of the allowed 12 per calendar year in 2016 at the Fountain Park, Lot R, Lot 3, and Lot 4. Under the provisions of A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if the Council recommends approval of such license.

The City of Glendale Development Services, Police, and Fire Departments have reviewed these applications and determined that they meet all technical requirements.

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

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

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

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

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

**SECTION 1** Name of Organization: 100 Club of Arizona

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

**SECTION 3** The organization is a: (check one box only)  
 Charitable (501.C)  Fraternal (must have regular membership and have been in existence for over five (5) years)  
 Religious  Civic (Rotary, College Scholarship)  Political Party, Ballot Measure or Campaign Committee

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

Westgate Entertainment District N/A 623 385-7506  
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: Westgate Entertainment District  
Address of Location: 6751 N Sunset Blvd, Suite 333 Glendale, AZ 85305  
Street City County/State Zip

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

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

1. Applicant: Horrell Steve [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: (480) 538 2927

4. Applicant's email address: [REDACTED]

**SECTION 10**

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

2. How many special event licenses have been issued to this location this year? 5  
 (The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

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

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

Name 100 Club of Arizona Percentage 25%  
 Address 333 North 44th St, Suite 100, Phoenix, AZ 85008  
Street City State Zip

Name Westgate Entertainment District Percentage 75%  
 Address 6751 North Sunset Blvd, Suite 333, Glendale, Arizona 85305  
Street City State Zip

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

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

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

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

10-14 Number of Police 25-30 Number of Security Personnel  Fencing  Barriers

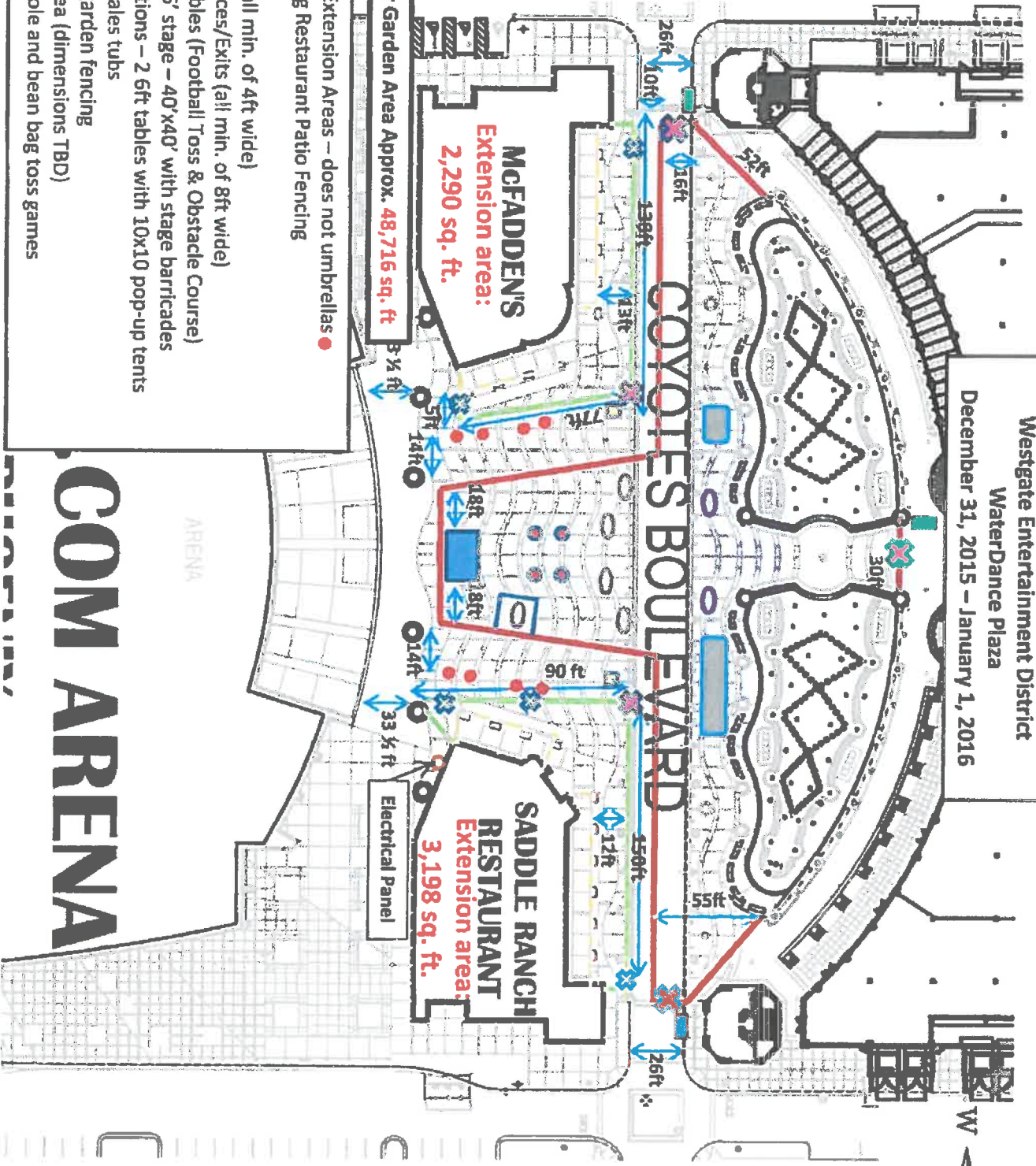
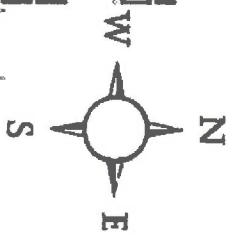
Explanation: Wrist band and ID stations will be set up at all entrances, along with security and police personnel. Bike rack barricades will be used to enclose the beer garden area.

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

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>12/31/15</u>	<u>Thursday</u>	<u>6pm</u>	<u>1am (1/1/16)</u>
DAY 2:	<u>1/1/16</u>	<u>Friday</u>	<u>9am</u>	<u>11pm</u>
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____



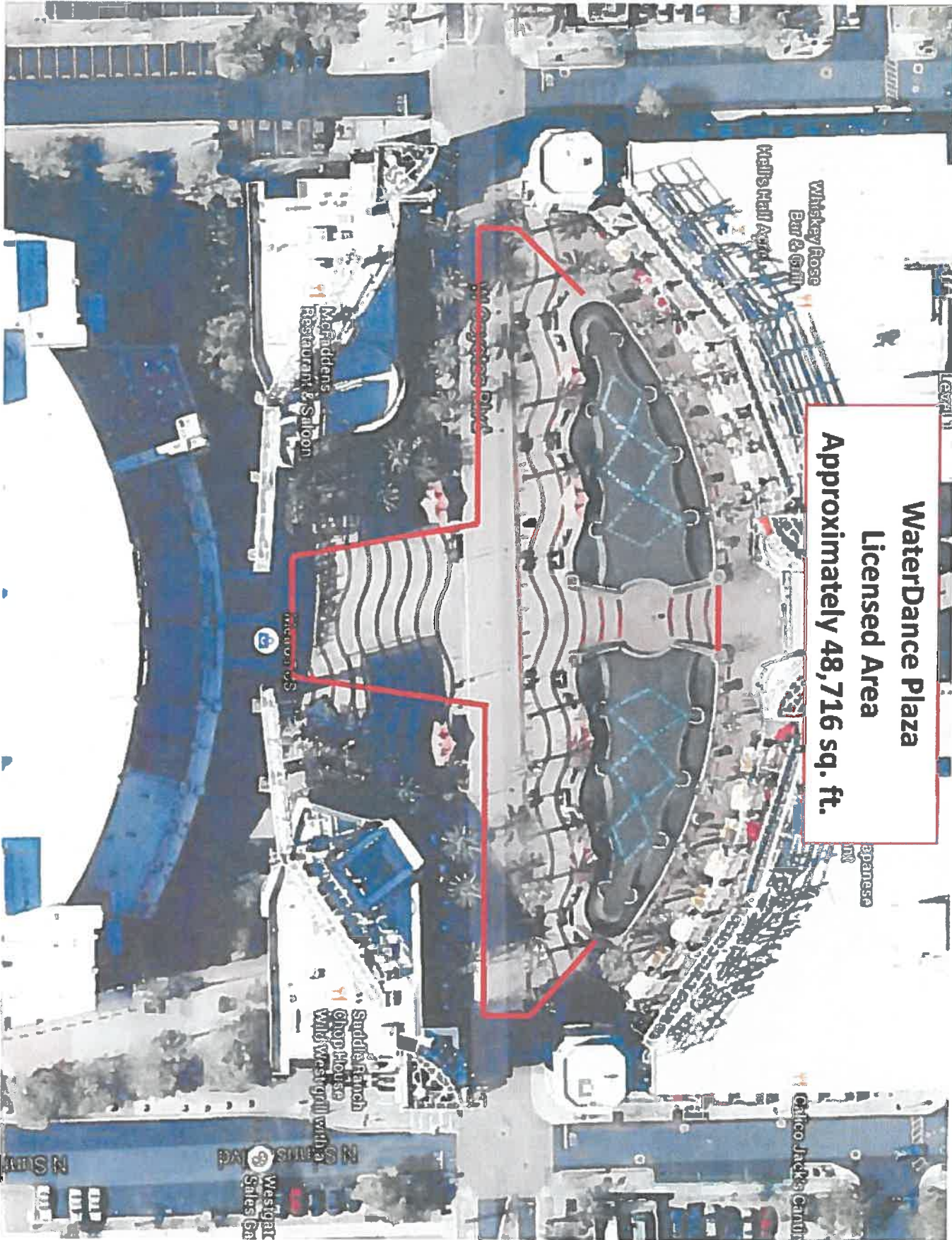
**Fiesta Bowl Site Map**  
**Westgate Entertainment District**  
**WaterDance Plaza**  
 December 31, 2015 – January 1, 2016



- Party Extension Areas – does not umbrellas ●
- Existing Restaurant Patio Fencing
- ATMs
- Exits (all min. of 4ft wide)
- Entrances/Exits (all min. of 8ft wide)
- Inflatables (Football Toss & Obstacle Course)
- 32'x16' stage – 40'x40' with stage barricades
- ID Stations – 2 6ft tables with 10x10 pop-up tents
- Beer sales tubs
- Beer garden fencing
- VIP area (dimensions TBD)
- Cornhole and bean bag toss games

**COM ARENA**

ARENA



**WaterDance Plaza  
Licensed Area  
Approximately 48,716 sq. ft.**

Whiskey Rose  
Bar & Grill

McIntidens  
Restaurant & Saloon

Saddle Ranch  
Chop House  
Wild West Grill

Japanese

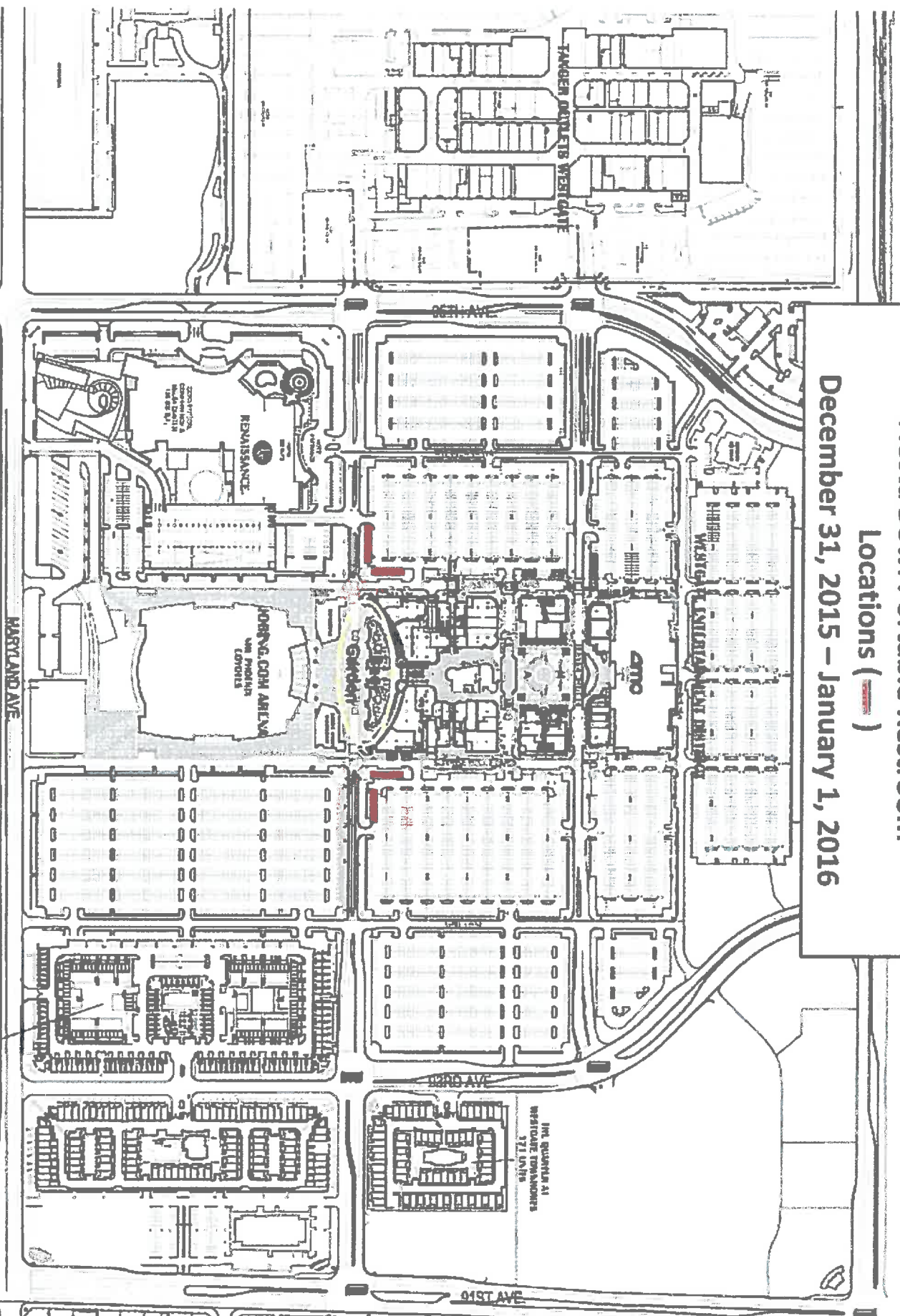
Calico Jack's Cantina

Westgate  
Sales Co

# Fiesta Bowl Portable Restroom

Locations ( — )

December 31, 2015 – January 1, 2016



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

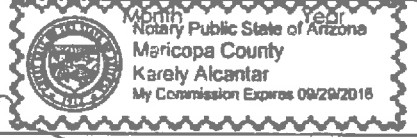
I, Steve Horrell declare that I am an OFFICER, DIRECTOR, or CHAIRPERSON  
(Print full name)

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

x [Signature] President 11/2/2015 602.469.4622  
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 2 November 2015  
Day

State Arizona County of Maricopa



My Commission Expires on: 09/29/2016 [Signature]  
Date Signature of Notary Public

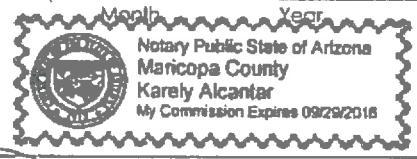
**SECTION 14** This section is to be completed only by the applicant named in Section 9.

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

x [Signature] Board of Directors President 11/2/15 602.469.4622  
(Signature) Title/ Position Date Phone #

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State Arizona County of Maricopa



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

**SECTION 15** Local Governing Body Approval Section

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

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

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

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

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

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

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

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**SECTION 1** Name of Organization: 100 Club of Arizona

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

**SECTION 3** The organization is a: (check one box only)  
 Charitable (501.C)  Fraternal (must have regular membership and have been in existence for over five (5) years)  
 Religious  Civic (Rotary, College Scholarship)  Political Party, Ballot Measure or Campaign Committee

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

<u>Westgate Entertainment District</u>	<u>N/A</u>	<u>623</u>	<u>385-7506</u>
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
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**SECTION 7** Location of the Event: Westgate Entertainment District  
Address of Location: 8751 N Sunset Blvd, Suite 333 Glendale, AZ 85305

Street	City	County/State	Zip
--------	------	--------------	-----

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

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

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Last First Middle Date of Birth

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2. How many special event licenses have been issued to this location this year? 5  
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4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name 100 Club of Arizona Percentage 25%  
 Address 333 North 44th St, Suite 100, Phoenix, AZ 85008  
Street City State Zip

Name Westgate Entertainment District Percentage 75%  
 Address 6751 North Sunset Blvd, Suite 333, Glendale, Arizona 85305  
Street City State Zip

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

**Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.**  
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6. What type of security and control measures will you take to prevent violations of liquor laws at this event?  
 (List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

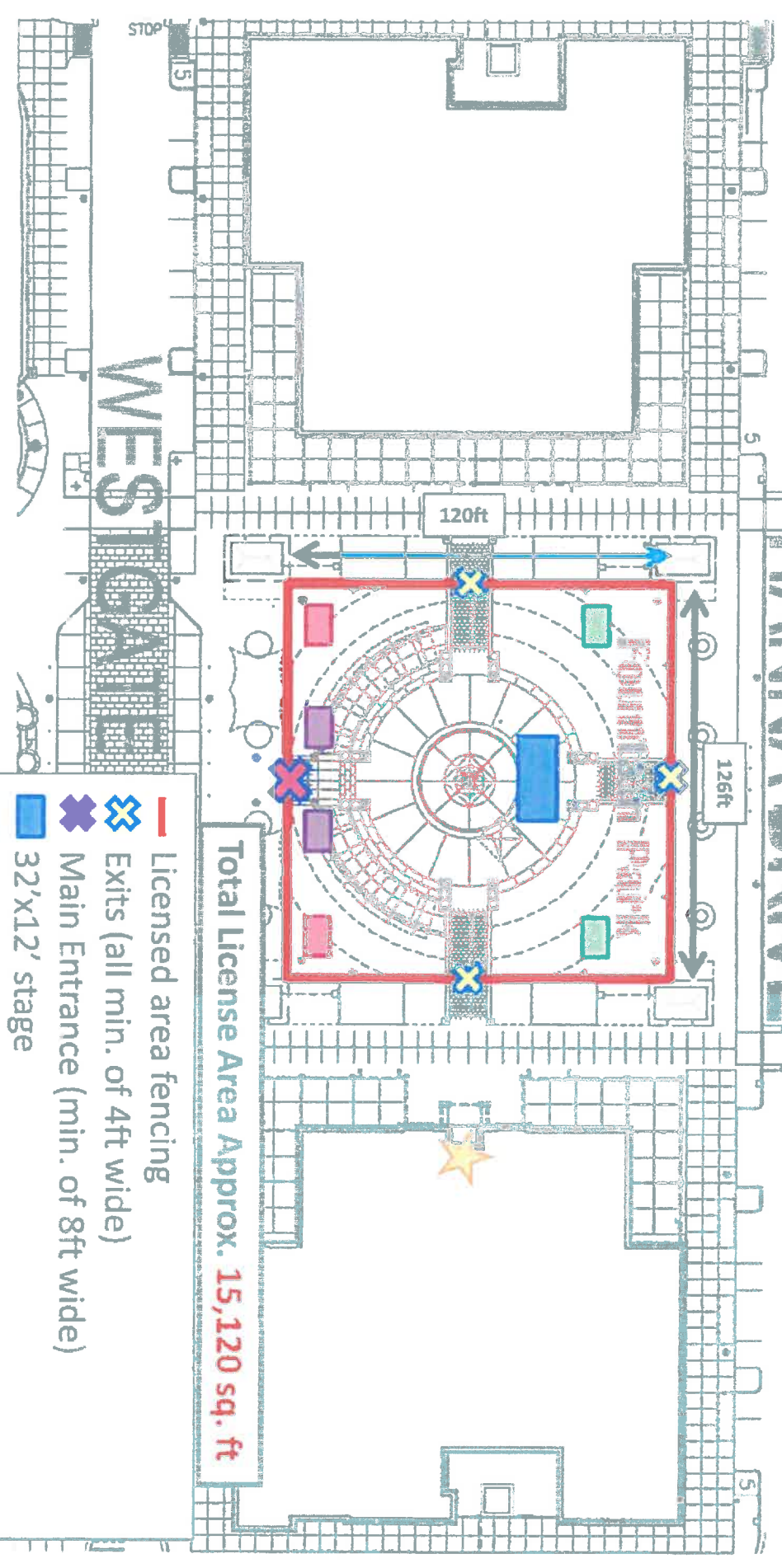
5-15 Number of Police 5-15 Number of Security Personnel  Fencing  Barriers

Explanation: Wrist band and ID stations will be set up at all entrances, along with security and police personnel. Bike rack barricades and chain link fence will be used to enclose the licensed area.

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

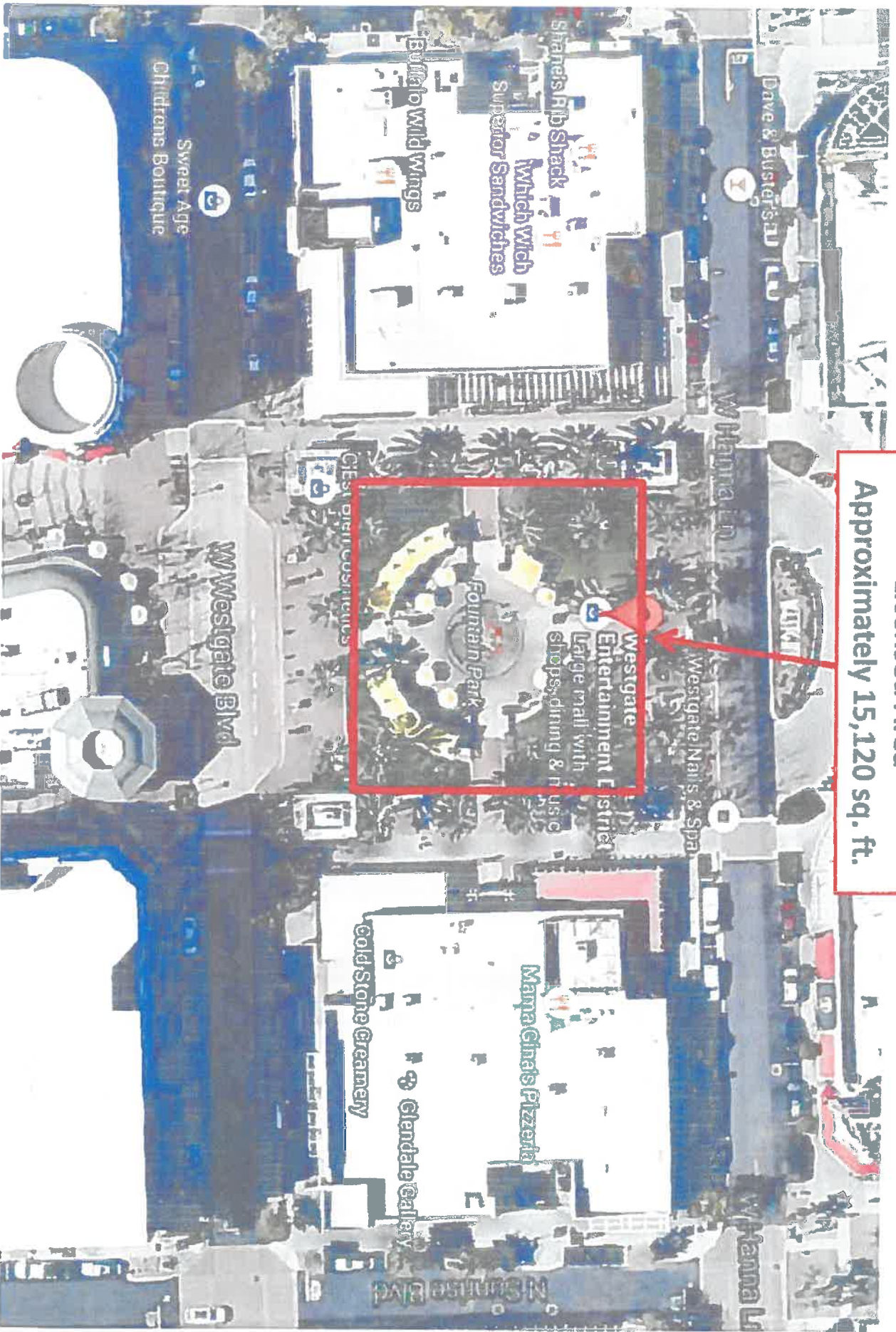
	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>1/8/16</u>	<u>Friday</u>	<u>10am</u>	<u>11pm</u>
DAY 2:	<u>1/9/16</u>	<u>Saturday</u>	<u>10am</u>	<u>11pm</u>
DAY 3:	<u>1/10/16</u>	<u>Sunday</u>	<u>10am</u>	<u>11pm</u>
DAY 4:	<u>1/11/16</u>	<u>Monday</u>	<u>10am</u>	<u>11pm</u>
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

CFP Site Map  
 Westgate Entertainment District  
 Fountain Park  
 January 8 – 11, 2016



- Licensed area fencing
- ✕ Exits (all min. of 4ft wide)
- ✕ Main Entrance (min. of 8ft wide)
- 32'x12' stage
- Food Vendors (approx. 25'x10' each)
- Bar (approx. 20'x20')
- ID Stations (approx. 10'x10' footprint each)
- ★ Restrooms

Total License Area Approx. **15,120 sq. ft**



**Fountain Park  
Licensed Area  
Approximately 15,120 sq. ft.**



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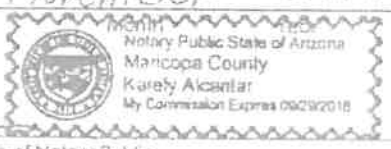
I, Steve Horrell declare that I am an OFFICER, DIRECTOR, or CHAIRPERSON  
(Print full name)  
appointing the applicant listed in Section 9, to apply on behalf of the foregoing organization for a Special Event

Liquor License

X Steve Horrell President 11/2/2015 602-469-4622  
(Signature) Title/Position Date Phone #

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

My Commission Expires on: 09/29/2016  
Date  
Karoly  
Signature of Notary Public



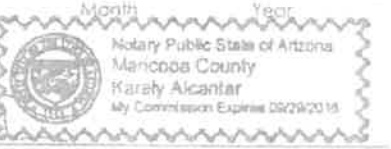
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(Print full name)  
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(Signature) Title/Position Date Phone #

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(government official) (Title)

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

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

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Westgate Entertainment District N/A 623 385-7506  
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Street City County/State Zip

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Last First Middle Date of Birth

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Name 100 Club of Arizona Percentage 25%  
 Address 333 North 44th St, Suite 100, Phoenix, AZ 85008  
Street City State Zip

Name Westgate Entertainment District Percentage 75%  
 Address 6751 North Sunset Blvd, Suite 333, Glendale, Arizona 85305  
Street City State Zip

5. Please read A.R.S. §4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.  
**Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.**  
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

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

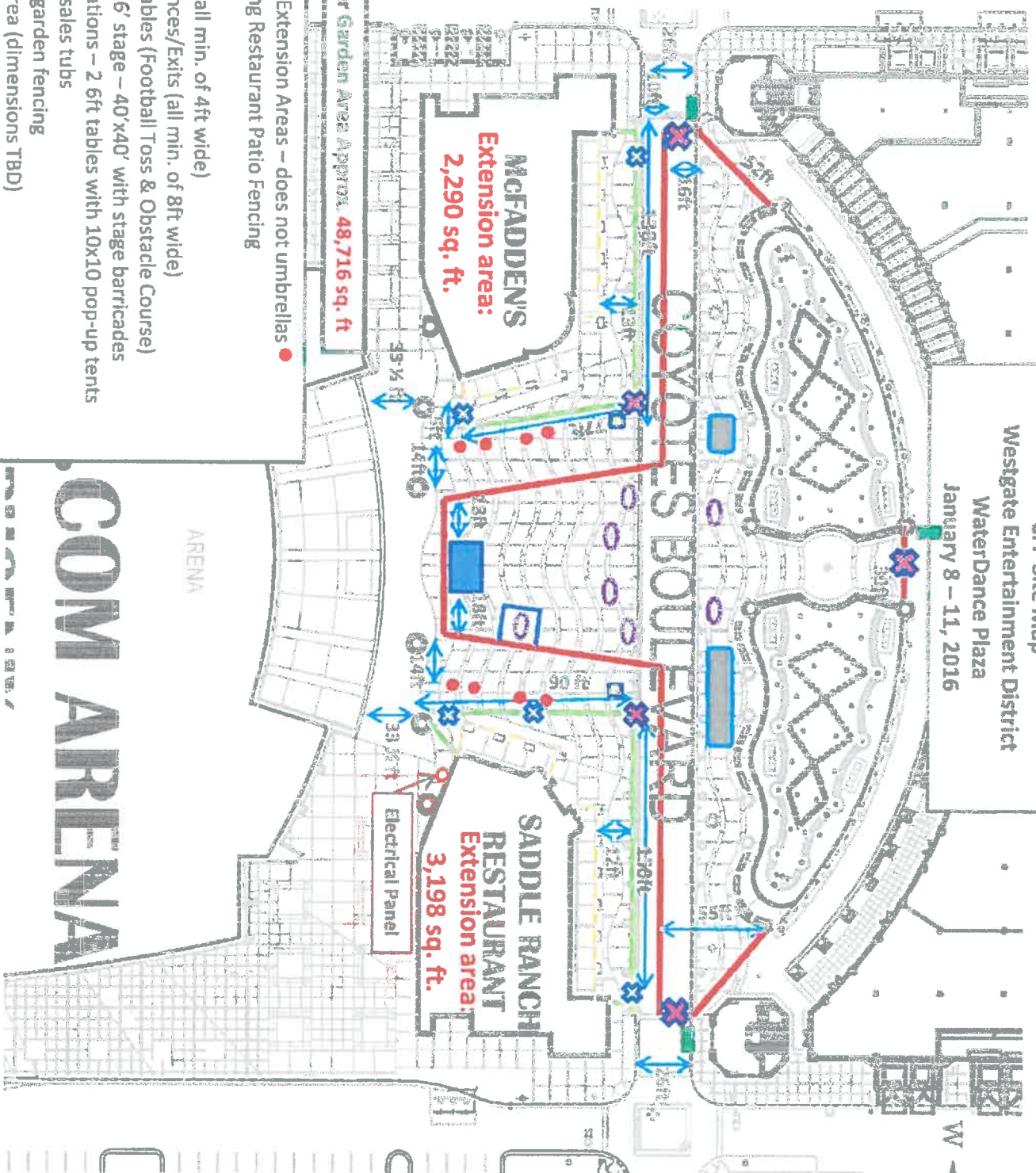
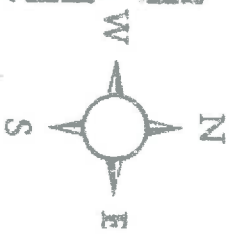
10-14 Number of Police 25-30 Number of Security Personnel  Fencing  Barriers

Explanation: Wrist band and ID stations will be set up at all entrances, along with security and police personnel. Bike rack barricades will be used to enclose the beer garden area.

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

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>1/8/16</u>	<u>Friday</u>	<u>10am</u>	<u>11pm</u>
DAY 2:	<u>1/9/16</u>	<u>Saturday</u>	<u>10am</u>	<u>11pm</u>
DAY 3:	<u>1/10/16</u>	<u>Sunday</u>	<u>10am</u>	<u>11pm</u>
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DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

**CFP Site Map**  
 Westgate Entertainment District  
 WaterDance Plaza  
 January 8 – 11, 2016



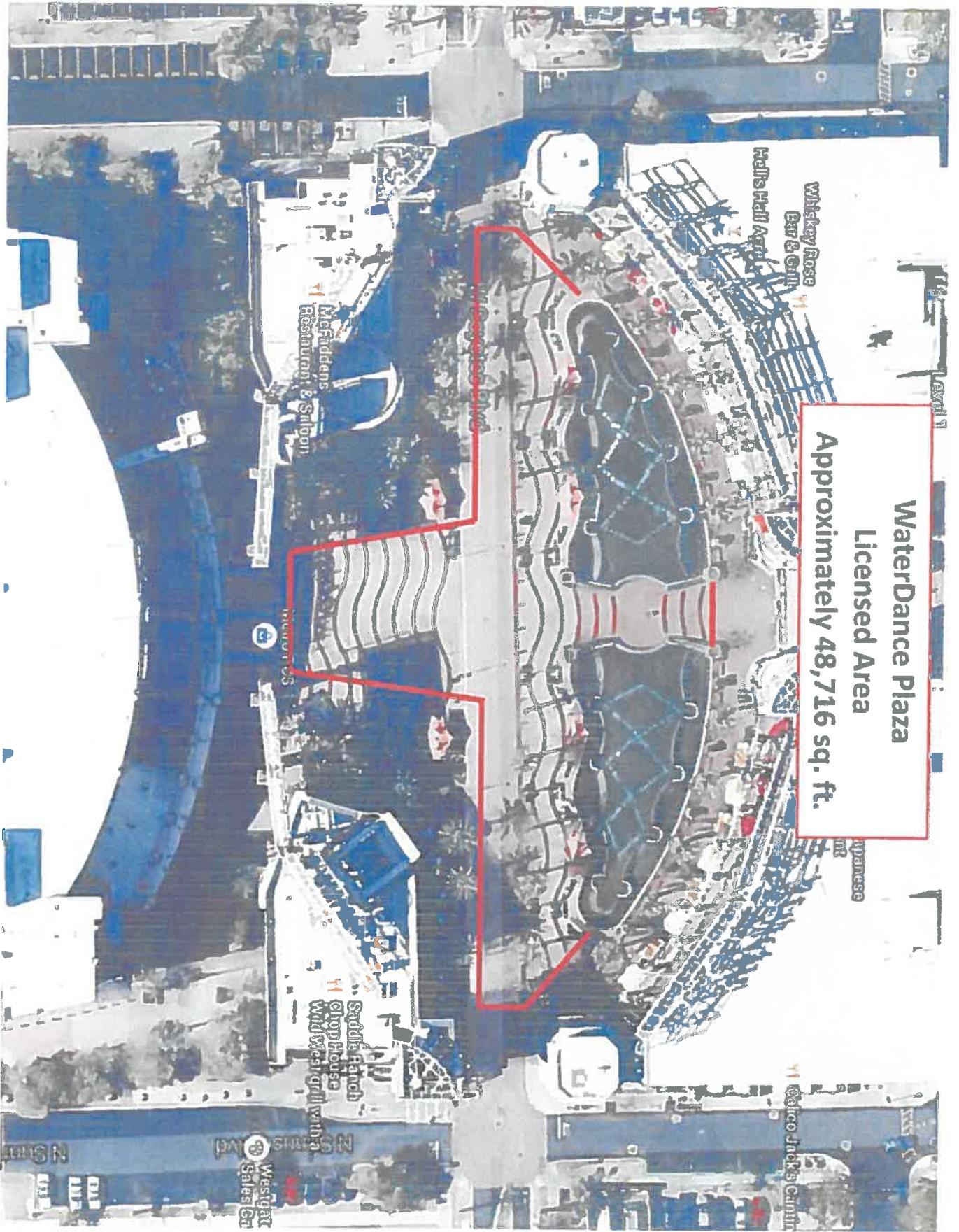
**McFADDENS**  
 Extension area:  
 2,290 sq. ft.

**SADDLE RANCH RESTAURANT**  
 Extension area:  
 3,198 sq. ft.

**Total Beer Garden Area Approx: 48,716 sq. ft.**

- Party Extension Areas – does not include umbrellas ●
- Existing Restaurant Patio Fencing
- ATMs
- Exits (all min. of 4ft wide)
- Entrances/Exits (all min. of 8ft wide)
- Inflatables (Football Toss & Obstacle Course)
- 32'x16' stage – 40'x40' with stage barricades
- ID Stations – 2 6ft tables with 10x10 pop-up tents
- Beer sales tubs
- Beer garden fencing
- VIP area (dimensions TBD)

**COM ARENA**



**WaterDance Plaza**  
**Licensed Area**  
**Approximately 48,716 sq. ft.**

Whiskey Rose Bar & Grill

Hell's Half Acre

McFadden's Restaurant & Saloon

Mexico's Finest

Saddle Ranch Elton House Wild West Grill

Japanese

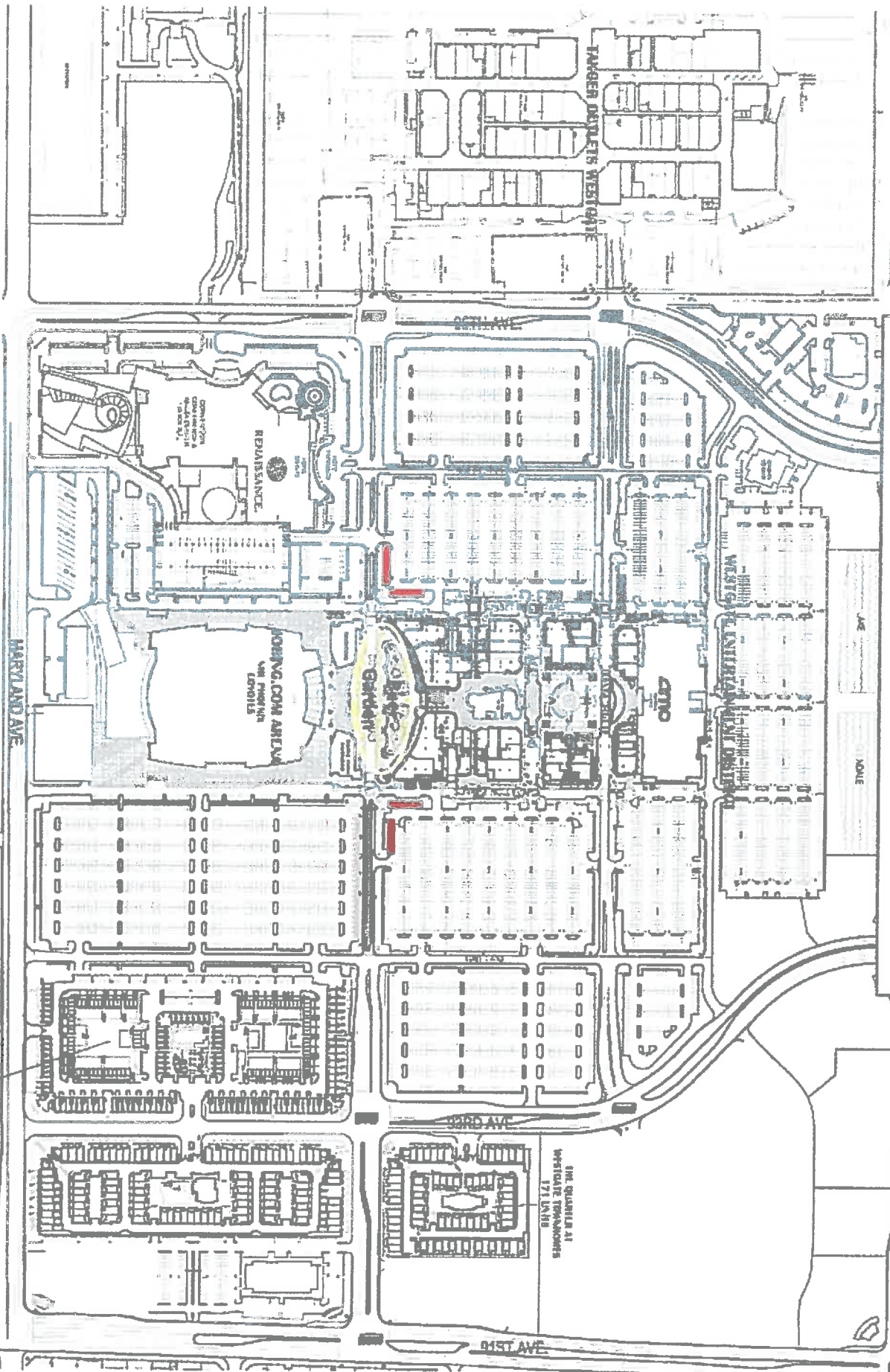
Cajun Jack's Cantina

Westcott Sales Co

N.S. Smiths Ltd

N.S. Smiths Ltd

CFP Portable Restroom Locations ( — )  
January 8 – 11, 2016



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

I, Steve Horrell declare that I am an OFFICER, DIRECTOR, or CHAIRPERSON  
(Print full name)

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

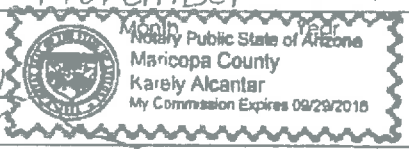
X [Signature] President 11/2/15 (602)469-4622  
(Signature) Title/ Position Date Phone #

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

State Arizona County of Maricopa

My Commission Expires on: 09/29/2016  
Date

[Signature]  
Signature of Notary Public



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

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

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

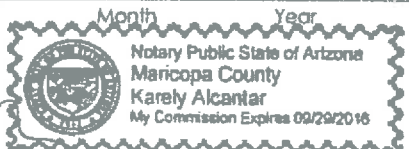
X [Signature] Board of Directors President 11/2/15 602.469.4622  
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[Signature]  
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**SECTION 15** Local Governing Body Approval Section

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

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

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

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

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: \_\_\_\_\_

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

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

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

**SECTION 1** Name of Organization: 100 Club of Arizona

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

**SECTION 3** The organization is a: (check one box only)  
 Charitable (501.C)  Fraternal (must have regular membership and have been in existence for over five (5) years)  
 Religious  Civic (Rotary, College Scholarship)  Political Party, Ballot Measure or Campaign Committee

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

Westgate Entertainment District N/A 623 385-7506  
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: Westgate Entertainment District  
Address of Location: 8751 N Sunset Blvd, Suite 333 Glendale, AZ 85305  
Street City County/State Zip

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

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

1. Applicant: Horrell Steve [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: (480) 538 2927
4. Applicant's email address: [REDACTED]



**SECTION 10**

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

2. How many special event licenses have been issued to this location this year? 5  
 (The number cannot exceed 12 events per year, exceptions under A.R.S. §4-203.02(D).)

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 (List type and number of police/security personnel and type of fencing or control barriers, if applicable.)  
10-15 Number of Police 10-15 Number of Security Personnel  Fencing  Barriers

Explanation: Wrist band and ID stations will be set up at Main Entrance, along with security and police personnel. Bike rack barricades and chain link fence will be used to enclose the licensed area.

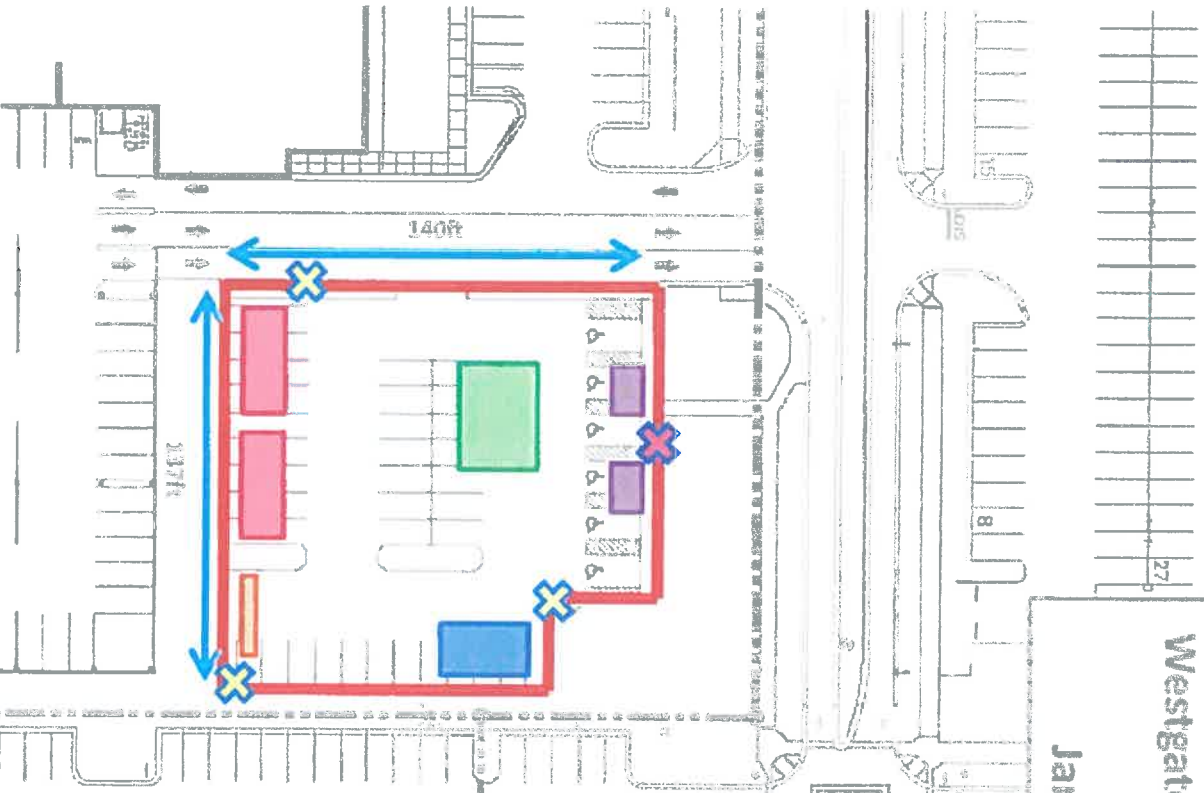
**SECTION 11** Date(s) and Hours of Event. May not exceed 10 consecutive days.  
 See A.R.S. §4-244(15) and (17) for legal hours of service.









	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
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DAY 8:	_____	_____	_____	_____
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# CFP Site Map

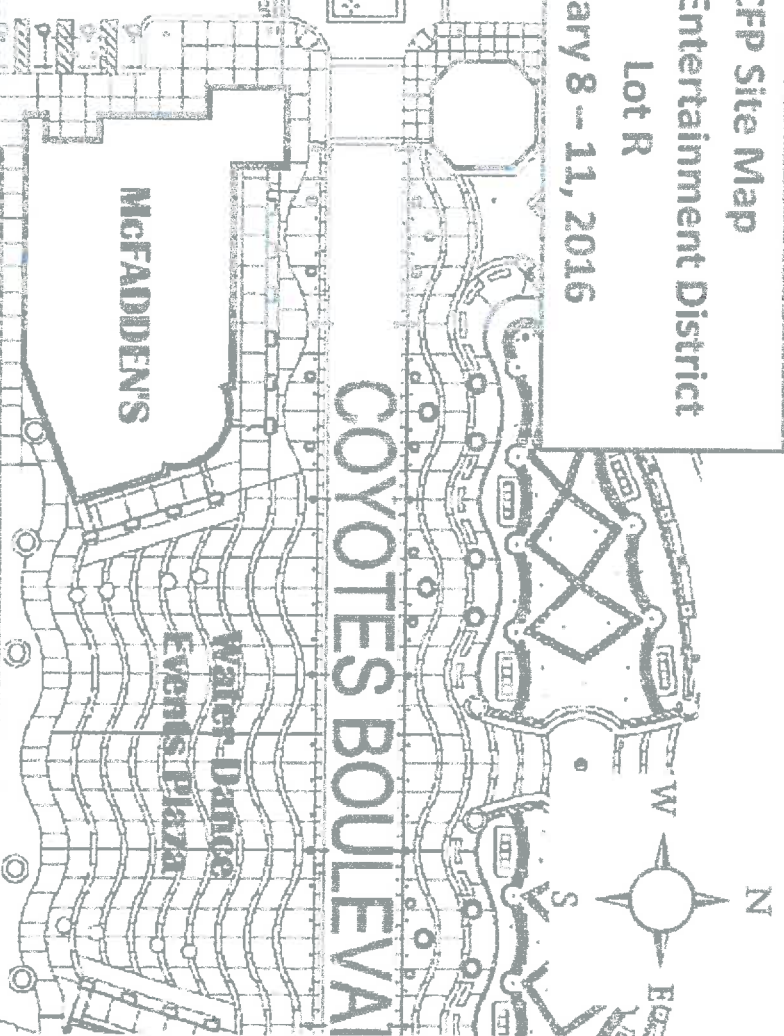
## Westgate Entertainment District Lot R

January 8 -- 11, 2016

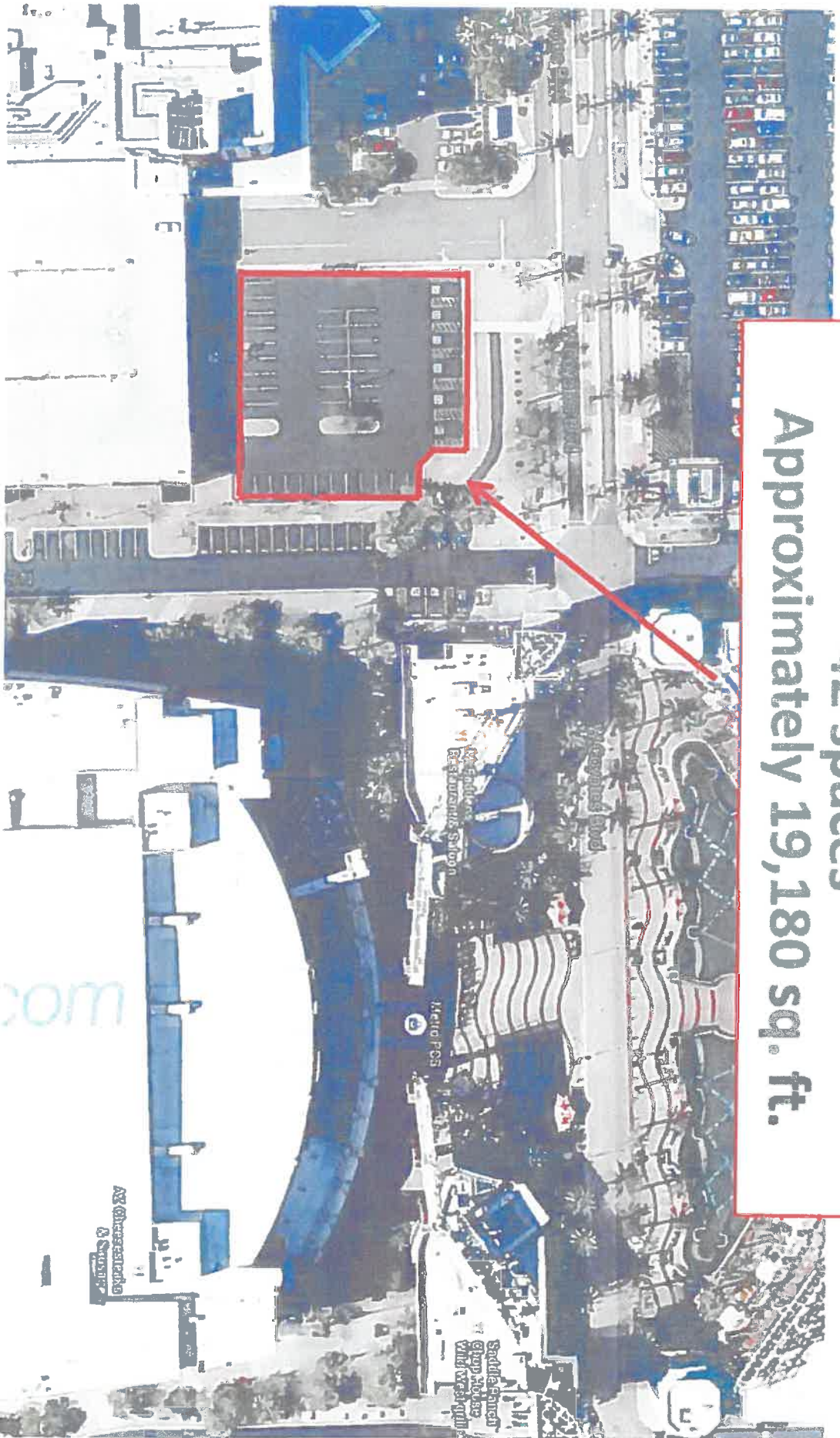


-  Licensed area fencing
-  Exits (all min. of 4ft wide)
-  Main Entrance (min. of 8ft wide)
-  32'x12' stage
-  Food Vendors (approx. 25'x10' each)
-  Bar (approx. 20'x20')
-  ID Stations (approx. 10'x10' footprint each)
-  Portable Restrooms

Total license Area Approx. **19,180 sq. ft.**



**Lot R**  
**42 spaces**  
**Approximately 19,180 sq. ft.**



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I, Steve Horrell declare that I am an OFFICER, DIRECTOR, or CHAIRPERSON  
(Print full name)  
appointing the applicant listed in Section 9, to apply on behalf of the foregoing organization for a Special Event  
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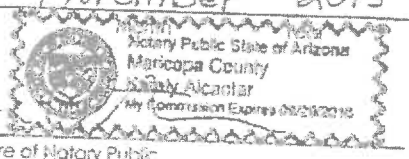
X Steve Horrell President 11/2/15 (602) 469-4622  
(Signature) Title/Position Date Phone #

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

State Arizona County of Maricopa

My Commission Expires on: 09/29/2016  
Date

Ka  
Signature of Notary Public



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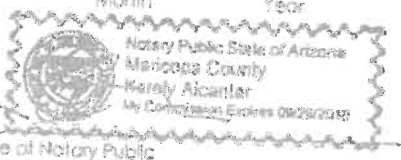
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\_\_\_\_\_ recommend  APPROVAL  DISAPPROVAL  
(government official) (Title)

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

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

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

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

FOR DLLC USE ONLY

Event date(s):

Event time start/end:

**APPLICATION FOR SPECIAL EVENT LICENSE**

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

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

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- Yes  No

Westgate Entertainment District

N/A

623 385-7506

Name of Business

License Number

Phone (include Area Code)

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Street

City

County/State

Zip

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**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: Horrell Steve [REDACTED]  
Last First Middle Date of Birth

2. Applicant's mailing address: [REDACTED]  
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3. Applicant's home/cell phone: [REDACTED] Applicant's business phone: (480) 538 2927

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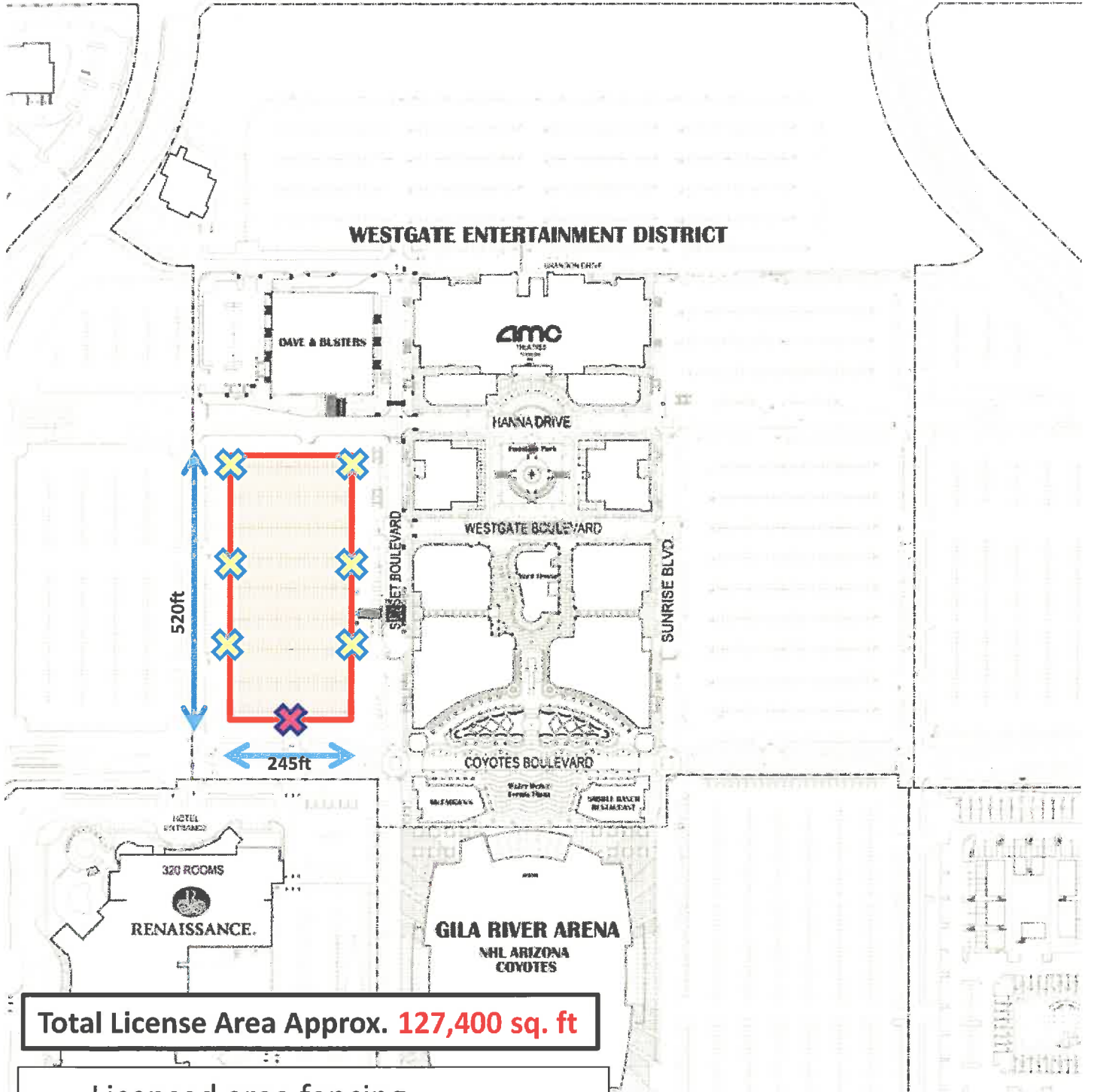
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**CFP Site Map**  
**Westgate Entertainment District**  
**Lot 3**  
**January 8 – 11, 2016**



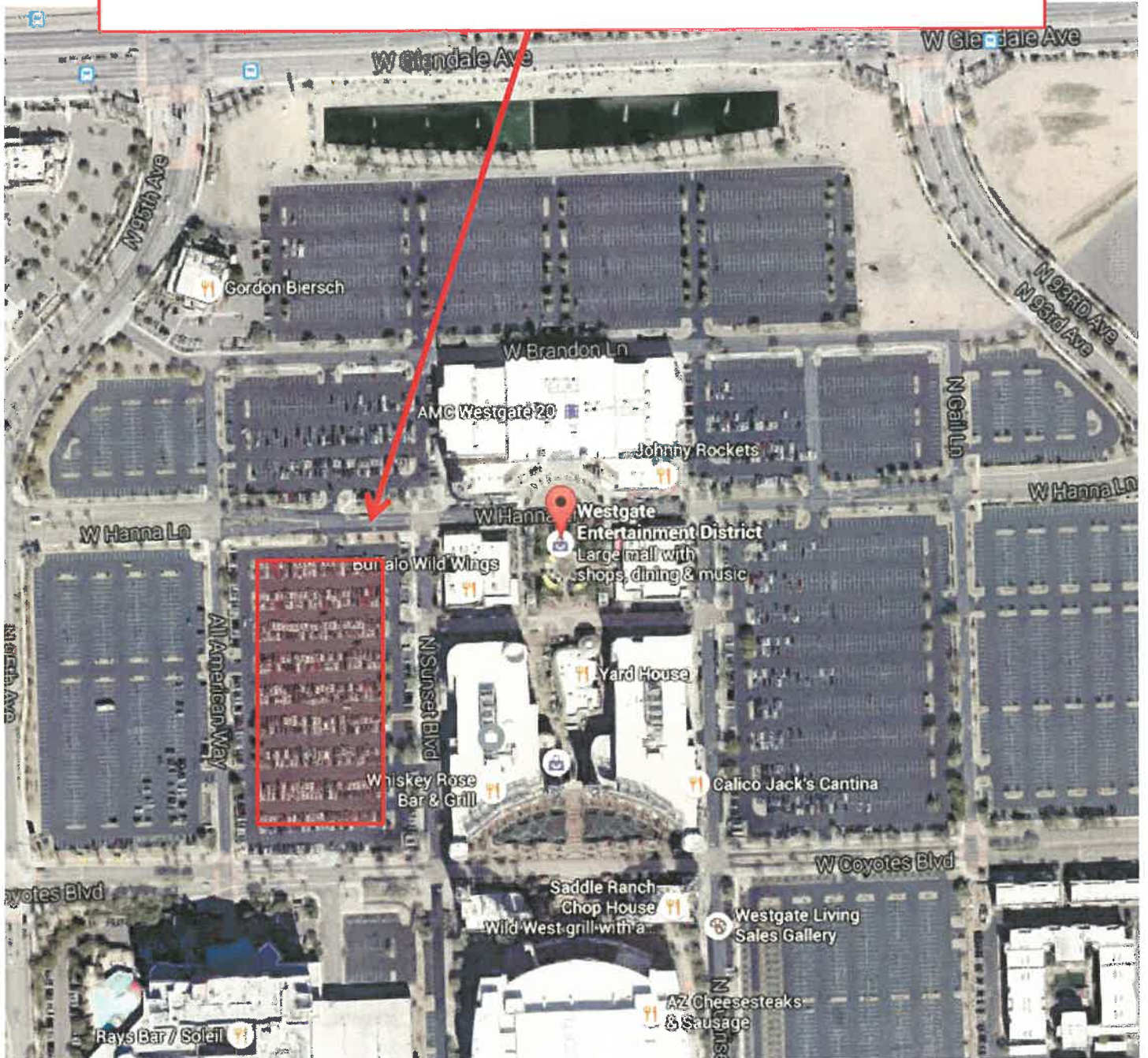
**Total License Area Approx. 127,400 sq. ft**

- Licensed area fencing
- ⊗ Exits (all min. of 4ft wide)
- ⊗ Main Entrance (min. of 8ft wide)



# Lot 3

Approximately 127,400 sq. ft.





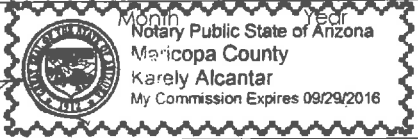
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I, Steve Horrell declare that I am an OFFICER, DIRECTOR, or CHAIRPERSON  
(Print full name)  
 appointing the applicant listed in Section 9, to apply on behalf of the foregoing organization for a Special Event  
 Liquor License.

X Steve Horrell President 11/5/2015 602-466-4622  
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 5 November 2015  
Day Month Year  
 State Arizona County of Maricopa

My Commission Expires on: 09/29/2016  
Date

Karely Alcantar  
Signature of Notary Public  


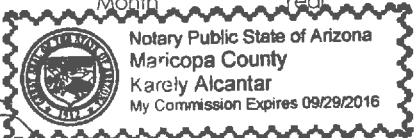
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APPROVAL  DISAPPROVAL BY: \_\_\_\_\_ DATE: \_\_\_\_\_

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

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

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

- Yes  No

Westgate Entertainment District N/A 623 385-7506  
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: Westgate Entertainment District  
Address of Location: 6751 N. Sunset Blvd. Suite 333, Glendale, AZ 85305  
Street City County/State Zip

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

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

1. Applicant: Horrell Steve [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: (480) 538 2927

4. Applicant's email address: [REDACTED]

**SECTION 10**

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?  
 Yes  No (If yes, attach explanation.)
2. How many special event licenses have been issued to this location this year? 5  
 (The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)
3. Is the organization using the services of a promoter or other person to manage the event?  Yes  No  
 (If yes, attach a copy of the agreement.)
4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name 100 Club of Arizona Percentage 25%  
 Address 333 North 44th St, Suite 100, Phoenix, AZ 85008  
Street City State Zip

Name Westgate Entertainment District Percentage 75%  
 Address 6751 North Sunset Blvd, Suite 333, Glendale, Arizona 85305  
Street City State Zip

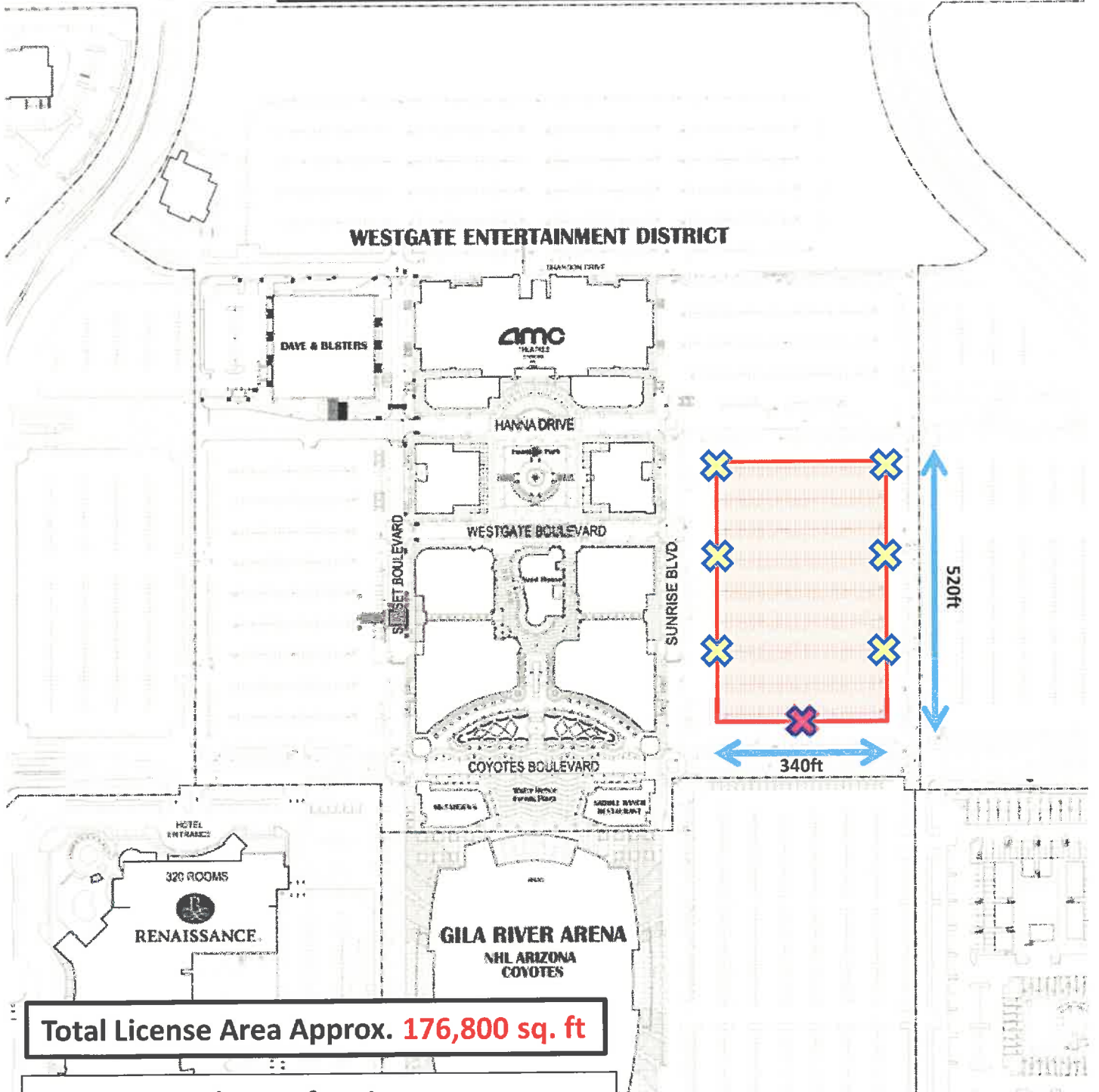
5. Please read A.R.S. §4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.  
**Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.**  
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

6. What type of security and control measures will you take to prevent violations of liquor laws at this event?  
 (List type and number of police/security personnel and type of fencing or control barriers, if applicable.)  
10-15 Number of Police 10-15 Number of Security Personnel  Fencing  Barriers  
 Explanation: Wrist band and ID stations will be set up at Main Entrance, along with security and police personnel. Bike rack barricades and chain link fence will be used to enclose the licensed area.

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

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>1/8/16</u>	<u>Friday</u>	<u>10am</u>	<u>11pm</u>
DAY 2:	<u>1/9/16</u>	<u>Saturday</u>	<u>10am</u>	<u>11pm</u>
DAY 3:	<u>1/10/16</u>	<u>Sunday</u>	<u>10am</u>	<u>11pm</u>
DAY 4:	<u>1/11/16</u>	<u>Monday</u>	<u>10am</u>	<u>11pm</u>
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

**CFP Site Map**  
**Westgate Entertainment District**  
**Lot 4**  
**January 8 – 11, 2016**



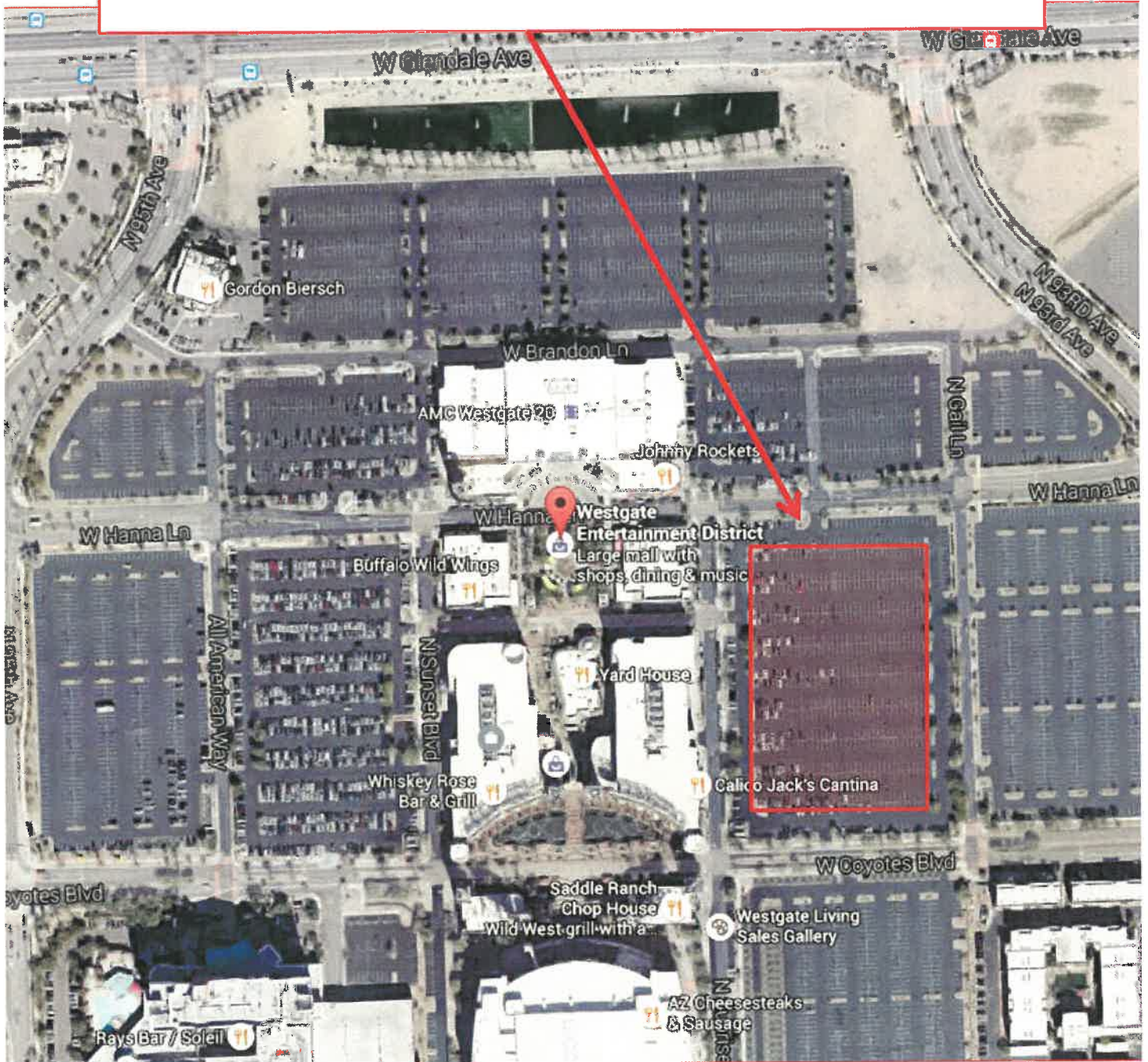
**Total License Area Approx. 176,800 sq. ft**

- Licensed area fencing
- ⊗ Exits (all min. of 4ft wide)
- ⊗ Main Entrance (min. of 8ft wide)



# Lot 4

Approximately 176,800 sq. ft.



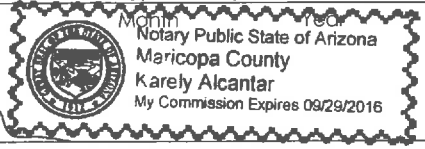
**SECTION 13** This section is to be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

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

X [Signature] President 11/5/2015 602-469-4622  
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 5 November 2015  
Day Month Year  
State Arizona County of Maricopa

My Commission Expires on: 09/29/2016 [Signature]  
Date Signature of Notary Public



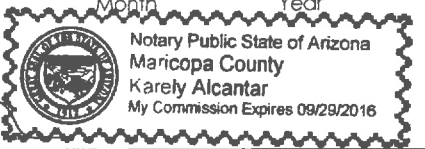
**SECTION 14** This section is to be completed only by the applicant named in Section 9.

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

X [Signature] Board of Directors President 11/5/2015 602.469.4622  
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 5 November 2015  
Day Month Year  
State Arizona County of Maricopa

My Commission Expires on: 09/29/2016 [Signature]  
Date Signature of Notary Public



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

**SECTION 15** Local Governing Body Approval Section

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

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

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

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

15-220

# GLENDALE POLICE DEPARTMENT

## Liquor Application Worksheet

Date: 11-11-15

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

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

Application Type: **New License**

Definition: New license

Business Name: **100 Club of Arizona**

Business Address: **333 N. 44<sup>th</sup> St., Suite 100 (Event at Westgate 6751 N. Sunset Blvd.- Waterdance Plaza)**

### Applicant/s Information

Name: **Horrell, Steve**

Name:

Name:

Name:

### Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 11/10/2010	Other Suites	New ownership call history beginning:
Liquor Related		19	
Vice Related			
Drug Related		4	
Fights / Assaults		93	
Robberies		2	
Burglary / Theft		85	
911 calls		5	
Trespassing		38	
Accidents		26	
Fraud / Forgery		8	
Threats		2	
Criminal damage		20	
Other non-criminal*		127	
Other criminal		30	
Total calls for service	N/A	459	N/A

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

# GLENDALE POLICE DEPARTMENT

## Liquor Application Worksheet

### Applicant Background Synopsis:

All proceeds from this event go to the 100 Club of Arizona and Westgate Entertainment District.

Event is scheduled for 12-31-15 (Thur) and 01-01-16 (Fri).

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

### Current License Holder:

N/A

### Location History:

No significant Calls for Service history at this location.

Calls for Service are for all Suites that share the address.

### Special Concerns:

None found

### Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>11-11-15</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>R. S. Jones</u>	<u>11-16-15</u>



15-224

# GLENDALE POLICE DEPARTMENT

## Liquor Application Worksheet

Date: 11-11-15

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

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

Application Type: **New License**

Definition: New license

Business Name: **100 Club of Arizona**

Business Address: **333 N. 44<sup>th</sup> St., Suite 100 (Event at Westgate 6751 N. Sunset Blvd. - Fountain Plaza)**

### Applicant/s Information

Name: **Horrell, Steve**

Name:

Name:

Name:

### Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 11/10/2010	Other Suites	New ownership call history beginning:
Liquor Related		19	
Vice Related			
Drug Related		4	
Fights / Assaults		93	
Robberies		2	
Burglary / Theft		85	
911 calls		5	
Trespassing		38	
Accidents		26	
Fraud / Forgery		8	
Threats		2	
Criminal damage		20	
Other non-criminal*		127	
Other criminal		30	
Total calls for service	N/A	459	N/A

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

**GLENDALE POLICE DEPARTMENT**  
Liquor Application Worksheet

**Applicant Background Synopsis:**

All proceeds from this event go to the 100 Club of Arizona and Westgate Entertainment District.

Event is scheduled for 01-08-16 (Fri), 01-09-16 (Sat), 01-10-16 (Sun) and 01-11-16 (Mon).

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

**Current License Holder:**

N/A

**Location History:**

No significant Calls for Service history at this location.

Calls for Service are for all Suites that share the address.

**Special Concerns:**

None found

**Background investigation complete:**

Police Department recommendation has No Cause for Denial.

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

15-222

# GLENDALE POLICE DEPARTMENT

## Liquor Application Worksheet

Date: 11-11-15

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

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

Application Type: **New License**

Definition: New license

Business Name: **100 Club of Arizona**

Business Address: **333 N. 44<sup>th</sup> St., Suite 100 (Event at Westgate 6751 N. Sunset Blvd.-  
Waterdance Plaza)**

### Applicant/s Information

Name: **Horrell, Steve**

Name:

Name:

Name:

### Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 11/10/2010	Other Suites	New ownership call history beginning:
Liquor Related		19	
Vice Related			
Drug Related		4	
Fights / Assaults		93	
Robberies		2	
Burglary / Theft		85	
911 calls		5	
Trespassing		38	
Accidents		26	
Fraud / Forgery		8	
Threats		2	
Criminal damage		20	
Other non-criminal*		127	
Other criminal		30	
Total calls for service	N/A	459	N/A

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

**GLENDALE POLICE DEPARTMENT**  
Liquor Application Worksheet

**Applicant Background Synopsis:**

All proceeds from this event go to the 100 Club of Arizona and Westgate Entertainment District.

Event is scheduled for 01-08-16 (Fri), 01-09-16 (Sat), 01-10-16 (Sun) and 01-11-16 (Mon).

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

**Current License Holder:**

N/A

**Location History:**

No significant Calls for Service history at this location.

Calls for Service are for all Suites that share the address.

**Special Concerns:**

None found

**Background investigation complete:**

Police Department recommendation has No Cause for Denial.

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

15-223

# GLENDALE POLICE DEPARTMENT

## Liquor Application Worksheet

Date: 11-11-15

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

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

Application Type: **New License**

Definition: New license

Business Name: **100 Club of Arizona**

Business Address: **333 N. 44<sup>th</sup> St., Suite 100 (Event at Westgate 6751 N. Sunset Blvd. Lot-R)**

### Applicant/s Information

Name: **Horrell, Steve**

Name:

Name:

Name:

### Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 11/10/2010	Other Suites	New ownership call history beginning:
Liquor Related		19	
Vice Related			
Drug Related		4	
Fights / Assaults		93	
Robberies		2	
Burglary / Theft		85	
911 calls		5	
Trespassing		38	
Accidents		26	
Fraud / Forgery		8	
Threats		2	
Criminal damage		20	
Other non-criminal*		127	
Other criminal		30	
Total calls for service	N/A	459	N/A

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

**GLENDALE POLICE DEPARTMENT**  
Liquor Application Worksheet

**Applicant Background Synopsis:**

All proceeds from this event go to the 100 Club of Arizona and Westgate Entertainment District.

Event is scheduled for 01-08-16 (Fri), 01-09-16 (Sat), 01-10-16 (Sun) and 01-11-16 (Mon).

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

**Current License Holder:**

N/A

**Location History:**

No significant Calls for Service history at this location.

Calls for Service are for all Suites that share the address.

**Special Concerns:**

None found

**Background investigation complete:**

Police Department recommendation has No Cause for Denial.

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

15-226

# GLENDALE POLICE DEPARTMENT

## Liquor Application Worksheet

Date: 11-11-15

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

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

Application Type: **New License**

Definition: New license

Business Name: **100 Club of Arizona**

Business Address: **333 N. 44<sup>th</sup> St., Suite 100 (Event at Westgate 6751 N. Sunset Blvd. Lot-3)**

### Applicant/s Information

Name: **Horrell, Steve**

Name:

Name:

Name:

### Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 11/10/2010	Other Suites	New ownership call history beginning:
Liquor Related		19	
Vice Related			
Drug Related		4	
Fights / Assaults		93	
Robberies		2	
Burglary / Theft		85	
911 calls		5	
Trespassing		38	
Accidents		26	
Fraud / Forgery		8	
Threats		2	
Criminal damage		20	
Other non-criminal*		127	
Other criminal		30	
Total calls for service	N/A	459	N/A

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

**GLENDALE POLICE DEPARTMENT**  
Liquor Application Worksheet

**Applicant Background Synopsis:**

All proceeds from this event go to the 100 Club of Arizona and Westgate Entertainment District.

Event is scheduled for 01-08-16 (Fri), 01-09-16 (Sat), 01-10-16 (Sun) and 01-11-16 (Mon).

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

**Current License Holder:**

N/A

**Location History:**

No significant Calls for Service history at this location.

Calls for Service are for all Suites that share the address.

**Special Concerns:**

None found

**Background investigation complete:**

Police Department recommendation has No Cause for Denial.

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



15-227

# GLENDALE POLICE DEPARTMENT

## Liquor Application Worksheet

Date: 11-11-15

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

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

Application Type: **New License**

Definition: New license

Business Name: **100 Club of Arizona**

Business Address: **333 N. 44<sup>th</sup> St., Suite 100 (Event at Westgate 6751 N. Sunset Blvd. Lot-4)**

### Applicant/s Information

Name: **Horrell, Steve**

Name:

Name:

Name:

### Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 11/10/2010	Other Suites	New ownership call history beginning:
Liquor Related		19	
Vice Related			
Drug Related		4	
Fights / Assaults		93	
Robberies		2	
Burglary / Theft		85	
911 calls		5	
Trespassing		38	
Accidents		26	
Fraud / Forgery		8	
Threats		2	
Criminal damage		20	
Other non-criminal*		127	
Other criminal		30	
Total calls for service	N/A	459	N/A

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

**GLENDALE POLICE DEPARTMENT**  
Liquor Application Worksheet

**Applicant Background Synopsis:**

All proceeds from this event go to the 100 Club of Arizona and Westgate Entertainment District.

Event is scheduled for 01-08-16 (Fri), 01-09-16 (Sat), 01-10-16 (Sun) and 01-11-16 (Mon).

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

**Current License Holder:**

N/A

**Location History:**

No significant Calls for Service history at this location.

Calls for Service are for all Suites that share the address.

**Special Concerns:**

None found

**Background investigation complete:**

Police Department recommendation has No Cause for Denial.

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



## Legislation Description

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**File #: 15-809, Version: 1**

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**APPROVE SPECIAL EVENT LIQUOR LICENSES, 100 CLUB OF ARIZONA**

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

**Purpose and Recommended Action**

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of two special event liquor licenses for the 100 Club of Arizona, submitted by Steve Horrell. These events will be held at the Westgate Entertainment District located at 6751 North Sunset Boulevard. The purpose of these special event liquor licenses is for fundraising at the New Year's Eve Bash on December 31, 2015 from 6 p.m. to 1 a.m. and at the Fiesta Bowl tailgate event on January 1, 2016 from 9 a.m. to 11 p.m.

**Background Summary**

The Westgate Entertainment District is zoned PAD (Planned Area Development) and located in the Yucca District. If these applications are approved, the total number of special event liquor licenses issued in 2015 will be two of the allowed 12 per calendar year for Lot 3 and one of the allowed 12 per calendar year for Lot 4. The total number of special event liquor licenses issued in 2016 will be two of the allowed 12 per calendar year for both Lots 3 and 4. Under the provisions of A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if the Council recommends approval of such license.

The City of Glendale Development Services, Police, and Fire Departments have reviewed these applications and determined that they meet all technical requirements.

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

FOR DLLC USE ONLY

Event date(s):

Event time start/end:

**APPLICATION FOR SPECIAL EVENT LICENSE**

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

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

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

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

**SECTION 1** Name of Organization: 100 Club of Arizona

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

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

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

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

- Yes  No

Westgate Entertainment District

N/A

623 385-7506

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: Westgate Entertainment District

Address of Location: 6751 N. Sunset Blvd. Suite 333, Glendale, AZ 85305

Street

City

County/State

Zip

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

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

1. Applicant: Horrell Steve [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: (480) 538 2927

4. Applicant's email address: [REDACTED]

**SECTION 10**

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

2. How many special event licenses have been issued to this location this year? 5  
 (The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

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

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

Name 100 Club of Arizona Percentage 25%

Address 333 North 44th St, Suite 100, Phoenix, AZ 85008  
Street City State Zip

Name Westgate Entertainment District Percentage 75%

Address 6751 North Sunset Blvd, Suite 333, Glendale, Arizona 85305  
Street City State Zip

5. Please read A.R.S. §4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.  
**Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.**  
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

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

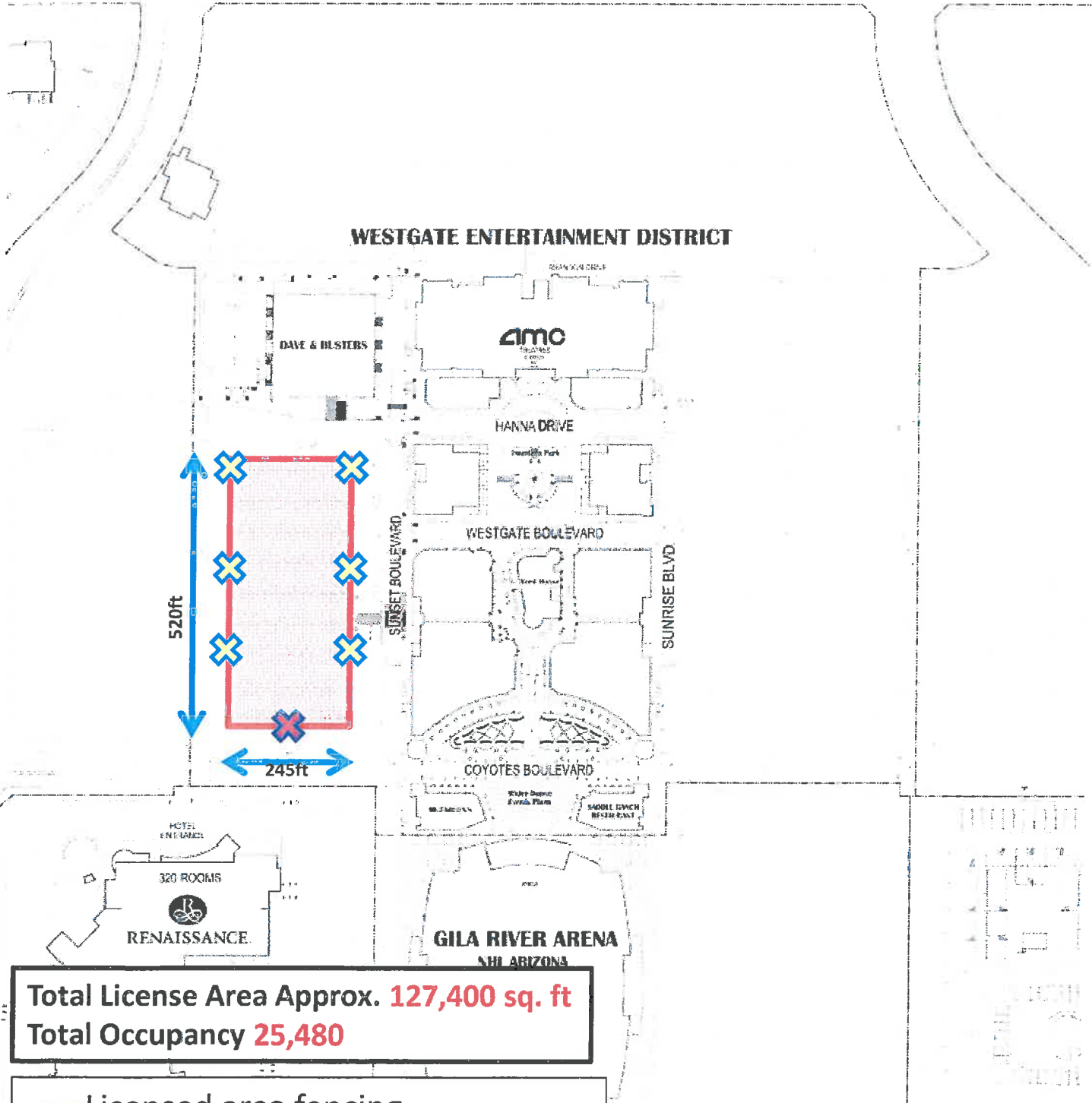
10-15 Number of Police 10-15 Number of Security Personnel  Fencing  Barriers

Explanation: Wrist band and ID stations will be set up at Main Entrance, along with security and police personnel. Bike rack barricades and chain link fence will be used to enclose the beer garden area.

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

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>12/31/15</u>	<u>Thursday</u>	<u>6pm</u>	<u>1am</u>
DAY 2:	<u>1/1/16</u>	<u>Friday</u>	<u>9am</u>	<u>11pm</u>
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

**Fiesta Bowl Site Map**  
**Westgate Entertainment District**  
**Lot 3**  
 December 31 - January 1, 2016



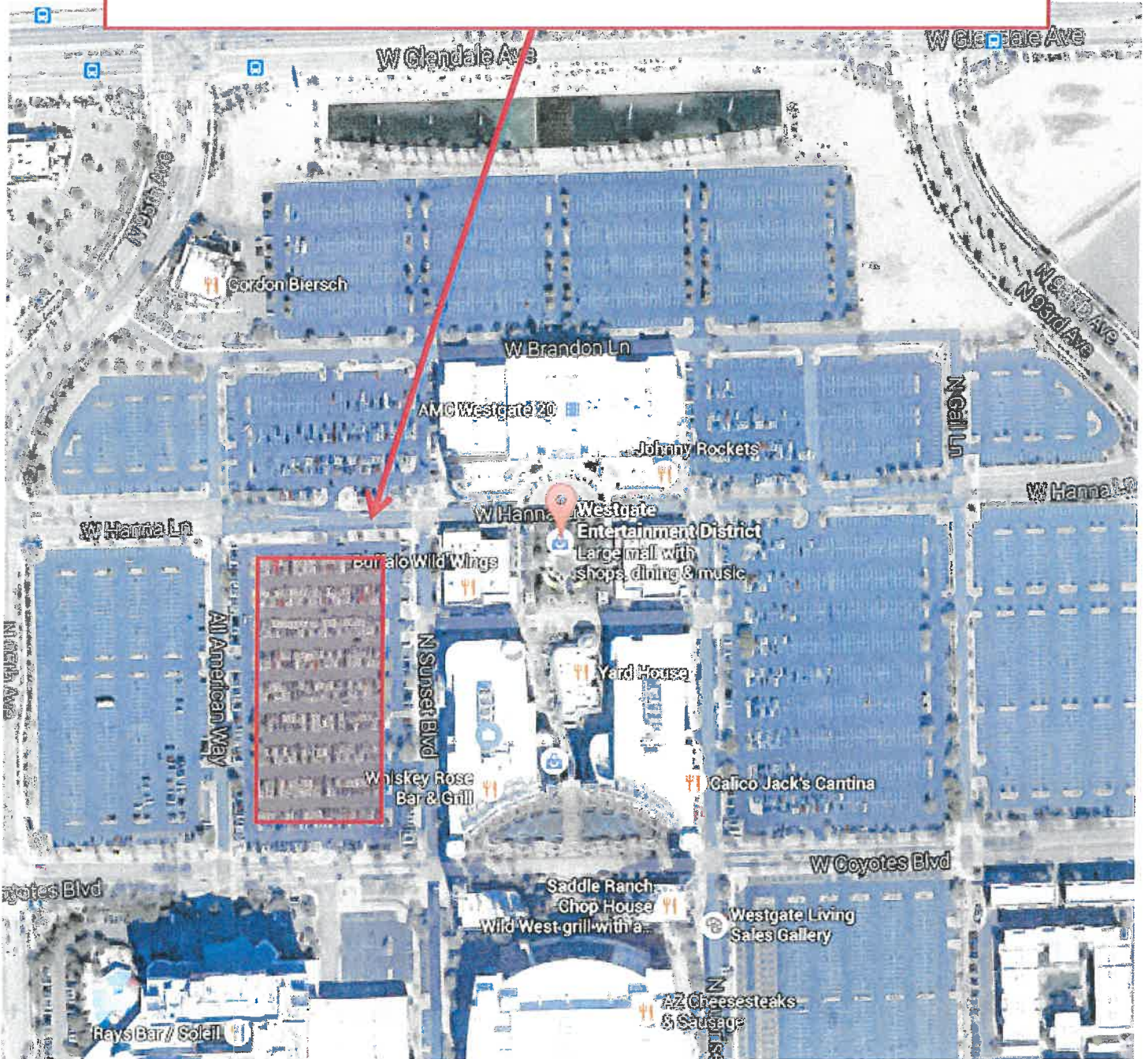
**Total License Area Approx. 127,400 sq. ft**  
**Total Occupancy 25,480**

- Licensed area fencing
- ✕ Exits (all min. of 4ft wide)
- ✕ Main Entrance (min. of 8ft wide)



# Lot 3

Approximately 127,400 sq. ft.



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

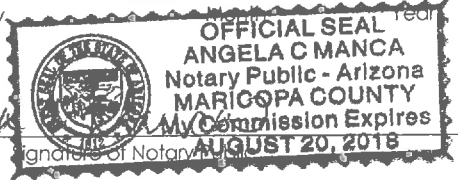
I, Steve Horrell declare that I am an OFFICER, DIRECTOR, or CHAIRPERSON  
(Print full name)  
appointing the applicant listed in Section 9, to apply on behalf of the foregoing organization for a Special Event  
Liquor License.

X [Signature] Title/ Position President Date 12/1/2015 Phone # 602-469-4622  
(Signature)

The foregoing instrument was acknowledged before me this 1 December 2015  
Day Month Year  
State AZ County of Maricopa

My Commission Expires on: 8/20/2018  
Date

Angela  
Signature of Notary Public



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

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

X [Signature] Board of Directors President Date 12/1/2015 Phone # 602.469.4622  
(Signature) Title/ Position

The foregoing instrument was acknowledged before me this 1 December 2015  
Day Month Year

State AZ County of Maricopa

My Commission Expires on: 8/20/2018  
Date

Angela  
Signature of Notary Public



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

**SECTION 15** Local Governing Body Approval Section

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

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

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

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





December 1, 2015

To Whom It May Concern:

We, at Westgate Entertainment District, will be planning, hosting and managing the upcoming New Year's Eve Bash and Fiesta Bowl Tailgate event on our property in Parking Lot 4 on December 31, 2015 and January 1, 2016.

We are working with 100 Club of Arizona as our designated charity partner for the event, and 100 Club will be the beneficiary of 25% of all revenue raised inside the beer garden during the events.

If you have any questions or need further clarification on our partnership with 100 Club, please feel free to contact me, Jessica Kubicki, Marketing Director for Westgate Entertainment District.

Jessica Kubicki

A handwritten signature in black ink that reads "jessica kubicki".

Director of Marketing  
Vestar/Westgate Entertainment District  
6571 N. Sunset Blvd., Suite 333  
Glendale, AZ 85305  
623-385-7506

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

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

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

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

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

**SECTION 1** Name of Organization: 100 Club of Arizona

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

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

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

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

<u>Westgate Entertainment District</u>	<u>N/A</u>	<u>623</u>	<u>385-7506</u>
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: Westgate Entertainment District  
Address of Location: 6751 N. Sunset Blvd. Suite 333, Glendale, AZ 85305

Street	City	County/State	Zip
--------	------	--------------	-----

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

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

1. Applicant: Horrell   Steve   [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: (480) 538 2927

4. Applicant's email address: [REDACTED]

**SECTION 10**

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

2. How many special event licenses have been issued to this location this year? 5  
 (The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

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

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

Name 100 Club of Arizona Percentage 25%

Address 333 North 44th St, Suite 100, Phoenix, AZ 85008  
Street City State Zip

Name Westgate Entertainment District Percentage 75%

Address 6751 North Sunset Blvd, Suite 333, Glendale, Arizona 85305  
Street City State Zip

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

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

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

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

10-15 Number of Police 10-15 Number of Security Personnel  Fencing  Barriers

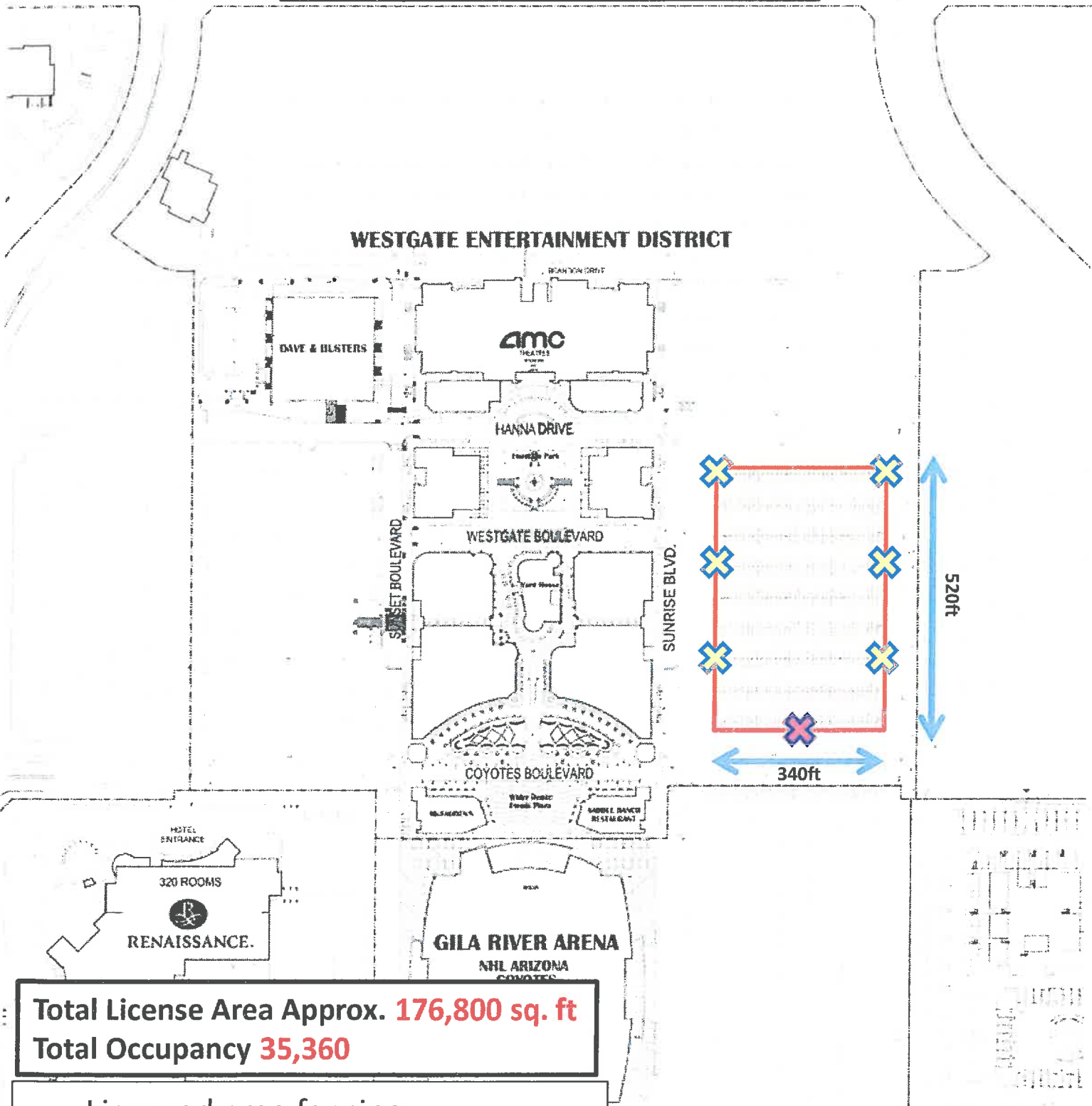
Explanation: Wrist band and ID stations will be set up at Main Entrance, along with security and police personnel. Bike rack barricades and chain link fence will be used to enclose the beer garden area.

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

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>12/31/15</u>	<u>Thursday</u>	<u>6pm</u>	<u>1am</u>
DAY 2:	<u>1/1/16</u>	<u>Friday</u>	<u>9am</u>	<u>11pm</u>
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

*Fiesta Site Map*  
**Westgate Entertainment District**  
**Lot 4**

December 31 - January 6, 2016



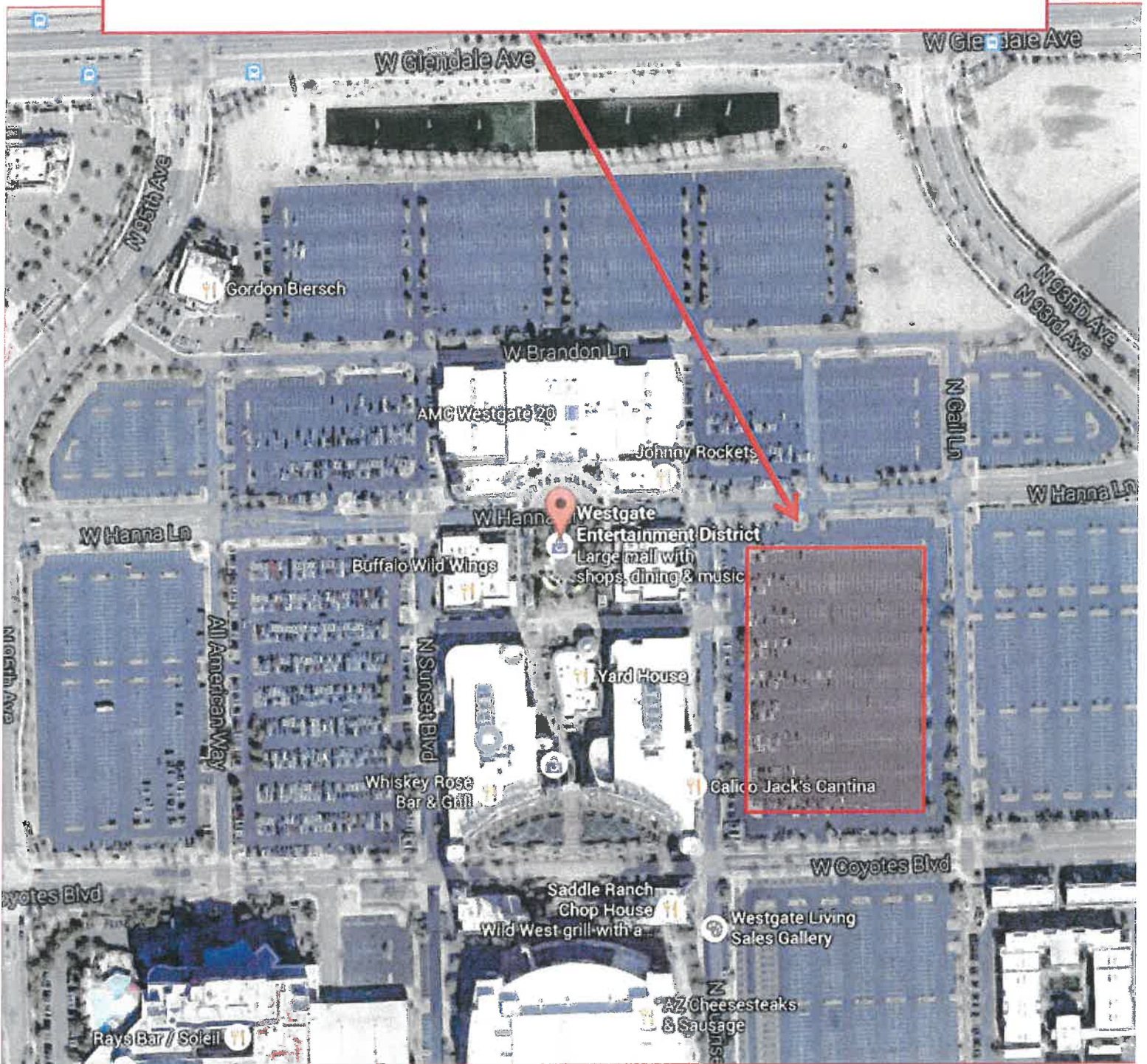
**Total License Area Approx. 176,800 sq. ft**  
**Total Occupancy 35,360**

- Licensed area fencing
- ⊗ Exits (all min. of 4ft wide)
- ⊗ Main Entrance (min. of 8ft wide)



# Lot 4

Approximately 176,800 sq. ft.



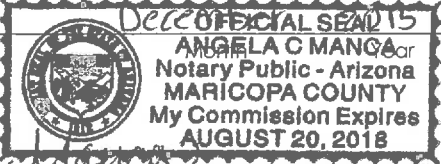
**SECTION 13** This section is to be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

I, Steve Horrell declare that I am an OFFICER, DIRECTOR, or CHAIRPERSON  
(Print full name)

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

X Steve Horrell President 12/1/2015 602-469-4622  
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 1 Day  
State AZ County of Maricopa



My Commission Expires on: 8/20/2018 Date Angela C Manca Signature of Notary Public

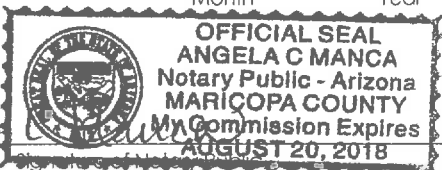
**SECTION 14** This section is to be completed only by the applicant named in Section 9.

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

X Steve Horrell Board of Directors President 12/1/2015 602.469.4622  
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 1 Day December 2015  
Month Year

State AZ County of Maricopa



My Commission Expires on: 8/20/2018 Date Angela C Manca Signature of Notary Public

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

**SECTION 15** Local Governing Body Approval Section

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

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

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

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



December 1, 2015

To Whom It May Concern:

We, at Westgate Entertainment District, will be planning, hosting and managing the upcoming New Year's Eve Bash and Fiesta Bowl Tailgate event on our property in Parking Lot 4 on December 31, 2015 and January 1, 2016.

We are working with 100 Club of Arizona as our designated charity partner for the event, and 100 Club will be the beneficiary of 25% of all revenue raised inside the beer garden during the events.

If you have any questions or need further clarification on our partnership with 100 Club, please feel free to contact me, Jessica Kubicki, Marketing Director for Westgate Entertainment District.

Jessica Kubicki

A handwritten signature in black ink that reads "jkubicki".

Director of Marketing  
Vestar/Westgate Entertainment District  
6571 N. Sunset Blvd., Suite 333  
Glendale, AZ 85305  
623-385-7506

15259

# GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 12-02-15

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

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

Application Type: **New License**

Definition: New license

Business Name: **100 Club of Arizona**

Business Address: **333 N. 44<sup>th</sup> St., Suite 100 (Event at Westgate 6751 N. Sunset Blvd. Lot-3)**

### Applicant/s Information

Name: **Horrell, Steve**

Name:

Name:

Name:

### Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 11/10/2010	Other Suites	New ownership call history beginning:
Liquor Related		19	
Vice Related			
Drug Related		4	
Fights / Assaults		93	
Robberies		2	
Burglary / Theft		85	
911 calls		5	
Trespassing		38	
Accidents		26	
Fraud / Forgery		8	
Threats		2	
Criminal damage		20	
Other non-criminal*		127	
Other criminal		30	
Total calls for service	<b>N/A</b>	<b>459</b>	<b>N/A</b>

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



**GLENDALE POLICE DEPARTMENT**  
Liquor Application Worksheet

**Applicant Background Synopsis:**

All proceeds from this event go to the 100 Club of Arizona and Westgate Entertainment District.

Event is scheduled for 12-31-15 (Thu) and 01-01-16 (Fri).

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

**Current License Holder:**

N/A

**Location History:**

No significant Calls for Service history at this location.

Calls for Service are for all Suites that share the address.

**Special Concerns:**

None found

**Background investigation complete:**

Police Department recommendation has No Cause for Denial.

	Date
Investigating Officer – M. Ervin	_____
CID Lieutenant or Commander	_____
Deputy City Attorney	_____
Chief of Police or designee	<u>AL Matt Lively</u> <u>12-2-15</u>

15-260

# GLENDALE POLICE DEPARTMENT

## Liquor Application Worksheet

Date: 12-02-15

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

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

Application Type: **New License**

Definition: New license

Business Name: **100 Club of Arizona**

Business Address: **333 N. 44<sup>th</sup> St., Suite 100 (Event at Westgate 6751 N. Sunset Blvd. Lot-4)**

### Applicant/s Information

Name: **Horrell, Steve**

Name:

Name:

Name:

### Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 11/10/2010	Other Suites	New ownership call history beginning:
Liquor Related		19	
Vice Related			
Drug Related		4	
Fights / Assaults		93	
Robberies		2	
Burglary / Theft		85	
911 calls		5	
Trespassing		38	
Accidents		26	
Fraud / Forgery		8	
Threats		2	
Criminal damage		20	
Other non-criminal*		127	
Other criminal		30	
Total calls for service	N/A	459	N/A

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

# GLENDALE POLICE DEPARTMENT

## Liquor Application Worksheet

### Applicant Background Synopsis:

All proceeds from this event go to the 100 Club of Arizona and Westgate Entertainment District.

Event is scheduled for 12-31-15 (Thu) and 01-01-16 (Fri).

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

### Current License Holder:

N/A

### Location History:

No significant Calls for Service history at this location.

Calls for Service are for all Suites that share the address.

### Special Concerns:

None found

### Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	_____	_____
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<i>AC Marc L. Ervin</i>	<i>12-2-15</i>



## Legislation Description

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**File #: 15-764, Version: 1**

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**APPROVE LIQUOR LICENSE NO. 5-17984, CHOMPIE'S RESTAURANT - ARROWHEAD**

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

**Purpose and Recommended Action**

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a new, non-transferable series 12 (Restaurant) license for Chompie's Restaurant - Arrowhead located at 7700 West Arrowhead Towne Center, Suite 1145. The Arizona Department of Liquor Licenses and Control application (No. 1207A434) was submitted by Mark Stephen Borenstein.

**Background Summary**

The location of the establishment is in the Sahuaro District. The property is zoned PAD (Planned Area Development). The population density within a one-mile radius is 9,778. This series 12 is a new license to this location, therefore, the approval of this license will increase the number of liquor licenses in the area by one. The current number of liquor licenses within a one-mile radius is as listed below.

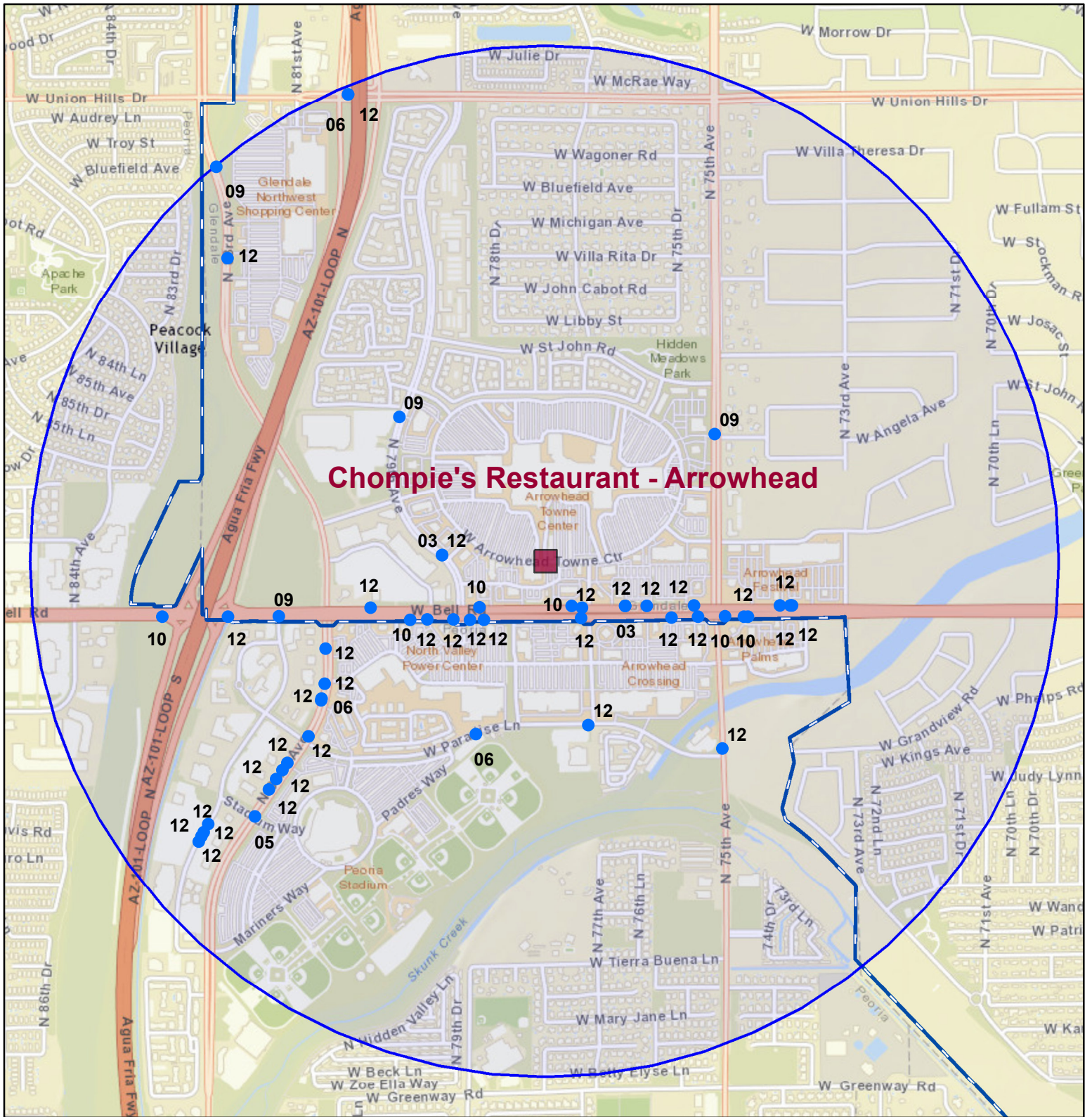
<b>Series</b>	<b>Type</b>	<b>Quantity</b>
03	Domestic Microbrewery	2
05	Government	1
06	Bar - All Liquor	3
09	Liquor Store - All Liquor	4
10	Liquor Store - Beer and Wine	6
12	Restaurant	<u>34</u>
	<b>Total</b>	<b>50</b>

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

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

**Community Benefit/Public Involvement**

No public protests were received during the 20-day posting period, October 26 thru November 14, 2015.



**Chompie's Restaurant - Arrowhead**

**BUSINESS NAME:** Chompie's Restaurant - Arrowhead

**LOCATION:** 7700 W. Arrowhead Towne Center, Suite 1145 **ZONING:** PAD

**APPLICANT:** Mark Stephen Borenstein

**APPLICATION NO:** 5-17984

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



15-204

# GLENDALE POLICE DEPARTMENT

## Liquor Application Worksheet

Date: 10-22-15

License Type: **Series 12 Restaurant**

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

Application Type: **New License**

Definition: New License

Business Name: **Chompie's Restaurant**

Business Address: **7700 W. Arrowhead Towne Center Dr. Ste-1145**

### Applicant/s Information

Name: **Borenstein, Mark Stephen**

Name: **Borenstein, Shirli Ofrah**

Name: **Borenstein, Neal Scott**

Name: **Tucker, Lynn Wendy**

### Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 10/22/2010	Other Suites	New ownership call history beginning:
Liquor Related		19	
Vice Related			
Drug Related		27	
Fights / Assaults		48	
Robberies		6	
Burglary / Theft		1463	
911 calls		12	
Trespassing		58	
Accidents		172	
Fraud / Forgery		81	
Threats		18	
Criminal damage		55	
Other non-criminal*		314	
Other criminal		76	
<b>Total calls for service</b>	<b>-</b>	<b>2349</b>	<b>N/A</b>

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

# GLENDALE POLICE DEPARTMENT

## Liquor Application Worksheet

Date: **10-22-15**

License Type: **Series 12 Restaurant**

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

Application Type: **New License**

Definition: New License

Business Name: **Chompie's Restaurant**

Business Address: **7700 W. Arrowhead Towne Center Dr. Ste-1145**

### Applicant/s Information

Name: **Lara, Frank John Jr. (Manager)**

Name:

Name:

Name:

Continuation of applicants.

# GLENDALE POLICE DEPARTMENT

## Liquor Application Worksheet

### Applicant Background Synopsis:

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

### Current License Holder:

N/A

### Location History:

Calls for Service above are for all suites of the Arrowhead Mall address, including the applicant suite.

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>10-28-15</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>R. J. [Signature]</u>	<u>10-28-15</u>





Legislation Description

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**File #: 15-765, Version: 1**

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**APPROVE LIQUOR LICENSE NO. 5-17706, MARKET & SMOKE**

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

**Purpose and Recommended Action**

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a new, non-transferable series 10 (Liquor Store - Beer and Wine) license for Market & Smoke located at 6530 West Glendale Avenue, Suite 100. The Arizona Department of Liquor Licenses and Control application (No. 10076712) was submitted by Lauren Kay Merrett.

**Background Summary**

The location of the establishment is in the Ocotillo District and is over 300 feet from any church or school. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is 21,566. This series 10 is a new license to this location, therefore, the approval of this license will increase the number of liquor licenses in the area by one. The current number of liquor licenses within a one-mile radius is as listed below.

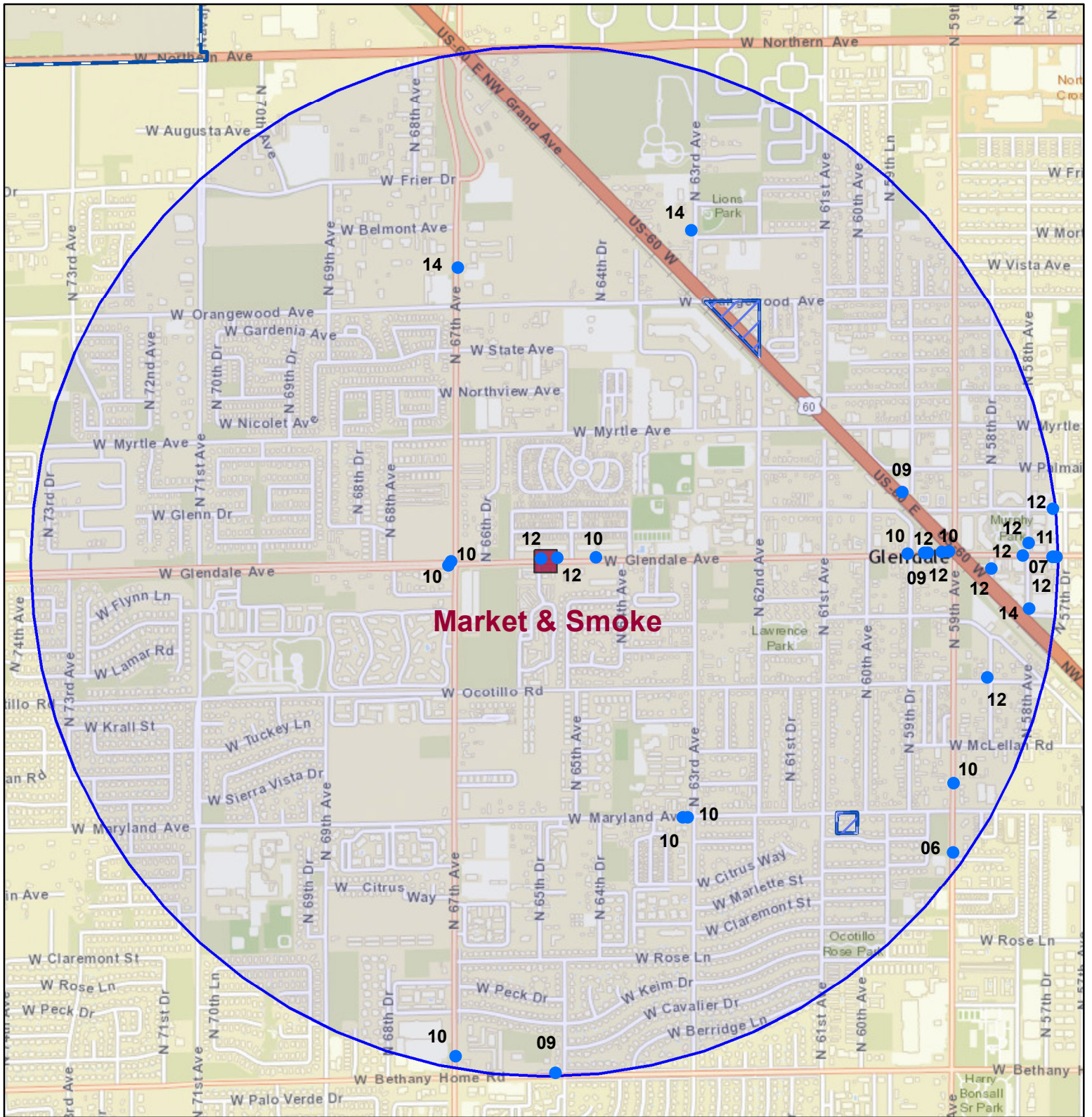
<b>Series</b>	<b>Type</b>	<b>Quantity</b>
06	Bar - All Liquor	1
07	Bar - Beer and Wine	1
09	Liquor Store - All Liquor	3
10	Liquor Store - Beer and Wine	9
11	Hotel/Motel	1
12	Restaurant	10
14	Private Club	<u>3</u>
	<b>Total</b>	<b>28</b>

Pursuant to A.R.S. § 4-203(A), when considering this new, non-transferable series 10 license, Council may take into consideration the location, as well as the applicant's capability, qualifications, and reliability.

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

**Community Benefit/Public Involvement**

No public protests were received during the 20-day posting period, November 3 thru November 23, 2015.



**BUSINESS NAME:** Market & Smoke

**LOCATION:** 6530 W. Glendale Avenue, Suite 100

**APPLICANT:** Lauren Kay Merrett

**ZONING:** C-2

**APPLICATION NO:** 5-17706

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



15-216

# GLENDALE POLICE DEPARTMENT

## Liquor Application Worksheet

Date: 11-18-15

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

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

Application Type: **New License**

Definition: New license

Business Name: **Market & Smoke**

Business Address: **6530 W. Glendale Ave #100**

### Applicant/s Information

Name: **Merrett, Lauren Kay (Agent)**

Name: **Antwan, Luay Essmat**

Name:

Name:

### Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 11/5/2010	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related		2	
Fights / Assaults		9	
Robberies			
Burglary / Theft		23	
911 calls		1	
Trespassing		7	
Accidents			
Fraud / Forgery			
Threats		4	
Criminal damage		3	
Other non-criminal*		30	
Other criminal		1	
<b>Total calls for service</b>	<b>N/A</b>	<b>80</b>	<b>N/A - No interim permit</b>

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

# GLENDALE POLICE DEPARTMENT

## Liquor Application Worksheet

### Applicant Background Synopsis:

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

### Current License Holder:

None

### Location History:

All Calls for Service above are for the entire listed address.

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>11-18-15</u>
Chief of Police or designee	<u>T. S. J. J.</u>	<u>11-18-15</u>



Legislation Description

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**File #: 15-766, Version: 1**

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**APPROVE LIQUOR LICENSE NO. 5-18121, SALT TACOS Y TEQUILA**

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

**Purpose and Recommended Action**

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a new, non-transferable series 12 (Restaurant) license for Salt Tacos Y Tequila located at 6751 North Sunset Boulevard, Suite E109. The Arizona Department of Liquor Licenses and Control application (No. 1207A453) was submitted by Randy D Nations.

**Background Summary**

The location of the establishment is in the Yucca District. The property is zoned PAD (Planned Area Development). The population density within a one-mile radius is 4,176. Salt Tacos Y Tequila 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.

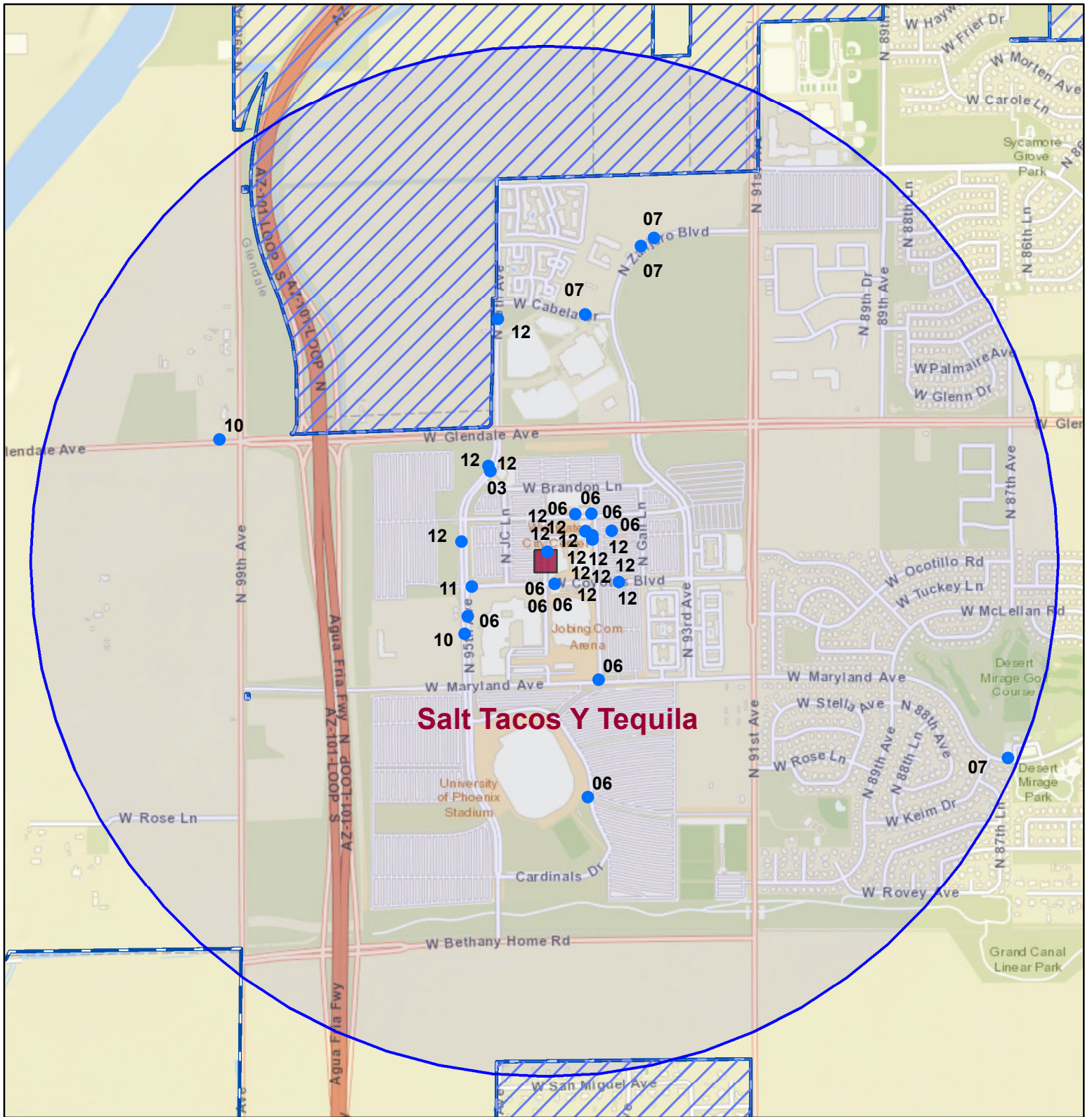
<b>Series</b>	<b>Type</b>	<b>Quantity</b>
03	Domestic Microbrewery	1
06	Bar - All Liquor	10
07	Bar - Beer and Wine	4
10	Liquor Store - Beer and Wine	2
11	Hotel/Motel	1
12	Restaurant	<u>16</u>
	<b>Total</b>	<b>34</b>

Pursuant to A.R.S. § 4-203(A), when considering this new, non-transferable series 12 license, 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, October 30 thru November 19, 2015.



## Salt Tacos Y Tequila

**BUSINESS NAME:** Salt Tacos Y Tequila

**LOCATION:** 6751 N. Sunset Blvd., Suite E109

**APPLICANT:** Randy D Nations

**ZONING:** PAD

**APPLICATION NO:** 5-18121

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



15-218

# GLENDALE POLICE DEPARTMENT

## Liquor Application Worksheet

Date: 11-10-15

License Type: **Series 12 Restaurant**

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

Application Type: **New License**

Definition: New license

Business Name: **Salt Tacos y Tequila**

Business Address: **6751 N. Sunset Blvd., Suite-E109**

### Applicant/s Information

Name: **Nations, Randy (Agent)**

Name: **Tsailakis, John Alexnader**

Name:

Name:

### Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 11/10/2010	Other Suites	New ownership call history beginning:
Liquor Related		19	
Vice Related			
Drug Related		4	
Fights / Assaults		93	
Robberies		2	
Burglary / Theft		85	
911 calls		5	
Trespassing		38	
Accidents		26	
Fraud / Forgery		8	
Threats		2	
Criminal damage		20	
Other non-criminal*		127	
Other criminal		30	
Total calls for service	N/A	459	N/A

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

**GLENDALE POLICE DEPARTMENT**  
Liquor Application Worksheet

**Applicant Background Synopsis:**

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

**Current License Holder:**

Theresa June Morse (Agent)  
Margaritaville of Phoenix LLC (Owner)

Current license holder not in business.

**Location History:**

No significant Calls for Service history at this location.

Calls for Service are for all Suites that share the address.

**Special Concerns:**

None found

**Background investigation complete:**

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. Ervin</u>	<u>11-11-15</u>
Chief of Police or designee	<u>AC Matt Gray</u>	<u>11-12-15</u>





## Legislation Description

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**File #:** 15-803, **Version:** 1

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**APPROVE WINE FESTIVAL LICENSES, KEELING SCHAEFER VINEYARDS**

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

**Purpose and Recommended Action**

This is a request for City Council to recommend approval of two wine festival liquor licenses for the Keeling Schaefer Vineyards, submitted by Rodney Keeling. These events will be held in downtown Glendale located at 58<sup>th</sup> Avenue and Glenn Drive. The purpose of these wine festival liquor licenses is for Keeling Schaefer Vineyards to participate in the Glendale Glitter & Glow Block Party on Saturday, January 9, 2016 and Glendale's Chocolate Affaire on Friday, February 5 through Sunday, February 7, 2016.

**Background Summary**

Downtown Glendale is zoned C-2 (General Commercial) and located in the Ocotillo District. If these applications are approved, the total number of days expended by this applicant will be two of the allowed 50 licenses and four of the allowed 150 days per calendar year. Under the provisions of A.R.S. § 4-203.03, the Arizona Department of Liquor Licenses and Control may issue a wine festival liquor license only if the Council recommends approval of such license.

The City of Glendale Development Services, Police, and Fire Departments have reviewed these applications and determined that they meet all technical requirements.



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

FOR DLLC USE ONLY	
License #:	
Date:	
Approved by:	

**FAIR/FESTIVAL LICENSE APPLICATION**  
 A.R.S. §4-203.03 Farm Winery / A.R.S. §4-205.11 Craft Distillery  
 A.R.S. §4-203.02 At Special Event

A service fee of \$25 will be charged for all dishonored checks (A.R.S. 44-6852). When the days of the fair/festival are not consecutive, a separate license for each uninterrupted period is needed.

**SECTION 1** Application type:

Wine Fair  Wine Festival  Craft Distillery Fair  Craft Distillery Festival

1. Applicant's Name: KEELING, RODNEY Contact Phone #: [REDACTED]

2. Business name: KEELING SCHAEFER VINEYARDS Liquor license #: 13023006  
Farm Winery or Craft Distillery

3. Email: [REDACTED]

4. Mailing address: 10277 E ROCK CREEK LANE PEARCE AZ 85625  
Street Address City State Zip Code

5. Location of fair/festival: 58th Ave & W. Glenn Dr. GLENDALE AZ 85301  
Street address City County Zip Code

**SECTION 2** Fees, Date & Hours: \$15 per day

Winery festival days permitted: 50 licenses per winery per calendar year for a total of 150 days per winery per calendar year.  
Craft Distillery festival days permitted: 25 licenses per craft distillery per calendar year for a total of 75 days per craft distillery per calendar year.

	Date	Day of Week	Start Time AM/PM	End Time AM/PM
1.	<u>1/9/2016</u>	<u>SAT</u>	<u>10 AM</u>	<u>10 PM</u>
2.	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
3.	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
4.	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
5.	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
6.	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
7.	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>

Please attach an additional sheet if necessary

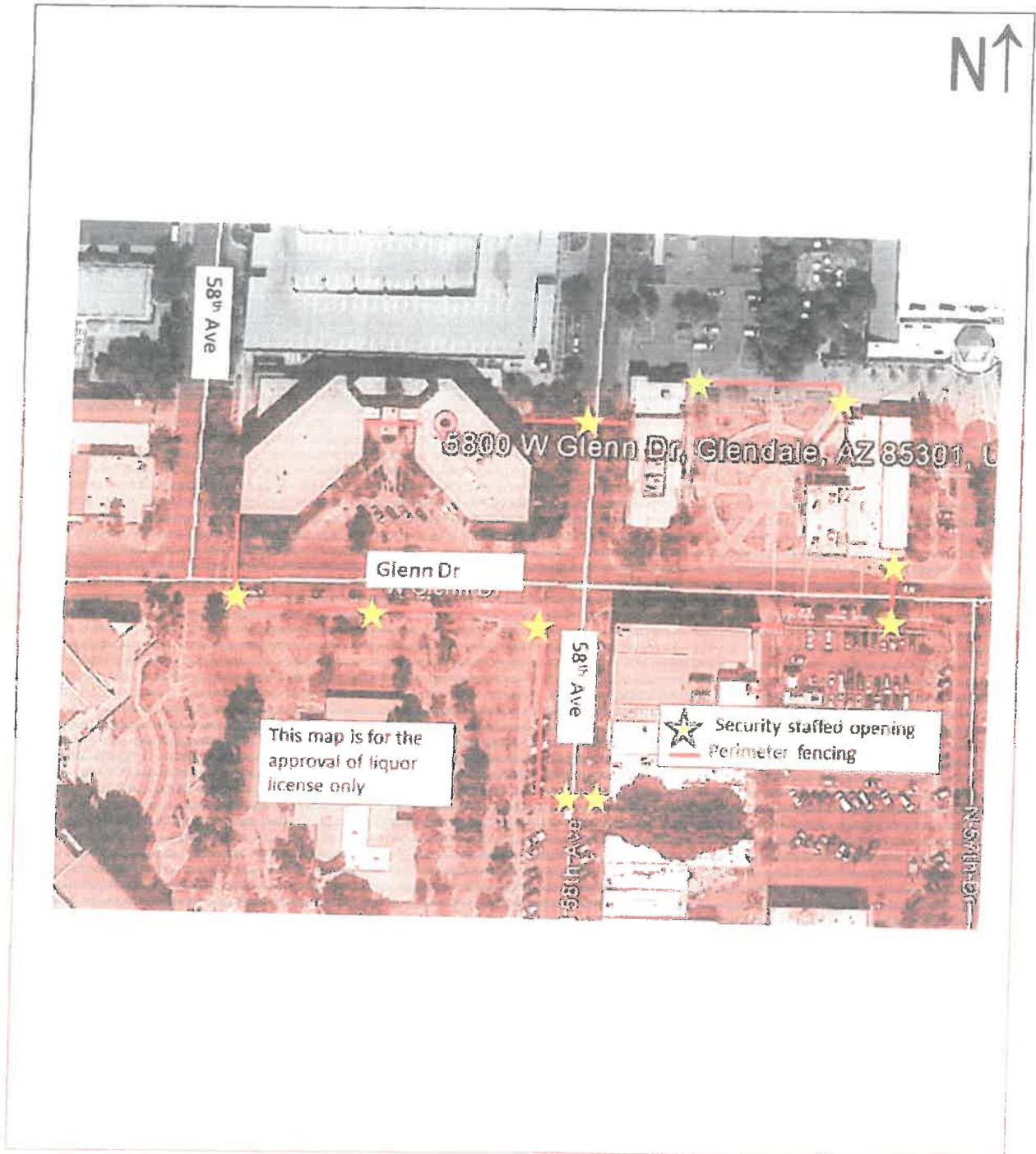
**SECTION 3** Site Owner Information:

1. Site owner name: City of Glendale Daytime Contact Phone #: (623) 930-2000  
First Last
2. Site owner mailing address: 5850 W Glendale Ave, Glendale, AZ 85301  
Street address City State Zip Code
3. Email Address: MDickey@GLENDALEAZ.com

**SECTION 4** To complete this application, all questions must be answered:

1. Have you received permission for use of the site for the sale/consumption of liquor from the site owner named in Section 3?  Yes  No
2. Will the liquor you sell/serve be products only manufacture/produced at your licensed premises names in Section 1?  Yes  No
3. List the number of Fair/Festival licenses you have been issued in the current calendar year 1
4. List the number of days you have held a licensed Fair/Festival in the current calendar year 1
5. What security and control measures will you take to prevent violations of state liquor laws at this event?  
                     # of Police Officers on Site                      Fencing  Yes  No  
4 # of Security Personnel on Site                      Barriers  Yes  No
6. I am familiar with and have read statutes for Arizona's fair/festival privileges, requirements and penalties? (Farm Winery A.R.S. §4-203.03, Craft Distillery A.R.S. §4-205.11, either being held at a Special Event A.R.S. §4-203.02)  Yes  No
7. I have taken responsible steps to ensure individuals operating the fair/festival licensed premises and employees who serve, sell or furnish liquor at this fair/festival have knowledge of Arizona liquor laws? (R19-1-302)  Yes  No

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



**SECTION 6** This section to be completed only by the applicant named in section #1

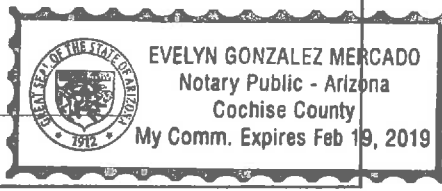
I, Rodney Edward Keeling declare that I am the APPLICANT filing this application as listed in Section 8. I have read the application and the contents and all statements are true, correct and Complete.

X [Signature] Council Member 8-28-2015 520-507-2301  
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledge before me this 28 August 2015  
Day Month Year

State Arizona County of Cochise

My Commission Expires on: 2/19/15 [Signature]  
Date Signature of Notary Public



The local governing body (city, town or municipality where the fair/festival will take place) may require additional applications to be completed and submitted. Please check with local government as to how far in advance they require these applications to be submitted. Additional licensing fees may also be required before approval may be granted.

**SECTION 7** Local Governing Body Approval Section

I, \_\_\_\_\_ recommend  APPROVAL  DISAPPROVAL  
(Government Official) (Title)  
on behalf of \_\_\_\_\_  
(City, Town, County) Signature Date Phone #

FOR DEPARTMENT OF LIQUOR 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 ASSO CIATED 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 ABRO GATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.



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

FOR DLLC USE ONLY	
License #:	
Date:	
Approved by:	

**FAIR/FESTIVAL LICENSE APPLICATION**  
 A.R.S. §4-203.03 Farm Winery / A.R.S. §4-205.11 Craft Distillery  
 A.R.S. §4-203.02 At Special Event

A service fee of \$25 will be charged for all dishonored checks (A.R.S. 44-6852). When the days of the fair/festival are not consecutive, a separate license for each uninterrupted period is needed.

**SECTION 1** Application type:

Wine Fair  Wine Festival  Craft Distillery Fair  Craft Distillery Festival

- Applicant's Name: KEELING, RODNEY Contact Phone #: [REDACTED]
- Business name: KEELING SCHAEFER VINEYARDS Liquor license #: 13023006
- Email: [REDACTED] Farm Winery or Craft Distillery
- Mailing address: 10277 E ROCK CREEK LANE PEARCE AZ 85625  
Street Address City State Zip Code
- Location of fair/festival: 58th Ave & W. Glenn Dr. GLENDALE AZ 85301  
Street address City County Zip Code

**SECTION 2** Fees, Date & Hours: \$15 per day

Winery festival days permitted: 50 licenses per winery per calendar year for a total of 150 days per winery per calendar year.  
Craft Distillery festival days permitted: 25 licenses per craft distillery per calendar year for a total of 75 days per craft distillery per calendar year.

	Date	Day of Week	Start Time AM/PM	End Time AM/PM
1.	<u>2/5/2016</u>	<u>Fri</u>	<u>10 AM</u>	<u>10 PM</u>
2.	<u>2/6/2016</u>	<u>Sat</u>	<u>10 AM</u>	<u>10 PM</u>
3.	<u>2/7/2016</u>	<u>Sun</u>	<u>10 AM</u>	<u>6 PM</u>
4.	<u> </u>	<u> </u>	<u> </u>	<u> </u>
5.	<u> </u>	<u> </u>	<u> </u>	<u> </u>
6.	<u> </u>	<u> </u>	<u> </u>	<u> </u>
7.	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Please attach an additional sheet if necessary

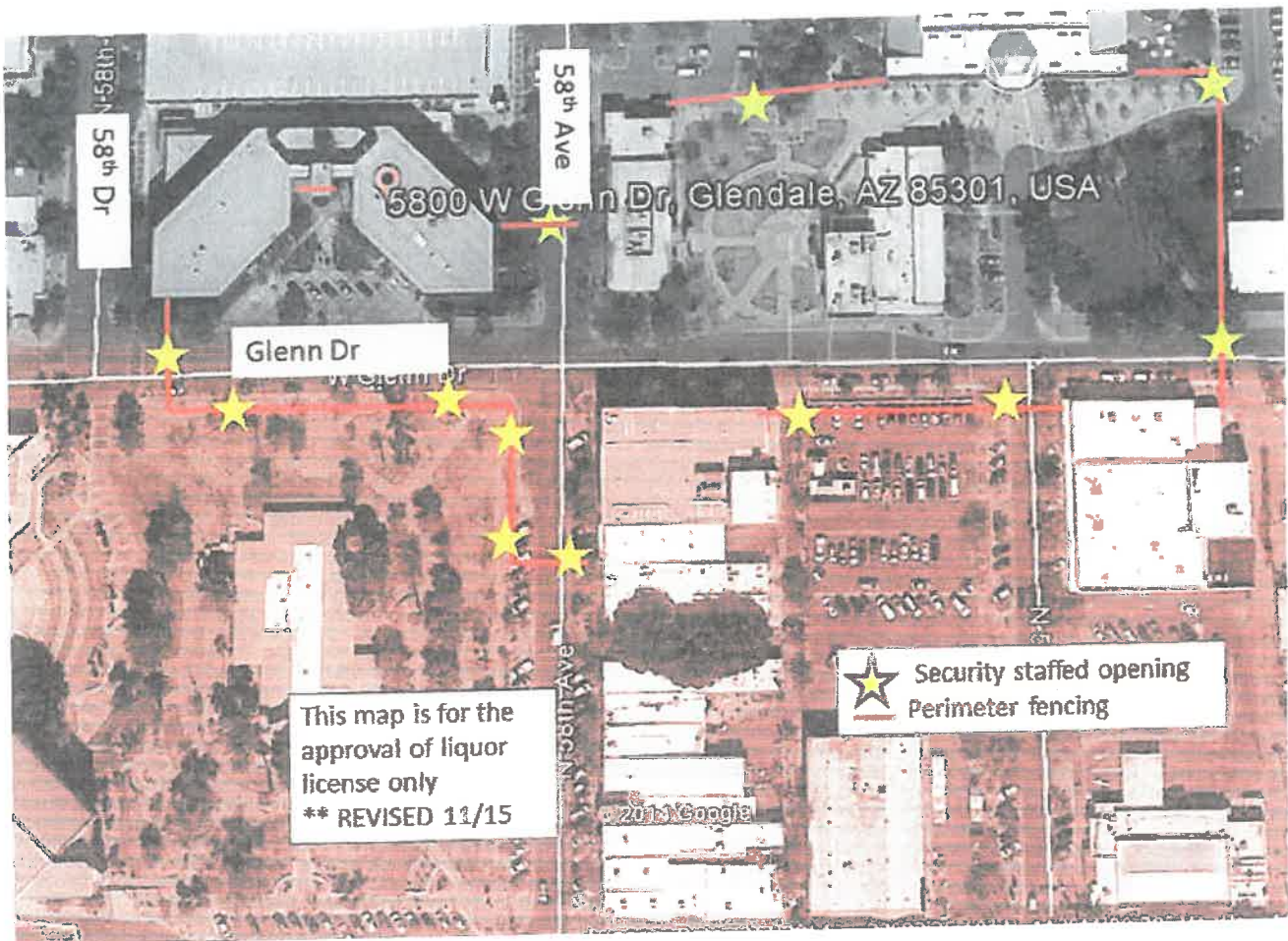
**SECTION 3** Site Owner Information:

1. Site owner name: City of Glendale Daytime Contact Phone #: (623) 930-2000  
First Last
2. Site owner mailing address: 5850 W Glendale Ave, Glendale, AZ 85301  
Street address City State Zip Code
3. Email Address: MDickey@GLENDALEAZ.com
- 

**SECTION 4** To complete this application, all questions must be answered:

1. Have you received permission for use of the site for the sale/consumption of liquor from the site owner named in Section 3?  Yes  No
2. Will the liquor you sell/serve be products only manufacture/produced at your licensed premises names in Section 1?  Yes  No
3. List the number of Fair/Festival licenses you have been issued in the current calendar year 2
4. List the number of days you have held a licensed Fair/Festival in the current calendar year 4
5. What security and control measures will you take to prevent violations of state liquor laws at this event?
- 4 # of Police Officers on Site Fencing  Yes  No
- 4 # of Security Personnel on Site Barriers  Yes  No
6. I am familiar with and have read statutes for Arizona's fair/festival privileges, requirements and penalties? (Farm Winery A.R.S. §4-203.03, Craft Distillery A.R.S. §4-205.11, either being held at a Special Event A.R.S. §4-203.02)  Yes  No
7. I have taken responsible steps to ensure individuals operating the fair/festival licensed premises and employees who serve, sell or furnish liquor at this fair/festival have knowledge of Arizona liquor laws? (R19-1-302)  Yes  No

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





**SECTION 6** This section to be completed only by the applicant named in section #1

I, Rodney Edward Keeling declare that I am the APPLICANT filing this application as listed in Section 8. I have read the application and the contents and all statements are true, correct and Complete.

X [Signature] OWNER/MEMBER 8-28-2015 520-507-2301  
(Signature) Title/Position Date Phone #

The foregoing instrument was acknowledge before me this 28 August 2015  
Day Month Year

State Arizona County of Cochise

My Commission Expires on: 2/19/2019 [Signature]  
Date Signature of Notary Public



The local governing body (city, town or municipality where the fair/festival will take place) may require additional applications to be completed and submitted. Please check with local government as to how far in advance they require these applications to be submitted. Additional licensing fees may also be required before approval may be granted.

**SECTION 7** Local Governing Body Approval Section

I, \_\_\_\_\_ recommend  APPROVAL  DISAPPROVAL  
(Government Official) (Title)  
on behalf of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(City, Town, County) Signature Date Phone #

FOR DEPARTMENT OF LIQUOR 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.

14253

# GLENDALE POLICE DEPARTMENT

## Liquor Application Worksheet

Date: 11-30-15

License Type: **Seires 16 Wines Festival/Wine Fair**

Definition: Allows a licensed domestic farm winery to serve samples of its products on the wine festival premises and the sale of such products in original containers for consumption off the wine festival premises.

Application Type: **New License**

Definition: New license

Business Name: **Keeling Schaefer Vineyards**

Business Address: **10277 E. Rock Creek LN., Pearce, AZ (Event at 58th Ave and Glenn DR.)**

### Applicant/s Information

Name: **Keeling, Rodney**

Name:

Name:

Name:

### Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 11/30/2014	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults			
Robberies			
Burglary / Theft	3		
911 calls	10		
Trespassing	5		
Accidents	2		
Fraud / Forgery	1		
Threats	4		
Criminal damage			
Other non-criminal*	29		
Other criminal	1		
<b>Total calls for service</b>	<b>55</b>	<b>N/A</b>	<b>N/A</b>

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

# GLENDALE POLICE DEPARTMENT

## Liquor Application Worksheet

Page 2 of 2

### Applicant Background Synopsis:

Event is scheduled for 01-09-16 (Sat) (Glendale Glitter & Glow Block Party).

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>11-30-15</u>
Chief of Police or designee	<u>AC Matt Luey S92</u>	<u>11-30-15</u>

14-254

# GLENDALE POLICE DEPARTMENT

## Liquor Application Worksheet

Date: 11-30-15

License Type: **Seires 16 Wines Festival/Wine Fair**

Definition: Allows a licensed domestic farm winery to serve samples of its products on the wine festival premises and the sale of such products in original containers for consumption off the wine festival premises.

Application Type: **New License**

Definition: New license

Business Name: **Keeling Schaefer Vineyards**

Business Address: **10277 E. Rock Creek LN., Pearce, AZ (Event at 58<sup>th</sup> Ave and Glenn DR.)**

### Applicant/s Information

Name: **Keeling, Rodney**

Name:

Name:

Name:

### Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 11/30/2014	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults			
Robberies			
Burglary / Theft	3		
911 calls	10		
Trespassing	5		
Accidents	2		
Fraud / Forgery	1		
Threats	4		
Criminal damage			
Other non-criminal*	29		
Other criminal	1		
<b>Total calls for service</b>	<b>55</b>	<b>N/A</b>	<b>N/A</b>

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

# GLENDALE POLICE DEPARTMENT

## Liquor Application Worksheet

### Applicant Background Synopsis:

Event is scheduled for 02-05-16 (Fri), 02-06-16 (Sat) and 02-07-16 (Sun) (Glendale Chocolate Affaire).

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>11-30-15</u>
Chief of Police or designee	<u>AC Matt Lively 572</u>	<u>11-30-15</u>



## Legislation Description

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**File #: 15-746, Version: 1**

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### **RATIFICATION OF SERVICE LEVEL AGREEMENT FOR COURT COMPUTER HARDWARE AND SOFTWARE APPLICATIONS WITH ARIZONA SUPREME COURT**

Staff Contact: Elizabeth Finn, Presiding Judge

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

This is a request for City Council to ratify the agreement between Glendale City Court and the Arizona Supreme Court, Administrative Office of the Courts (AOC) for computer hardware and software applications. The AOC supplies the Court with its case management system as well as the computers networked with the system.

It is further requested that the City Council authorize the Presiding Judge to extend this agreement, at her discretion, for an additional four years in one-year increments until June 30, 2020, at an amount not to exceed \$423,903 over the five year period. Prior to exercising any future renewal options, the City Court shall notify the City Manager of any changes in cost structure.

#### **Background**

The AOC maintains authority for the statewide automation of court processes and procedures, including hardware, software, communications support, installation and maintenance and has established a plan called the Arizona Court Automation Project (ACAP). The AOC has provided all these services and hardware to Glendale City Court since 1999.

#### **Analysis**

Alternative vendor options are not available for consideration. Under Arizona Revised Statutes, the AOC's Information Technology Division is solely responsible for the automation of these processes and requires compliance with ACAP terms and conditions. Without the services provided under ACAP, Glendale City Court would be unable to utilize its case management system and automated court collections programs.

#### **Previous Related Council Action**

On February 25, 2014, City Council approved a request to ratify this agreement. At that time, there was no mechanism recommended to review and address the perpetual nature of this agreement. The agreement states "This document will remain in effect until replaced with an updated version." Appropriation for the expenses has been adopted by the Council each year as part of the budget process.

#### **Budget and Financial Impacts**

As a condition of ACAP, Glendale City Court pays semi-annual, per-device costs to AOC. These costs vary, as fluctuating staffing levels result in changing per-device volumes. For fiscal year 2015-16, the total ACAP expenditure by Glendale City Court is \$57,513.

<b>Cost</b>	<b>Fund-Department-Account</b>
\$57,513	1000-10410-518200, Professional and Contractual

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?



**Administrative Office of the Courts  
Information Technology Division  
Service Level Agreement**

**Arizona Court Automation Project  
Glendale Municipal Court**

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**Administrative Office of the Courts  
Information Technology Division  
Service Level Agreement**

**Arizona Court Automation Project  
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**1. Purpose**

This agreement is entered into by and between the Arizona Supreme Court, Administrative Office of the Courts, Information Technology Division, herein referred to as “AOC/ITD” and **Glendale Municipal Court**, herein referred to as “Local Site” and outlines the service level roles, responsibilities, and objectives of both parties in regards to the automation project indicated below.

Whereas, the AOC/ITD is responsible for the automation of court management processes and procedures, including hardware, software, communications support, installation and maintenance, and has established a plan called the Arizona Court Automation Project (ACAP) and

Whereas, the Local Site desires to participate in the ACAP project under the terms and conditions established by this Agreement.

**2. Scope of services**

AOC/ITD supports the day-to-day operations of the Arizona Court System through the maintenance and support of the AZTEC Court Management software application, JOLTS application, Crystal Info Report Designer application, Internet/Intranet (access, web page development and web application development), Tax Intercept Program (TIP), Combined Statistical Reporting (CASPER), Outlook 2000 and WordPerfect 8 desktop software, which run on the RS/6000, AS/400, NT/Exchange servers or on the physical desktop machine. AOC/ITD will also provide and support all hardware (PCs, printers, routers, hubs, etc.) to accomplish this automation.

**Service offerings include:**

• <b>Systems Operations</b>	Access to, operation of and support for a data processing environment for all AOC mid-range systems and client servers (i.e., AS/400, RS6000, NT/Exchange).
• <b>Equipment</b>	Will provide hardware and support for all AOC Leased PC's and AOC owned Printers. Local Site equipment is described in Addendum A.
• <b>Software</b>	Will provide software and support for all AOC sponsored applications. Local Site software is described in Addendum B.
• <b>Backups</b>	Regular server and application backups will be performed.
• <b>Recovery</b>	Data recovery, when required, will be completed in accordance with established AOC/ITD processes and procedures.
• <b>Infrastructure</b>	Will provide connectivity and support to local and wide-area data communication networks.



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<ul style="list-style-type: none"> <li>• <b>Asset Management</b></li> </ul>	<p>Using the Altiris software, the AOC Information Technology Division will be responsible for the remote Asset Inventory of all AOC Leased PCs or owned Printers. This will include both hardware inventory and software inventory of each PC.</p>
<ul style="list-style-type: none"> <li>• <b>Project Management and Consulting</b></li> </ul>	<p>Provides expertise and consultation on capacity and infrastructure needs, when necessary.</p>
<ul style="list-style-type: none"> <li>• <b>Problem Management</b></li> </ul>	<p>The <b>AOC/ITD Problem Management</b> process will be utilized for the management and tracking of all reported problems for any of the categories listed above. <b>All problems should be reported to the AOC Support Center</b> (see Paragraph 11 - Technical Support - for more information).</p> <ul style="list-style-type: none"> <li>• <b>AOC Support Center</b> - Provides first level operational support for:             <ul style="list-style-type: none"> <li>• All AOC mid-range system applications</li> <li>• All AOC client/server applications</li> <li>• All LAN, WAN and AOC supported File Servers queries</li> <li>• All AOC supported desktop software applications</li> <li>• All Intranet queries</li> <li>• All Internet queries</li> <li>• All general technology inquiries</li> </ul> </li> <li>• The <b>AOC Support Center</b> is also responsible for:             <ul style="list-style-type: none"> <li>• Processing scheduled/planned work requests</li> <li>• Communicating to all impacted users regarding emergency and routine system maintenance outages</li> <li>• User profile create/modify/delete requests</li> <li>• Password management</li> <li>• Logging all calls received into the Remedy Action Request System</li> <li>• Managing timely customer responsiveness and resolution</li> <li>• Manage compliance of this SLA and resolution timeframes detailed in Paragraph 3, Performance goals</li> </ul> </li> <li>• <b>Field Support</b> – Provides second level technical assistance, including installation and support of AOC approved hardware and software.</li> <li>• <b>Other AOC Second Level Support Groups</b> – Provides additional application software and/or operational support, when necessary.</li> </ul>



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**3. Performance goals**

The following are the problem severity codes and subsequent customer communication and problem resolution time frames used by the AOC Support Center, Information Technology Division and other AOC Divisions for prioritizing and resolving all support calls. AOC Support Center personnel, or appropriate second level support personnel, will make every effort to communicate back to the customer and resolve problems within these time frames with at least 90% compliance within these established timeframes.

Severity Code	Severity Description	Response to Customer	Resolution Timeframe
1 (Urgent)	The system, network or prime business application is inoperable for all users	Within 30 minutes of call and every hour until resolution	Eight Hours (one business day)
2 (High)	The system, network or prime business application is inoperable for one or more, but not all, users	Within 1 hour of call and every two hours until resolution	Sixteen Hours (two business days)
3 (Medium)	The user is experiencing a functional error; General information and/or training in a specific area is required; User Profile Requests	Within Four (4) hours of call	Twenty Four Hours (three business days)
4 (Low)	The system is functioning according to design and problem can only be resolved by an application system modification, (these issues will need to be evaluated to determine prioritization and funding requirements); Purchasing Requests; Special Projects and Consulting Services	Within Eight (8) hours of call	At least ten business days for Purchasing Requests; No specified time for Enhancement Requests or Special Projects as these will vary depending on scope, requirements and resources

**4. Performance measures**

The Information Technology Division produces monthly management reports to determine compliance with established Service Level Agreements and the Problem Management Process. These reports are obtained by collecting data input into the Remedy Action Request System, which is the Problem Management System being utilized by all AOC service providers. Reports are available on the Reports page of the AOC Support Center Web Page for customer review (<http://supreme22/support/reports.htm>).



# Administrative Office of the Courts Information Technology Division Service Level Agreement

## Arizona Court Automation Project Glendale Municipal Court

### 5. Constraints

- If networking or system integration is maintained locally, all relative problem resolution timeframes listed in Paragraph 3 will be complied with by local IT or designated personnel. Follow up will be to the AOC Support Center in the timeframes listed in Paragraph 3.
- Any connections to AJIN without prior approval from the AOC are in violation of this Agreement and may result in immediate removal of all services described in this document and termination of this Agreement.
- Addendum D, Agreement for Connection of Outside Sources must be completed and attached to this Agreement if networking or system integration is maintained locally.
- If local MIS support is requested instead of the Problem Management process listed above, then the AOC is under no obligation to meet the service levels detailed in Paragraph 3, Performance Goals.

### 6. Maintenance schedules

- Standard: Systems and/or Network may be unavailable for routine maintenance every second Sunday of the month beginning at 10:00 p.m. through the following Monday at 6:00 a.m.
- As scheduled and agreed in advance with affected business units.
- As necessary, with at least 30 minutes notice to all affected users, to resolve critical, urgent problems.

### 7. Equipment

- The AOC shall initially provide the equipment described in Addendum A. Equipment must be used only for the purpose set forth in this Agreement, and may not be transferred, sold, exchanged or dismantled without written approval from the AOC. Equipment that is no longer needed or usable shall be transferred to the AOC according to policies and procedures adopted by the AOC.
- Equipment may be moved to another facility or location with 30 days prior written notice to and approval by the AOC. Reinstallation of communication lines and equipment and all other expenses incurred by this relocation shall be at the sole expense of the Local Site.
- The Local Site will not make configuration changes or add optional equipment to any equipment purchased or leased by the AOC without prior written notice and approval by the AOC. This includes, but is not limited to, PC operating systems, networking equipment, local area networks, internal hardware devices (i.e. cd roms), etc.
- 30 days prior written notice must be provided to the AOC and approval granted for any proposed additions, changes or deletions to or from the network.

### 8. Equipment Support and Maintenance

The AOC will provide equipment support and maintenance, either by itself, or through the use of third party vendors for all hardware and software described in this agreement. The Local Site agrees to place all requests for service with the AOC Support Center and to pay directly for any maintenance service not covered under product warranty or third party vendor maintenance agreement. This includes, but is not limited to:

- Service performed due to user mishandling of equipment
- Consumable printer supplies
- (i.e., toner cartridges, paper, printer maintenance kits, etc.)



## **Administrative Office of the Courts Information Technology Division Service Level Agreement**

### **Arizona Court Automation Project Glendale Municipal Court**

#### **9. Software**

- The AOC agrees to provide the Local Site use of the AOC sponsored software application, and other software as shown on Addendum B. The Local Site agrees to use this software in conformance with the operating procedures and standards issued by the AOC and conformance with any and all applicable license agreements.
- Usage of the software by non-court entities shall be limited to non-manipulative access and subject to applicable and reasonable security measures.
- The Local Site will not make configuration changes or install other software without prior written notice and approval by the AOC.
- The Local Site will accept all version changes and/or software release updates and modifications to the software as provided, from time to time, from the AOC. Should any PC become unstable within its primary function, the AOC reserves the right to restore the PC to its original software environment.

#### **10. Software Support and Maintenance**

The AOC shall, itself or through the use of a third party vendor, support all AOC sponsored software applications, including all software modifications and/or enhancements. "Enhancements" shall mean functional changes to the Software and are subject to approval. Modifications and enhancements to the software required due to legislative changes or changes in court rules will be funded by the AOC, subject to funds being available. Each site agrees to pay its proportionate share of other software modification and enhancement costs, if necessary, except where AOC or other state funding may be made available. The assessment of additional costs pursuant to this section shall be timed to conform with the budgeting cycle of the Local Site.

#### **11. Technical Support**

The AOC will provide user support for hardware, network communications, statewide sponsored software applications and any desktop software as indicated in Addendums A and B.

- All problems, questions or service requests will be directed to the AOC Support Center.
- User support will be provided via telephone, email, fax, or the Remedy ARWeb problem reporting system.
- User support will be provided between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday, excluding state observed holidays.
- In the event that on-site support is deemed necessary, representatives from the AOC Field Support unit, or appropriate third party vendor, will be dispatched to site.
- Every effort will be made by all AOC service providers to conform to the established Service Level Agreements stated in Paragraph 3.
- If networking or system integration is maintained locally, all relative problem resolution timeframes listed above will be complied with by local IT or designated personnel. Follow up will be to the AOC Support Center in the timeframes listed above.
- The AOC Support Center and/or Field Support unit will be responsible for annual fixed asset inventory.

#### **12. Authority of Presiding Judge**

- The Presiding Judge of the Superior Court in each county, or designee, shall exercise administrative supervision over the system installation and operation within the county. Such supervision shall include ensuring compliance with the terms and conditions of this Agreement, securing funding for and payment of local on-going costs and resolving disputes about the allocation of local costs, if applicable.
- Appoint representatives to statewide project steering committees.



## Administrative Office of the Courts Information Technology Division Service Level Agreement

### Arizona Court Automation Project Glendale Municipal Court

#### 13. Cost

- The Local Site agrees to pay a portion of the cost, based primarily on the number of devices accessing the network and/or networked applications (PCs and printers), of the “on-going costs” for equipment maintenance, communication links, and application support as shown in Addendum C or as modified, from time to time, by the AOC. The Local Site will receive a detailed invoice on the cost allocation. Amounts assessed to the Local Site for on-going costs shall be billed semi-annually, July and January. They shall be payable within 30 days of receipt of invoice.
- From time to time, as recommended and approved, enhancements to AOC sponsored software applications may be required. The Local Site agrees to pay its proportionate share of the cost of these enhancements if other funding is not available. One or more sites desiring a specific change may also fund enhancements to the software. These enhancements may be made available to other sites with AOC approval.
- The Local Site agrees to provide funding, equipment and resources for local electronic communications, which the Local Site may, with prior written notice and AOC approval, wish to establish with other local entities.
- Pay any costs associated with accessing special services such as Westlaw or any similar account that the Local Site may opt to use.
- Pay all costs associated with equipment maintenance not covered under statewide maintenance agreements.
- Pay all costs associated with acquiring, installing and using additional equipment and the costs of replacing equipment, as needed.
- Pay all costs associated with reconfiguring non-working equipment due to Local Site’s attempts to change configuration, load additional software, add additional equipment, etc. without approval of the AOC.

#### 14. Security/Electronic Communications

- Local Site agrees to comply with established Arizona Judicial Department Electronic Communications Policy.
- Policy is available on-line at <http://www.supreme.state.az.us/orders/admorder/orders02/2002-30.pdf>.
- It is the responsibility of each user at Local Site to read and understand this policy.
- Each user at Local Site will sign and return to the AOC Support Center the Acknowledgement of User Policies (Addendum E).

#### 15. Reproduction

The software provided under this Agreement may not be copied or reprinted in whole or in substantial part, except, however, that Local Site may make additional copies software for back up and on-going support purposes. Local Site may copy documentation, as needed, for its own internal use.

#### 16. Termination

- Either party may terminate this Agreement with the approval of the Administrative Director of the Courts.
- Any termination will be effective on July 1. The terminating party must provide the other party written notice no later than the first day of April of the calendar year in which the termination will occur.
- If either party terminates this Agreement, the Local Site agrees to transfer, at its sole expense, all AOC equipment, software and other materials to the AOC, or any other location designated by the AOC, within 10 days of the effective date of such termination. The Local Site may retain an electronic copy of that site’s data for the purpose of carrying on daily operations.
- The parties acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. §38-511.



**Administrative Office of the Courts  
 Information Technology Division  
 Service Level Agreement**

**Arizona Court Automation Project  
 Glendale Municipal Court**

**17. Terms of Agreement**

The signature of this document indicate agreement to its content, that it is valid, has achievable objectives, and represents the intent of the AOC; Information Technology Division to meet the system needs of the Local Site as they relate to the ACAP application(s) and technological environment.

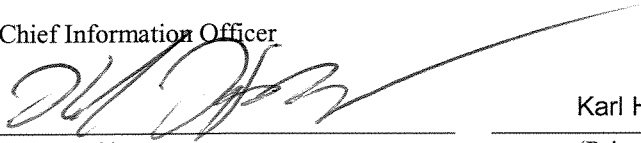
Any modifications to this agreement require the review and approval of both parties.

This document will remain in effect until replaced with an updated version. It will be reviewed annually for currency, accuracy, and completeness.

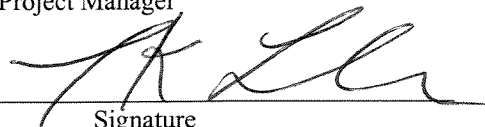
**18. Approval**

**Arizona Supreme Court  
 Administrative Office of the Courts  
 Information Technology Division**

Chief Information Officer

 _____ Signature	Karl Heckart _____ (Print Name)	6/30/05 _____ Date
--	---------------------------------------	--------------------------

Project Manager

 _____ Signature	Tim Lawler _____ (Print Name)	6/30/05 _____ Date
---	-------------------------------------	--------------------------

**Local Site**

Presiding Judge

 _____ Signature	Elizabeth Finn _____ (Print Name)	7/6/05 _____ Date
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**Administrative Office of the Courts  
Information Technology Division  
Service Level Agreement**

**Arizona Court Automation Project  
Glendale Municipal Court**

**Addendum A: Equipment**

Current description and quantities of standard hardware can be located at the following website  
<http://supreme22/support/acap.htm>

**Addendum B: Software**

Current list and description of standard software can be located at the following website  
<http://supreme22/support/acap.htm>

**Addendum C: Costs**

<b>On-Going Local Costs Schedule and Breakdown For Existing Equipment</b>			
<b>Hardware Type</b>	<b>Initialization Fee</b>	<b>On-going Annual Device Fee</b>	<b>Frequency</b>
Personal Computer	N/A	\$750 in FY05/ \$1000 in FY09	Semi-Annually (July/January)
Printer	N/A	\$750 in FY05/ \$1000 in FY09	Semi-Annually (July/January)
Laptop	N/A	\$1250 in FY05/ \$1500 in FY09	Semi-Annually (July/January)
<b>Local Costs Schedule and Breakdown For New Equipment/Software</b>			
New Personal Computer	\$260 Fully Configured \$200 Browser/Email Only \$580 Imaging System	\$750 in FY05/ \$1000 in FY09	One-Time Initialization Fee; Semi-Annual Device Fee
New Printer	N/A	\$750 in FY05/ \$1000 in FY09	Semi-Annual Device Fee
Cabling	\$200 (approx.)	N/A	One-Time Initialization Fee
New Laptop	\$260 Fully Configured \$200 Browser/Email Only	\$1250 in FY05/ \$1500 in FY09	One-Time Initialization Fee; Semi-Annual Device Fee
Seagate Info Software	\$XXX	N/A	One-Time Licensing Fee





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**Addendum D: Agreement for Connection of Outside Sources**

I agree that connection to the outside resource is essential to my business processes and that the AOC is only responsible for the networking services \_\_\_\_\_.

The \_\_\_\_\_ will be responsible for providing all networking problem resolution services not defined within Section 2, Scope of Services.

The AOC will do everything reasonably possible to help escalate the restoration of a failed service by working with the third party network providers. Service outages caused by third party connections will not be held against the AOC Service Level Agreement.

The AOC retains the right to disconnect any third party connections from the Arizona Judicial Information Network (AJIN) in the event of performance problems, outages, duplicate IP addresses, hackers, viruses, and any other problems that point to such connections.

**ARIZONA SUPREME COURT  
Administrative Office of the Courts  
Information Technology Division**

Chief Information Officer

_____	_____	_____
Signature	(Print Name)	Date

Project Manager

_____	_____	_____
Signature	(Print Name)	Date

**Local Site**

Presiding Judge

_____	_____	_____
Signature	(Print Name)	Date

County/City IT Director/Manger

_____	_____	_____
Signature	(Print Name)	Date



# **Administrative Office of the Courts Information Technology Division Service Level Agreement**

## **Arizona Court Automation Project Glendale Municipal Court**

### **Addendum E: Acknowledgement of User Policies**

#### **Administrative Office of the Courts Information Technology User Acknowledgment of User Policies**

I understand that as part of my job duties and responsibilities, I must refrain from any and all of the following:

1. Revealing Court data to any person or persons outside or within the Courts who have not been specifically authorized to receive such data, excepting information that may be provided in response to valid public records requests.
2. Attempting or obtaining access to Court data not relevant to my assigned job duties.
3. Entering/altering/erasing Court data without authorization, or for direct or indirect personal gain or advantage, or for personal amusement.
4. Entering/altering/erasing Court data maliciously, or in retribution for real or imagined abuse.
5. Asking another user to reveal his/her personal logon account password, revealing my personal logon account password to another person, and/or using another person's personal logon account and password. (ITD personnel are exempt when and only in the performance of their assigned technical support duties).
6. Possessing, installing or using programs without authorization that are designed for or capable of defeating computer and network security measures, fraudulently simulating system responses, erasing or altering files maliciously without detection, affecting systems control information, or interfering with systems efficiency or causing a system crash.

In relation to my responsibilities regarding the proprietary rights of the authors of computer software utilized by my Court, I recognize that:

1. Court employees shall use the software in accordance with the license agreement.
2. Court employees who know of any misuse of software or related documentation within the Courts shall notify their manager/supervisor.
3. The Court licenses the use of computer software and related documentation from a variety of outside companies, and unless authorized by the software developer, does not have the right to reproduce it.



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4. Court employees making, acquiring, or using unauthorized copies of computer software are subject to disciplinary action in accordance with Court guidelines as appropriate to the circumstances. Such discipline may include termination.
5. According to U.S. Copyright Law 17 USC Sections 101 and 506, illegal reproduction of software can be subject to civil damages of as much as \$100,000 per work copied, and criminal penalties, including fines and imprisonment.
6. In the event that an employee is sued or prosecuted for the illegal reproduction of software, he/she may not be entitled to state-funded counsel.

In relation to my responsibilities regarding the use of email, the Internet and other electronic communications using Court-provided networks, accounts or software, I have read and expressly consent to the provisions in the Arizona Judicial Department Electronic Communications Policy.

I understand and accept my responsibility for adhering to Court security, computer software, email and Internet policies as outlined above. I understand infractions may be subject to disciplinary action in accordance with Court guidelines. My signature is required for continued access to Court computer equipment/software.

Name of Employee (Last, First, MI)	Employee Signature	Date
Location (Court, Department, Division)	Supervisor or Human Resources Signature	Date



## Legislation Description

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**File #: 15-749, Version: 1**

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**AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH SUMMIT ELECTRIC SUPPLY CO., INC., AND APPROVE THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF PARTS FOR VARIOUS WATER AND WASTEWATER TREATMENT FACILITIES**

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

**Purpose and Recommended Action**

This is a request for City Council to authorize the Acting City Manager to enter into a linking agreement with Summit Electric Supply Co., Inc. (Summit) for the purchase of electrical parts in an amount not to exceed \$75,000. This cooperative purchase is available through an agreement between the City of Tempe and Summit, contract T11-093-03, and is effective through February 5, 2016.

**Background**

The City's water treatment, distribution, wastewater collection and treatment systems include an array of groundwater wells, booster stations, lift stations and other process equipment. From time to time, this equipment needs maintenance, repair and replacement of parts. The labor is provided by department staff and the parts are purchased as needed. As most vendors do not supply parts for all brands or types of equipment, the City will contract with multiple electrical suppliers.

Currently, the City has multiple agreements for parts and supplies and intends to contract with additional firms as needed.

**Analysis**

Cooperative purchasing allows counties, municipalities, schools, colleges and universities in Arizona to use a contract that 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 December 1, 2011, the City of Tempe entered into an agreement; contract T11-093-03, for electrical supplies. 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.

This action will authorize the Acting City Manager to enter into a linking agreement with Summit through

February 5, 2016.

**Previous Related Council Action**

On October 13, 2015, Council authorized the expenditure of funds in an annual amount not to exceed \$100,000 from Keller Electrical Industries, Inc. for the repair services.

**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 2015-16 Water Services operating budget.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$75,000</b>	<b>2360-17160-523400, Arrowhead Water Reclamation Facility</b>
	<b>2360-17170-523400, West Area Water Reclamation Facility</b>
	<b>2400-17240-523400, Central System Controls</b>
	<b>2400-17280-523400, Central System Maintenance</b>
	<b>2400-17250-523400, Pyramid Peak Water Treatment Plant</b>
	<b>2400-17260-523400, Cholla Water Treatment Plant</b>
	<b>2400-17290-524400, 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  
SUMMIT ELECTRIC SUPPLY CO., 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 Summit Electric Supply Co., Inc., a New Mexico corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

**RECITALS**

- A. On December 1, 2011, under the S.A.V.E Cooperative Purchasing Agreement, the City of Tempe entered into a contract with Contractor to purchase the goods and services described in the Electric Supplies Contract, Contract No. T11-093-03, which is attached hereto as Exhibit A. The Electric Supplies Contract permits its cooperative use by other governmental agencies including the City. The Electric Supplies Contract is hereinafter referred to as the Cooperative Purchasing Agreement.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

**AGREEMENT**

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

1. **Term of Agreement.** The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was December 1, 2011, until the date the contract expires on February 5, 2016, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not extend the contract

beyond February 5, 2016. The period of this Agreement therefore is the period from the Effective Date of this Agreement until February 5, 2016.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit C.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporate into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree to a different schedule, as provided in Exhibit D.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed seventy-five thousand dollars (\$75,000).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

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

6. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

7. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale  
c/o Anthony Weathersby  
7070 W Northern Ave  
Glendale, Arizona 85303  
623-930-4108

and

Summit Electric Supply Co., Inc.  
c/o Terri Watkins  
1881 East University Drive  
Phoenix, AZ 85034

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

"City"

"Contractor"

City of Glendale, an Arizona  
municipal corporation

Summit Electric Supply Co., Inc.,  
a New Mexico corporation

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

By: Craig Gibson  
Name: CRAIG GIBSON  
Title: ACCOUNT MANAGER

ATTEST:

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

APPROVED AS TO FORM:

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



**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
SUMMIT ELECTRIC SUPPLY CO., INC.**

**EXHIBIT A**

City of Tempe Electric Supplies Contract T11-093-03

# REQUEST FOR PROPOSAL

CITY OF TEMPE

REQUEST FOR PROPOSAL : 11-093

RFP ISSUE DATE: 10/12/2010

Commodity Code(s): 033-05

PROCUREMENT DESCRIPTION: Electrical Supplies

PROPOSAL DUE Tuesday, November 9, 2010, 3:00 P.M. Local Time

DATE/TIME:

Late proposals will not be considered.

## PROPOSAL RESPONSE MUST BE DELIVERED TO CITY PROCUREMENT OFFICE.

Mailing Address: P.O. Box 5002, Tempe, AZ 85280  
Street Address: 20 E. Sixth Street (2<sup>nd</sup> Floor), Tempe, AZ 85281

PRE-PROPOSAL CONFERENCE (if scheduled): N/A

DEADLINE FOR INQUIRIES: Thursday, October 28, 2010 5:00 P.M., Local Time

Sealed proposals must be received and in the actual possession of the City Procurement Office on or before the exact Proposal Due Date/Time indicated above. Proposal responses will be opened and each Offeror's name will be publicly read. Prices are not read and shall be kept confidential until award. Late proposals will not be considered.

Proposals must be submitted by a sealed envelope/package with the Request for Proposal number, Offeror's name and address clearly indicated on the envelope/package. **It is critical that the RFP number be included on the front of the envelope to ensure proper handling.**

Proposals must be completed in ink or typewritten and a completed proposal response returned to the City Procurement Office by the Proposal Due Date/Time indicated above. The "Vendor's Offer" (Form 201-B RFP) must be completed and signed in ink. Proposals by electronic transmission, telegraph, mailgram or facsimile will not be considered.

Offerors are asked to immediately and carefully read the entire Request for Proposal and not later than ten (10) days before the Proposal Due Date/Time, address any questions or clarifications to the Procurement Officer identified below:

Tony Allen \_\_\_\_\_, CPPB E-mail: anthony\_allen@tempe.gov Phone No: 480-350-8548

**Procurement Officer**

Award recommendations are publicly posted to the City Procurement Office web page [www.tempe.gov/purchasing](http://www.tempe.gov/purchasing) and at the Procurement Office reception counter.

Submit one (1) original signed and completed proposal response for evaluation purposes. For this specific RFP, one (1) additional proposal response copy and six (6) electronic copies of proposal response are also to be submitted for evaluation purposes. A late, unsigned and/or materially incomplete proposal response will be considered nonresponsive and rejected.

The City Procurement Office is committed to fair and equal procurement opportunities for all firms wishing to do business with the City and encourages the participation of small and disadvantaged businesses.

\_\_\_\_\_  
MG

Michael Greene, C.P.M.  
Central Services Administrator

**Vendor's Offer**  
Form 201-B (RFP)

It is required that Offeror complete, sign and submit the original of this form to the City Procurement Office with the proposal response. An unsigned "Vendor's Offer", late proposal response and/or a materially incomplete response will be considered nonresponsive and rejected.

Offeror is to type or legibly write in ink all information required below.

Company Name:	<u>SUMMIT ELECTRIC SUPPLY</u>		
Company Mailing Address:	<u>205 S. 29TH ST.</u>		
City:	<u>PHOENIX</u>	State:	<u>ARIZONA</u>
		Zip:	<u>85035</u>
Contact Person:	<u>CARL BOUK</u>	Title:	<u>ACCOUNT MANAGER</u>
	<u>Jerry Rhoden</u>		<u>Summit.com</u>
Phone No.:	<u>602-267-1000</u>	FAX:	<u>602-275-4273</u>
	<u>x4228</u>	E-mail:	<u>CBOUK@SUMMIT.COM</u>
Company Tax Information:			
Arizona Transaction Privilege (Sales) Tax No.:	<u>07-405588-C</u>	or	
Arizona Use Tax No.:	<u>91008151</u>		
Federal I.D. No.:	<u>850252176</u>		
City & State Where Sales Tax is Paid:	<u>PHOENIX</u>	<u>ARIZONA</u>	
If a Tempe based firm, provide Tempe Transaction Privilege (Sales) Tax No.:	_____		

**THIS PROPOSAL IS OFFERED BY**

Name of Authorized Individual (TYPE OR PRINT IN INK) CARL BOUK

Title of Authorized Individual (TYPE OR PRINT IN INK) Carl Bouk

**REQUIRED SIGNATURE OF AUTHORIZED OFFEROR (MUST SIGN IN INK)**

By signing this Vendor's Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offeror or potential Offeror. In accordance with A.R.S. 35-393, et seq., the Offeror hereby certifies that it does not have scrutinized business operations in Iran or Sudan. Failure to sign and return this form with proposal response will be considered nonresponsive and rejected.

Carl Bouk  
Signature of Authorized Offeror

11/08/10  
Date

## INSTRUCTIONS TO PROPOSERS

Failure to follow these instructions shall result in rejection of proposal for non-responsiveness or cancellation of any Contract awarded.

1. **Preparation of Proposal:**

- A. Proposals shall be submitted to the City of Tempe (“City”) in the sequence specified herein, on the forms attached hereto, including Vendor’s Offer, Form 201-B (RFP).
- B. All proposals shall be submitted on the forms provided in this Request for Proposal, signed by an authorized signer and returned with the proposal response to the City.
- C. Completed and signed proposal forms for offer, acceptance and any solicitation amendments shall be signed by an authorized individual. Such proposal constitutes an irrevocable Offer to sell the good and/or service specified herein. Offeror shall submit all additional data, documentation, or information as requested by the City, signifying its intent to be bound by the terms of the Request for Proposal.
- D. Negligence in preparation of a proposal confers no right of withdrawal. Offeror is solely responsible for seeking clarification of any requirement and presenting accurate information in the proposal response. The City shall not reimburse any costs for a proposal, or its submission, presentation or withdrawal, for any reason.
- E. Offeror shall identify each subcontractor to be utilized in the services and/or work set forth herein, in the proper form as indicated.

2. **Late, Unsigned and/or Incomplete Proposal:** A late, unsigned and/or materially incomplete proposal will be considered nonresponsive and rejected.

3. **Inquiries:** Questions regarding this Request for Proposal shall be directed to the City Procurement Officer identified on the cover page of this document, unless another City contact is specifically named. Inquiries shall be submitted in writing, identifying the appropriate Request for Proposal’s number, page and paragraph at issue. **PLEASE NOTE: Offeror must not place the Request for Proposal’s number on the outside of an envelope containing questions.** Oral responses provided by the City shall have no binding effect or legal effect. Inquiries should be submitted no later than ten (10) days before proposal due date/time. Those received within ten (10) days of the proposal due date/time shall not be considered. The City reserves the right to contact Offerors to obtain additional information for use in evaluating proposal and solicitation requirements.

4. **Proposal Conference:** If a proposal conference is scheduled, Offeror shall attend the conference to seek clarification of any points of confusion or requirements at issue.

5. **Withdrawal of Proposal:** At any time before the specified proposal due date and time, an Offeror may withdraw its proposal by way of written correspondence from the Offeror or its authorized representative.

6. **Proposal Addenda:** Receipt and acceptance of a Request for Proposal Addendum shall be acknowledged by signing and returning the document either with the vendor’s proposal response or by separate envelope prior to proposal due date/time. Failure to sign and return an addendum prior to the proposal due date/time may result in the proposal being considered nonresponsive to that portion of the Request for Proposal and may result in rejection.

7. **Evaluation:** The City shall determine whether a proposal meets the specifications and requirements of this Request for Proposal, at its sole discretion, and reject any proposals not meeting the intent or requirements set forth therein. The City reserves the right to reject any and all proposals.
8. **Payment:** For a single requirement purchase, the City will make an effort to remit payment within thirty (30) calendar days from receipt and approval of acceptable products, materials and/or services and approval of correct invoice. For ongoing term Contract purchases, the City will make an effort to remit payment within thirty (30) calendar days from approval of monthly statement.
9. **Discounts:** Payment discounts periods shall be computed from the date of receipt of acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed. Discounts shall be taken on the full amount of the invoice, unless otherwise indicated. The City shall be entitled to receive any discounts offered by Offeror, if payment is made within the discount period.
10. **Compliance with City Solicitation Requirements:** Unless stated otherwise in this Request for Proposal, the City reserves the right to award by individual line item, by group of items, or as a total at the City's discretion. The City expressly reserves the right to waive any immaterial defect or informality, or reject any or all proposals, or portions thereof, or reissue this Request for Proposal.
11. **Award of Contract:** A proposal shall constitute a binding Offer to Contract with the City based on the terms, conditions and specifications contained in this Request for Proposal. An Offeror shall become a Contractor only upon execution of a formal Contract from the City Procurement Office ("Contract"). Unless this Request for Proposal includes separate contract document(s) or requires the Offeror to submit a contract for review, a contract shall be formed when the City Procurement Office provides a written notice of award or a purchase order to the successful Offeror. All items and conditions of the Contract are contained herein, unless modified by an amendment approved by the City. Proposals that take exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the vendor's Offer to be considered non-responsive and rejected. Exceptions will be evaluated on an individual basis to determine compliance with the purpose and intent of the terms and conditions stated within this solicitation. The City shall be the sole judge as to whether an exception complies with the general purpose and intent of any term, condition and/or specification set forth herein.
12. **Taxes:** All materials, equipment and/or products shall be proposed as F.O.B. City, prepaid. Unless specified herein, sales, use or federal excise tax shall not be included in proposal pricing. The City is exempt from payment of federal excise tax. For proposal evaluation, transaction (sales) privilege tax paid (returned) to the City is considered a pass-through cost, calculated as zero (0) expense. For information on privilege (sales) tax, please contact the City's Tax and License Office at (480) 350-2955 or visit their web site at [www.tempe.gov/salestax](http://www.tempe.gov/salestax).
13. **Payment by City Procurement Card:** The City Procurement Office may elect to remit payment through the use of a City procurement card. Each Offeror may indicate on the Price Sheet of this Request for Proposal its ability to accept City procurement card payments. The inability to accept payment by City procurement card will not disqualify a proposal.
14. **Proposal Results:** Offerors may attend the scheduled proposal opening at which the name of each Offeror will be publicly read. All other information contained in the proposals shall be kept confidential until contract is awarded. After award of contract, an appointment may be made with the City Procurement Officer to review proposal documents. Formal Contract award results shall be placed on the Procurement Office web page ([www.tempe.gov/purchasing](http://www.tempe.gov/purchasing)) and posted at the front counter of the Procurement Office at the time the Contract award is approved by the City Council. Award recommendations may also be viewed via the City Clerk's web site normally up to five (5) days prior to the scheduled City Council meeting by visiting (<http://documents.tempe.gov/sirepub/web>).

15. **Protests:** Any actual or prospective Offeror who is aggrieved in conjunction with this Request for Proposal or award may protest the award to the City Procurement Office. A protest based upon alleged improprieties in this Request for Proposal that are apparent before the proposal opening shall be filed prior to the proposal due date/time. A protest concerning an award recommendation must be filed within ten (10) business days after the date of award. Up to five (5) days before award of a Contract, the City Procurement Office will post award recommendations on its web page ([www.tempe.gov/purchasing](http://www.tempe.gov/purchasing)) and at the Procurement Office front counter for public review. A protest shall be in writing and include the protester's name, address and phone number, identification of the solicitation or Contract being protested, a detailed statement of the legal and factual grounds of the protest, including copies of all relevant documents, and the form of relief requested. A protest is to be on the protester's company letterhead and signed by the protestor or its authorized representative.
16. **Compliance of Proposal Offeror/Contractor Forms:** Any documents or forms (including separate contract, maintenance agreement or training agreement intended by the Offeror to be utilized in any resulting Contract, must be submitted with proposal. Any documents inconsistent with or taking exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the proposal to be considered as nonresponsive and rejected. No documents will be considered unless submitted with vendor's proposal Offer and approved by the City Procurement Office.
17. **Definitions:** For purposes of this Request for Proposal and resultant Contract, the following definitions apply:
- A. "City" means the municipal corporation of the City of Tempe, Arizona.
  - B. "Code Governance" means unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.
  - C. "Contract" means the agreement for the procurement of goods, services, work, construction or concessions.
  - D. "Contractor" means an Offeror responding to a Request for Proposal who has been awarded a Contract with the City.
  - E. "Offer" means a written offer to furnish goods, services, work, materials, construction and/or concessions to the City, in conformity with the standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.
  - F. "Offeror" means a business, entity or person who submits an Offer in response to a competitive solicitation.
  - G. "Public Record" means proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award.
  - H. "Purchase Order" means a document issued by the City Procurement Office directing the Contractor to deliver goods, services, work, materials, construction and/or concessions to the City.
  - I. "Request for Proposal" means a competitive solicitation issued by the City for the procurement of goods, services, work, materials, construction and/or concessions.

18. **Responsiveness to Specifications:** Performance or feature requirements which are designated as mandatory or minimums are needed in order to satisfy an identified task or performance need. A description is given for each designated feature. This description shall be used to determine if the Offeror's proposed product(s) and/or service(s) is/are capable of performing the function(s) specified in the Request for Proposal.

It is recognized that more than one method may be used to accomplish the sought after task functionality. If Offeror has an alternate method of performing functional tasks, then Offeror shall list such method as an "alternate", and described in full detail within the Proposal. The City shall be the sole judge as to whether any alternate methodology will be accepted.

"Must", "shall", "will", "minimum", "required" and/or "mandatory" performance/feature statements must be met or exceeded by the Offeror. Should no Offeror be found totally responsive to all designated Request for Proposal requirements, the City at its option, may either award the Contract to the most responsive Offeror or cancel the Request for Proposal and issue another Request for Proposal for the need under revised specifications.

19. **Technical Questionnaire:** Offeror must complete the Technical Questionnaire portion of this Request for Proposal and provide any documentation required to support the answers to the Questionnaire. Questionnaire items, which are designated as mandatory, are needed to satisfy a required task or performance criteria. Items, which may be listed as desirable, are not required to be responsive to the Request for Proposal and will be relatively evaluated against other proposals in making a final award decision.

If supporting documentation is required, Offeror shall provide the documentation in the sequence set forth in the Request for Proposal and ensure all technical literature and/or narrative explanations fully address the specifics of the question. Vague or disorganized responses that do not allow sufficient information for evaluation purposes may result in rejection of a Proposal.

20. **Proposal Opening:** Proposals shall be opened at the time and place designated on the cover page of this Request for Proposals. The name of each Offeror and the identity of the Request for Proposal for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposal shall be shown only to City personnel having a legitimate interest in its evaluation. Prices shall not be read. After Contract award, the proposals and the evaluation documentation shall be open for public inspection.
21. **Technical Proposal Opening:** Technical proposals (as received in step one of a two step bidding process) shall be opened at the time and place designated on the cover page of this document. The name of each Offeror and the identity of the Request for Proposal for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposal shall be shown only to City personnel having a legitimate interest in the evaluation. Evaluation documentation to substantiate technical proposal selection(s) shall be open for public inspection.
22. **Proposal Evaluation and Award:** Award(s) shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration the evaluation factors set forth in the Request for Proposal. The City shall be the sole judge as to the acceptability of the products and/or services offered.

23. **Clarifications and Negotiations with Offerors and Revisions to Proposal:** Clarifications may be made with any submitting firm at any time during the evaluation phase of this procurement. Clarifications are not negotiations and may be utilized by the City to ensure thorough and complete understanding of, and responsiveness to, the solicitation requirements. Negotiations may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award. The purpose of negotiations is to allow the City and the Offeror(s) to revise initial Offers through an exchange or series of exchanges. Should the City elect to call for final proposal revisions (best and final Offers), Offerors shall be accorded fair and equal treatment with respect to any opportunity for negotiations and revision of proposals, and such revisions may be permitted after submissions and prior to award. In conducting clarifications and negotiations there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such negotiations shall include but not be limited to:
- A. Determine in greater detail such Offeror's qualifications;
  - B. Explore with the Offeror the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;
  - C. Determine that the Offeror will make available the necessary personnel and facilities to perform within the required time; and
  - D. Agree 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.
24. **Code Governance:** Unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.
25. **Public Record:** Proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award. Material portions of the recommended Offer(s) as determined by the City may be posted to the City's web site up to five (5) days prior to the City Council meeting.



## STANDARD TERMS & CONDITIONS

Please note that these Standard Terms & Conditions shall be fully complied with by Offeror. Failure to comply with these requirements may result in rejection of a proposal for non-responsiveness, or cancellation or termination of any awarded Contract.

1. **Applicable Law:** This Contract shall be governed by, and 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 Request for Proposal and resultant Contract, and all statutes or ordinances pertaining specifically to the City. This Contract shall be governed by State of Arizona law and suits pertaining to this Contract may only be brought in courts located in Maricopa County, Arizona.
2. **Arizona Climate Action Compliance:** Offeror shall comply with all applicable standards, laws, rules, orders and regulations issued pursuant to A.R.S. §49-101, *et seq.*, including but not limited to, Arizona Executive Orders Nos. 2006-13 and 2005-02, with regard to reducing GHG emissions, increasing energy efficiency, conserving natural resources and developing renewable energy sources.
3. **Availability of Funds for the Next Fiscal Year:** The City's obligation for performance of the Contract is contingent upon the availability of City, state and federal funds that are allocated or appropriated for payment obligations of the Contract. If funds are not allocated by the City or available for the continued use or purchase of services, work and/or materials set forth herein, the City may terminate the Contract. The City will use reasonable efforts to notify Contractor of such non-allocation affecting the obligations of the Contractor and/or City. The City shall not be penalized or adversely affected for exercise of its termination rights. Further, the City shall in no way be obligated or liable for additional payments or other damages as a result of such termination. No legal liability on the part of the City for any payment may arise for performance under this Contract.
4. **Certification:** By signing the "Vendor's Offer", form 201-B (RFP), the Offeror certifies:
  - A. The submission of the vendor's proposal Offer response did not involve collusion or other anti-competitive practices.
  - B. The City is an equal opportunity, affirmative action employer. Offeror hereby covenants that it shall not discriminate unlawfully against any employee or applicant for employment, nor shall it deny the benefits of this Contract, to any person on the basis of race, color, national origin, physical or mental disability, age, sex or veteran status. Offeror agrees and covenants that it will comply in all respects with the applicable provisions of Executive Order 11246, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Vietnam Era Veterans' Readjustment Assistance Act, the Rehabilitation Act, Arizona Executive Order No. 99-4, and all other applicable state and federal statutes governing equal opportunity.
  - C. Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Offer. Failure to sign the "Vendor's Offer" or signing it with a false statement shall void the submitted proposal and any resulting Contract. In addition, the Offeror may be barred from future proposal and bidding participation with the City and may be subject to such further actions as permitted by law.
  - D. The Offeror agrees to promote and offer to the City only those materials and/or services as stated and allowed by this Request for Proposal and resultant Contract award. Violation of this condition shall be grounds for Contract termination by the City.

- E. The Offeror expressly warrants that it has and will continue to comply in all respects with Arizona law concerning employment practices and working conditions, pursuant to A.R.S. § 23-211, *et seq.*, and all laws, regulations, requirements and duties relating thereto. Offeror further warrants that to the extent permitted by law, it will fully indemnify the City for any and all losses arising from or relating to any violation thereof.
- F. Offeror agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, Arizona Executive Order No. 99-4, and the Arizona Fair and Legal Employment Act, along with all laws, rules and regulations attendant thereto. Offeror acknowledges that a breach of this warranty is a material breach of this Contract and Offeror is subject to penalties for violation(s) of this provision, including termination of this Contract. The City retains the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Offeror. Offeror hereby agrees to indemnify, defend and hold the City harmless for, from and against all losses and liabilities arising from any and all violations thereof.
5. **Commencement of Work:** Contractor is cautioned not to commence any work or provide any materials or services under the Contract until and unless Contractor receives a purchase order, Notice to Proceed, or is otherwise directed in writing to do so, by the City.
6. **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. Contractor also agrees that any 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.
7. **Conflict of Interest:** This Contract is subject to the cancellation provisions of A.R.S. § 38-511.
8. **Contract Formation:** This Contract shall consist of this Request for Proposal and the vendor's proposal Offer submitted, as may be found responsive and approved by the City. In the event of a conflict in language between the documents, the provisions of the City's Request for Proposal shall govern. The City's Request for Proposal shall govern in all other matters not otherwise specified by the Contract between the parties. All previous contracts between the Offeror and the City are not applicable to this Contract or other resultant contracts. Any contracted vendor documents that conflict with the language and requirements of the City's solicitation are not acceptable and void the Contract.
9. **Contract Modifications:** This Request for Proposal and resultant Contract may only be modified by a written contract modification issued by the City Procurement Office and counter-signed by the Contractor. Contractors are not authorized to modify any portion of this solicitation or resulting Contract without the written approval of the City Procurement Office and issuance of an official modification notice.
10. **Contracts Administration:** Contractor must notify the designated Procurement Officer from the City's Procurement Office for guidance or direction of matters of Contract interpretation or problems regarding the terms, conditions or scope of this Contract. The Contract shall contain the entire agreement between the City and the Contractor and the Contract shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.

11. **Cooperative Use of Contract:** Any Contract resulting from this solicitation shall be for the use of the City of Tempe. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tempe's Department of Procurement are eligible to participate in any subsequent Contract. Additionally, this Contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.maricopa.gov/Materials/SAVE/save-members.pdf> for a listing of participating agencies. The parties agree that these lists are subject to change. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter and/or rules and regulations of the respective political entity.

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 City shall not be responsible for any disputes arising out of transactions made by others. Contractor shall be responsible for correctly administering this Contract in accordance with all terms, conditions, requirements, and approved pricing to any eligible procurement unit.

12. **Dispute Resolution:** This Contract is subject to arbitration to the extent required by law. If arbitration is not required by law, the City and the Contractor agree to negotiate with each other in good faith to resolve any disputes arising out of the Contract. In the event of any legal action or proceeding arising out of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred with said fees and costs to be included in any judgment rendered.
13. **Energy Efficient Products:** The City may consider energy conservation factors including costs in the evaluation of equipment and product purchases for the purpose of obtaining energy efficient products. In addition, vendor proposal Offers may specify items that have been given an energy efficient classification by the federal government for consideration by the City.
14. **Billing:** All invoices submitted by Contractor for the City's review and approval shall be in itemized form to identify the specific item(s) being billed. Items must be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the City shall refer to the Contract number resulting from this Request for Proposal. Separate invoices are required on individual contracts or purchase orders. Only invoices with items resulting from this Request for Proposal will be accepted for review and approval by the City.
15. **Estimated Quantities:** This Request for Proposal references quantities as a general indication of the City's needs. The City anticipates considerable activity resulting from Contracts that will be awarded as a result of this Request for Proposal; however, the quantities shown are estimates only and the City reserves the right to increase or decrease any quantities actually acquired, in its sole discretion. No commitment of any kind is made concerning quantities and Offeror hereby acknowledges and accepts same.
16. **Events of Default and Termination:**
- A. The occurrence of any or more of the following events shall constitute a material breach of and default under the Contract. The City reserves the right to terminate the whole or any part of the Contract due to Contractor's failure to fully comply with any term or condition herein.
- i) Any failure by Contractor to pay funds or furnish materials, services and/or goods that fail to conform to any requirement of this Contract or provide personnel that do not meet Contract requirements;
- ii) Any failure by Contractor to observe, perform or undertake any provision, covenant or condition of this Contract to be observed or performed by Contractor herein, including but not limited to failing to submit any report required herein;

- iii) Any failure to make progress in the performance required pursuant to the Contract and/or gives the City reason to believe that Contractor cannot or will not perform to the requirements of the Contract; or,
- iv) Any failure of Contractor to commence construction, work or services within the time specified herein, and to diligently undertake Contractor's work to completion.

B. Upon and during the continuance of an event of default, the City, at its option and in addition to any other remedies available by law or in equity, without further notice or demand of any kind to Contractor, may do the following:

- i) Terminate the Contract;
- ii) Pursue and/or reserve any and all rights for claims to damages for breach or default of the Contract; and/or,
- iii) Recover any and all monies due from Contractor, including but not limited to, the detriment proximately caused by Contractor's failure to perform its obligations under the Contract, or which in the ordinary course would likely result there from, including, any and all costs and expenses incurred by the City in: (a) maintaining, repairing, altering and/or preserving the premises (if any) of the Project; (b) costs incurred in selecting and retaining substitute Contractor for the purchase of services, materials and/or work from another source; and/or (c) attorneys' fees and costs in pursuing any remedies under the Contract and/or arising there from.

C. The exercise of any one of the City's remedies as set forth herein shall not preclude subsequent or concurrent exercise of further or additional remedies. In addition, the City shall be entitled to terminate this Contract at any time, in its discretion. The City may terminate this Contract for default, non-performance, breach or convenience, or pursuant to A.R.S. § 38-511, or abandon any portion of the project for which services have not been fully and/or properly performed by the Contractor.

D. Termination shall be commenced by delivery of written notice to Contractor by the City personally or by certified mail, return receipt requested. Upon notice of termination, Contractor shall immediately stop all work, services and/or shipment of goods hereunder and cause its suppliers and/or subcontractors to cease work pursuant to the Contract. Contractor shall not be paid for work or services performed or costs incurred after receipt of notice of termination, nor for any costs incurred that Contractor could reasonably have avoided.

E. The City, in its sole discretion, may terminate or reduce the scope of this Contract if available funding is reduced for any reason.

17. **Termination for Convenience:** The City at its sole discretion may terminate this Contract for convenience with thirty (30) days advance notice to Contractor. Contractor shall be reimbursed for all appropriate costs as provided for within the Contract up to the termination date specified.

18. **Force Majeure:**

- A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the Contract only in the event that and to the extent that such party's performance of the Contract is prevented by reason of force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, failures or refusal to act by government authority, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- B. Force majeure shall not include the following occurrences:
- i) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
  - ii) Late performance by a subcontractor.
- C. 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 in writing of such delay within forty-eight (48) hours of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or sent via certified mail and shall make a specific reference to this clause, 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 by hand delivery or certified mail 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 the results or effects of such delay prevent the delayed party from performing in accordance with the Contract.

19. **Gratuities:** The City may elect to terminate any resultant Contract, if it is found that gratuities in any form were offered or given by the Contractor or agent thereof, to any employee of the City or member of a City evaluation committee with a view toward securing an order, securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order. In event the 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 Contractor the amount of gratuity.

20. **Indemnification:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, officer, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose acts, errors, mistakes, omissions, work, services, or professional services the Contractor may be legally liable in the performance of this Contract. Contractor's duty to hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any claim for damage, loss or expenses that is attributable to bodily injury, sickness disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting from, caused by any acts, errors, mistakes, omissions, work, services, or professional services in the performance of this Contract by Contractor or any employee of the Contractor or any other person (not the City) for whose acts, errors, mistakes, omissions, work, or services the Contractor may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph. This provision shall survive the term of this Contract.

21. **Interpretation of Parole Evidence:** This Contract is intended as a final expression of the agreement between the parties and as a complete and exclusive statement of the Contract, unless the signing of a subsequent Contract is specifically called for in this Request for Proposal. 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 acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of the Contract, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

Contractor shall respond within five (5) calendar days after notice by the City of any defects and/or maintenance requests to immediately remedy the condition of the job site. Should the Contractor fail to respond promptly as set forth herein, the City shall correct the job site at the expense of the Contractor, and recover all attendant costs.

22. **Key Personnel:** Contractor shall provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract during the Contract term and any renewal periods. The Contractor must agree to assign specific individuals to the key positions.

A. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without prior written notice to the City.

B. If key personnel are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall replace each person with personnel of substantially equal ability and qualifications upon prior City approval.

23. **Licenses and Permits:** 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, at its sole expense.

24. **No Assignment:** No right or interest in this Contract shall be assigned by Contractor and no delegation of any duty of Contractor shall be made without prior written permission of the City.

25. **Notices:** All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices"), shall be in writing and shall be hand delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

City of Tempe Procurement Office  
Attn: Procurement Officer  
20 E. 6<sup>th</sup> Street (Second Floor)  
PO Box 5002  
Tempe, Arizona 85280

[Contractor's Name]  
[Attn of Offeror Named in Contract]  
[Address]

Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder.

26. **No Waiver:** No breach of default hereunder shall be deemed to have been waived by the City, except by written instrument to that effect signed by an authorized agent of the City. No waiver of any such breach or default shall operate as a waiver of any other succeeding or preceding breach or default or as a waiver of that breach or default after demand by the City for strict performance of this Contract. Acceptance of partial or delinquent payments or performance shall not constitute the waiver of any right of the City. Acceptance by the City for any materials shall not bind the City to accept remaining materials, future shipments or deprive the City of the right to return materials already accepted. Acceptance by the City of delinquent or late delivery shall not constitute a waiver of a later claim for damages and/or bind the City for future or subsequent deliveries.
27. **Overcharges by Antitrust Violations:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the City. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as the goods and/or services used fulfill the Contract.
28. **Performance Standards:** Equipment shall operate in accordance with the performance criteria specified in the Request for Proposal, including the manufacturer's published specifications applicable to the machine involved. Each machine is expected to be available for productive use, as provided in the procurement documents. Penalties and/or bonuses applicable to machine and system performance, if any, shall be calculated as specified in the Request for Proposal.
29. **Preparation of Specifications by Persons Other Than City Personnel:** No person preparing specifications for this Request for Proposal shall receive any direct or indirect benefit from the use of these specifications.
30. **Procurement of Recycled Materials:** If the price of recycled material that conforms to specifications is within five percent (5%) of the lower priced material that is not recycled and the recycled Offeror is otherwise the lowest responsive and responsible Offeror, the proposal containing recycled material shall be considered more advantageous; provided the item(s) to be obtained contains at least the minimum amount of recycled content material as defined in the City's solicitation and sufficient funds have been budgeted for the purchase.
31. **Provisions By Law:** Each and every provision of law and any clause required by law to be in this 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.
32. **Public Record:** After award of Contract, proposal responses shall be considered public record and open for public inspection except to the extent the withholding of information is permitted or required by law. If an Offeror believes a specific section of its proposal response is confidential, the Offeror shall mark the page(s) confidential and isolate the pages marked confidential in a specific and clearly labeled section of its proposal response. The Offeror shall include a written statement as to the basis for considering the marked pages confidential and the City Procurement Office will review the material and make a determination, pursuant to A.R.S. §§ 39-121, *et seq.*, and 41-1330, *et seq.* A general statement of confidentiality (boiler plate statement) that is not appropriately referenced to a specific section of the RFP will not be sufficient to warrant protection by the City. The confidential portion of the submission must be clearly noted with accompanying justification for treating the section confidential. Failure of the vendor to appropriately designate confidential information in this manner will relieve the City of any obligation to protect this information as confidential.
33. **Records:** Pursuant to provisions of Title 35, Chapter 1, Article 6 Arizona Revised Statutes §§ 35-214 and 36-215, Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the City Attorney or City Procurement Office.

34. **Relationship of Parties:** It is clearly understood that each party to this Contract will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other party. The Contractor is an independent contractor and shall be solely responsible for any unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments that may be required by federal, state or local law with respect to any compensation paid to the Offeror. An employee or agent of one party shall not be an employee or agent of the other party for any purpose whatsoever.
35. **Rights and Remedies:** No provisions of this Request for Proposal or in the proposal shall be construed, expressly or by implication, as a 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 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, shall not release the Contractor from any responsibilities or obligations imposed by the 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.
36. **Safety Standards:** All items supplied on this Contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards.
37. **Serial Numbers:** Proposals shall include equipment on which the original manufacturer's serial number has not been altered in any way. The City reserves the right to reject any and all equipment.
38. **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.
39. **Specially Designated Nationals and Blocked Persons List:** Contractor represents and warrants to the City that neither Contractor nor any affiliate or representative of Contractor:
- A. Is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order no. 13224, 66 Fed. Reg. 49079 (“Order”);
  - B. Is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s);
  - C. Is engaged in activities prohibited in the Order; or,
  - D. Has been convicted, pleaded *nolo contendere*, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.
40. **Time of the Essence:** Time is and shall be of the essence in this Contract. If the delivery date(s) specified herein cannot be met, Contractor shall notify the City using an acknowledgment of receipt of order and intent to perform without delay, for instruction. The City reserves the right to terminate this Contract and to hold Contractor liable for any cost of cover, excess cost(s) or damage(s) incurred as a result of delay.



41. **Unauthorized Firearms & Explosives:** No person conducting business on City property is to carry a firearm or explosive of any type. All Offerors, Contractors and subcontractors shall honor this requirement at all times and failure to honor this requirement shall result in Contract termination and additional penalties. This requirement also applies to any and all persons, including those who maintain a concealed weapon's permit. In addition to Contract termination, anyone carrying a firearm or explosive device will be subject to further legal action.
42. **Warranties:** Contractor expressly warrants that all materials and/or goods delivered under the Contract shall conform to the specifications of this Contract, and be merchantable and free from defects in material and workmanship, and of the quality, size and dimensions specified herein. This express warranty shall not be waived by way of acceptance or payment by the City, or otherwise. Contractor expressly warrants the following:
- A. All workmanship shall be finest and first-class;
  - B. All materials and goods utilized shall be new and of the highest suitable grade for its purpose; and,
  - C. All services will be performed in a good and workmanlike manner. Contractor's warranties shall survive inspection, acceptance and/or payment by the City, and shall run to the City, its successors, agents and assigns.

The Contractor agrees to make good by replacement and/or repair, at its sole expense and at no cost to the City, any defects in materials or workmanship which may appear during the period ending on a date twelve (12) months after acceptance by the City, unless otherwise specified herein. Should Contractor fail to perform said replacement and/or repair to City's satisfaction within a reasonable period of time, City may correct or replace said defective or nonconforming materials and recover the costs thereof from Contractor. This warranty shall not operate to reduce the statute of limitations period for breach of contract actions or otherwise, or reduce or eliminate any legal or equitable remedies.

43. **Work for Hire and Ownership of Deliverables:** Contractor hereby agrees and covenants that all the results and proceeds of Contractor's work and/or services for the Project specified herein, for Contractor and all of its agents, employees, officers and subcontractors, shall be owned by the City, including the copyright thereto, as work for hire. In the event, for any reason such results and proceeds are not deemed work for hire, Contractor agrees and covenants that it shall be deemed to have assigned to the City all of its right, title and interests in such results, proceeds and content to the City, without limitation. Contractor agrees to indemnify and hold the City harmless from and against all claims, liability, losses, damages and expenses, including without limitation, legal fees and costs, arising from or due to any actual or claimed trademark, patent or copyright infringement and any litigation based thereon, with respect to any work, services and/or materials contemplated in this Contract. Contractor agrees to pay to defend any and all such actions brought against the City. Contractor's obligations hereunder shall survive acceptance by the City of all covenants herein as well as the term of the Contract itself.
44. **Non-exclusive Contract:** Any Contract resulting from this Request for Proposal shall be awarded with the understanding and agreement that it is non-exclusive and entered into for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source to secure cost savings or if timely delivery may be met by the Contractor
45. **Ordering Process:** Upon award of a Contract by the City Procurement Office, the City may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate Contractor. Each purchase order must cite the correct Contract number. Such purchase order is required for the City to order and the Contractor to deliver the material and/or service.

46. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location(s) designated herein. 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. The City will notify the Contractor promptly of any damaged materials and shall assist the Contractor in arranging for inspection. Shipments under reservation are prohibited. No tender of a bill of lading shall operate as a tender of the materials.
47. **Delegated Awards:** In the event this Contract is administratively awarded via delegated authority as provided for in Section 26A-5 of the Procurement Ordinance, the Contractor acknowledges that a final Contract with the City of Tempe requires City Council approval and possibly the signature of the Mayor. Should this Contract be rejected by the City Council, Contractor agrees that it is immediately void and unenforceable against any party. The awarded firm(s) will be compensated only for any and all costs incurred up to the date of notification of such termination.
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## Special Terms and Conditions

Proposals taking exception to Special Terms & Conditions stated within this Request for Proposal may cause the Proposal to be considered nonresponsive and rejected.

1. **City Procurement Document:** This Request for Proposal is issued by the City. No alteration of any portion of this Request for Proposal by an Offeror is permitted and any attempt to do so shall result in vendor's proposal Offer being considered nonresponsive, and rejected. No alteration of any portion of a resultant Contract is permitted without the written approval of the City Procurement Office and any attempt to do so shall be considered a breach of the Contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, Contract termination and/or suspension of the Contractor.
2. **Offer Acceptance Period:** To allow for an adequate evaluation, the City requires the vendor's proposal Offer in response to this Request for Proposal to be valid and irrevocable for one hundred twenty (120) days after the proposal due time and date.
3. **Contract Type:** Term with justifiable price adjustments allowed, indefinite quantity.
4. **Term of Contract:** The term of the Contract shall commence on the date of award and shall continue for a period of one (1) years thereafter, unless terminated, canceled or extended as otherwise provided herein.
5. **Contract Renewal:** The City reserves the right to unilaterally extend the period of any resultant Contract for ninety (90) days beyond the stated term. In addition, the City at its option may renew for supplemental terms of up to a maximum of four (4) additional years. The period for any single renewal increment shall be determined by the City Procurement Office. Such increment shall not be for more than a period of one (1) year each, unless the City is eligible to obtain a significant cost and/or supply advantage by a longer Contract renewal period.
6. **Price Adjustment:**
  - A. The Procurement Office will review fully documented requests for price increases after the Contract has been in effect for six (6) months. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the Proposal and can be shown to directly affect the price of the item concerned. The City Procurement Office will determine whether the requested price increase, or an alternative option, is in the best interest of the City. Advanced thirty (30) day written notification by Contractor is required for any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the City Procurement Office. After the City approves a price increase the Contractor shall not be eligible to receive an additional increase until six (6) months from the date of the last approved price increase.
  - B. Price increase requests must be acknowledged in writing by the City Procurement Office before becoming effective. If not acknowledged within thirty (30) days, Contractor shall contact the City Procurement Office to assure the price increase request was received.
  - C. The Contractor shall offer any published price reduction or if applicable to Contract, profit sharing price advantage to the City concurrent with its announcement to other customers. A price reduction or profit sharing price advantage may be offered at any time during the terms of an awarded Contract and shall become effective upon notice and acceptance. The City shall likewise take advantage of any special sales discounts offered to the general public, which exceed contracted price discounts extended to the City by the Contractor.
7. **Multiple Awards:** The City has a large number and variety of potential customer departments. In order to assure that any ensuing Contracts will allow the City to fulfill current and future requirements, the City reserves the right to award Contracts to multiple companies. The actual utilization of any Contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each Offeror.

8. **Insurance:**

- A. **Insurance Required:** Prior to commencing services under this Contract, Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries (including death) to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, subcontractors, or sub-subcontractors. For Offerors with self-insurance, proof of self-insurance with minimum limits expressed below must be submitted on proper forms for evaluation prior to award of Contract.

A Contract Award Notice or Purchase Order will not be issued to a Vendor until receipt of all required insurance documents by the City Procurement Office with such documents meeting all requirements herein. In addition, before any Contract renewal, all required insurance must be in force and on file with the City Procurement Office. Contractor must submit required insurance within ten (10) calendar days after request by the City Procurement Office or the award may be rescinded and another Vendor selected for award.

- B. **Minimum Limits of Coverage:** Without limiting any obligations or liabilities, the Contractor, at its sole expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance and with forms satisfactory to the City. Each insurer shall have a current A.M. Best Company, Inc., rating of not less than A-VII. Use of alternative insurers requires prior approval from the City.

- i. **Minimum Limits of Insurance.** Contractor shall maintain limits no less than:

a. **Commercial General Liability**

Commercial general liability insurance limit of not less than \$1,000,000 for each occurrence, with a \$2,000,000 general aggregate limit. The general aggregate limit shall apply separately to the services under this Contract or the general aggregate shall be twice the required per claim limit. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, 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 officer policy form CG2010 11/85 edition or any replacement thereof.

In the event the general liability policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the services as evidenced by annual certificates of insurance.

Such policy shall contain a "severability of interests" provision.

b. **Worker's Compensation**

The Contractor shall carry worker's compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of 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 services are subcontracted, the Contractor will require the subcontractor to provide worker's compensation and employer's liability to at least the same extent as provided by Contractor.

c. **Automobile Liability**

Commercial business automobile liability insurance with a combined single life or bodily injury and property damages of not less than \$1,000,000 per accident regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor services. Coverage will be at least as broad as coverage Code 1 "any auto". Insurance Service Office policy form CA0001 Y87 or any replacements thereof. Such coverage shall include coverage for loading and unloading hazards.

- C. Additional Insured. The insurance coverage, except for workers compensation and professional liability coverage, required by this Contract, shall name the City, its agents, representatives, directors, officials, employees, and officers, as additional insureds, and shall specify that insurance afforded the Contractor shall be primary insurance, and that any insurance coverage carried by the City or its employees shall be excess coverage, and not contributory coverage to that provided by the Contractor.
  - D. Coverage Term. 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 by the City. Failure to do so shall constitute a material breach of this Contract.
  - E. Primary Coverage. Contractor's insurance shall be primary insurance to the City, and any insurance or self insurance maintained by the City shall be excess of the Contractor's insurance and shall not contribute to it.
  - F. Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the City.
  - G. Waiver. The policies, including 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 work or services of the Contractor.
  - H. Deductible/Retention. The 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. Contractor shall be solely responsible for deductible and/or self-insurance retention and the City, at its option, may require Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
  - I. Certificates of Insurance. Prior to commencing work or services under this Contract, Contractor shall furnish the City with certificates of insurance, or formal endorsements as required by the Contract, issued by the Contractor's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number or name and shall provide for not less than thirty (30) days advance notice of cancellation, termination, or material alteration. Such certificates shall be sent directly to: Contract Administrator, City of Tempe, P. O. Box 5002, Tempe, AZ 85280.
  - J. Copies of Policies. The City reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the above policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under this Contract.
9. Payments - After Acceptance of Delivery: Payment in full shall be made to the Contractor within thirty (30) days after receipt and acceptance of delivery by the City, unless terms other than net thirty (30) days are offered as a discount, at the City's sole discretion.

10. **Employees of the Contractor:** No one except authorized employees of the Contractor is allowed on the premises of the City of Tempe. Contractor employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor. Failure of Contractor to meet this requirement will result in permanent removal of employee performing work at the City of Tempe sites. The Contractor must, however, furnish the City a current employee register on the issuance of this Contract and updated every six (6) months thereafter. This register must contain the Name, Social Security Number, Phone Number, and Address.

## **Scope of Work**

The City of Tempe is seeking proposals to establish a one-year contract for the supply of miscellaneous Electrical Parts and Supplies. The resulting contract is subject to subsequent renewals per the Special Terms and Conditions of this Request for Proposal (RFP).

Only high quality parts, e.g. specification grade, will be considered.

The City reserves the right to make multiple awards and/or to award contract by individual line items, groups of line items or aggregate award.

It is preferred that the selected vendor(s) have a local inventory outlet within the immediate geographic area of Tempe, not exceeding an approximate 10 mile radius of 55 South Priest – Tempe, Arizona to allow for the pick-up of parts by City personnel when needed.

The vendor's inventory of high quality, e.g. specification grade, electrical parts and supplies and must be of sufficient quantity and variety to cover the majority of the City's electrical parts needs.

The vendor must deliver available products within 24 hours from order placement when the City requests a delivery to a City site.

All delivery costs for non-special order materials must be included in pricing.

There shall be no restocking fees for unused returned parts – special order items are exempted from this requirement.

Due to the depth of products carried by most vendors, a line card illustrating all product lines carried by the firm shall be submitted and will be considered as part of the evaluation process.

## Proposal Questionnaire

Bidders shall submit answers to the following questions. Responses will be utilized in determination of contract award. The City of Tempe may consider other information, whether or not specifically provided by the bidder in response to the RFP.

1. Please provide the address of your local facility.  
205 S 29th. St. Phoenix, Arizona 85034
  2. If you do not have a facility located within an approximate 10 mile radius of 55 S Priest, Tempe, AZ, indicate how you propose that pick-up of parts by City personnel will be handled.
  3. Describe your company and its history. Summit was founded in 1977 in New Mexico. We opened the Phoenix branch in 1991, Summit's main focus has been in Governmental and large industrial contracts.
  4. Please provide contact information for the account representative to be assigned to the City of Tempe contact, if awarded - name, phone, cell phone and e-mail. CARL BOUK  
602-267-1000, Cell# 602-826-2903  
FAX 602-275-4273 CBOUK@Summit.com
  5. What is the dollar value of your local inventory for the type of electrical parts expected to be used by the City of Tempe?  
\$2,000,000.00
  6. Do you have a back-up warehouse facility from which you can obtain materials to service this contract? If so, list its address. Summit does not have a local backup facility. However we do have 19 other locations to draw material from.
  7. What is your normal delivery time after an order is placed?  
We have 6 delivery trucks that go out at regular times each day.  
On average delivery time is 2-3 hours
  8. What is your delivery time if an emergency (rush) order is placed?  
Within 1 hour
  9. What procedures will be employed and what costs would be associated with a "special order" part?  
Summit focuses on customer service. Depending on the need, we can expedite any order and only pass on the inbound freight costs as they occur.
  10. Do you agree with the requirement that a restocking fee will not be charged for returned parts? (Special order parts would be exempted)  
Yes  No
- If No, please explain below



11. Will proposer meet or exceed the City of Tempe specifications?

Yes  No

If No, please explain below

12. Have you included a copy of your line card for products available from your firm and indicated the discount structures associated with the vendors?

Yes  No

13. List three (3) local government or large corporate references for which you have supplied similar products.

Firm	Contact	Phone
<u>Ping Manufacturing</u>	<u>Ken Kays</u>	<u>602-687-5590</u>
<u>Gannett(Phoenix News)</u>	<u>Steve Holmquist</u>	<u>602-444-8528</u>
<u>City of Chandler</u>	<u>Dave Bright</u>	<u>480-215-9838</u>

14. Do you agree to the Terms and Conditions of the RFP?

Yes  No

If No, please explain below

# Addendum to Solicitation



City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/purchasing

This addendum will modify and/or clarify: Solicitation No.: 11-093

and is Addendum No.: 1

Date: 11-8-2010

Procurement Description: Electric Supplies

## Bid opening has been moved to Tuesday, November 16, 2010 at 3:00 PM Local Time

There were some questions raised as to the specification on the "Laundry List" of products that was included in the original RFP. Changes have been made to the list to clarify the specifications or the "in question" items have been removed from the list.

Please provide pricing on the **Revise Price Sheet** below with your submission.

The laundry list is to review overall pricing for generally purchased items and not the only items to be purchased under the awarded contract(s). Therefore, the discounts you are willing to offer on your "line item" of available supplies will constitute about 50% of the overall score in the cost criteria as indicated on the "Evaluation Criteria".

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

SUMMIT ELECTRIC  
NAME OF COMPANY

205 S. 29th ST  
ADDRESS (or PO Box)

Phoenix AZ 85034  
CITY STATE ZIP

CARL BOVK ACCOUNT Mgr  
BY NAME (please print) TITLE

602-267-1000  
TELEPHONE

Carl Bovk  
AUTHORIZED SIGNATURE

## Revised Price Sheet

11-093 – Electrical Supplies

The “laundry list” of products below, in addition to the discounts requested for other materials, will be utilized to evaluate the vendors overall pricing structure.

Quantities and variety of items purchased will vary from the items on this list.

Description		Qty	Unit	Cost Ea	Extended Cost
<b>Group 1 – Fuses</b>					
1.	30 AMP x 250 volt dual element	50	Each	\$ 2.72	\$ 136.00
2.	60 AMP x 250 volt dual element	60	Each	\$ 4.98	\$ 298.80
3.	100 AMP x 250 volt dual element	25	Each	\$ 11.19	\$ 279.75
4.	20 AMP x 600 volt dual element	80	Each	\$ 6.03	\$ 482.40
5.	30 AMP x 600 volt dual element	50	Each	\$ 6.03	\$ 301.50
6.	75 AMP x 600 volt dual element	35	Each	\$ 23.10	\$ 808.50
7.	100 AMP x 600 volt dual element	20	Each	\$ 21.20	\$ 424.00
8.	200 AMP x 600 volt dual element	15	Each	\$ 42.05	\$ 630.75
<b>Group 2 – Load Centers/Sub Panels</b>					
9.	60 AMP x 2 pole x 240 volt (8 pole position) breaker panel outdoor with 60 AMP main breaker	10	Each	\$ 70.42	\$ 704.20
10.	100 AMP x 2 pole x 240 volt (12 pole position) breaker panel outdoor with 100 AMP main breaker	5	Each	\$ 119.00	\$ 595.00
<b>Group 3 – Fused Disconnects</b>					
11.	30 AMP x 2 pole x 240 volt fused-knife switched, raintight (no fuses)	10	Each	\$ 33.60	\$ 336.00
12.	60 AMP x 2 pole x 240 volt fused-knife switched, raintight (no fuses)	4	Each	\$ 58.30	\$ 233.20
13.	100 AMP x 2 pole x 240 volt fused-knife switched, raintight (no fuses)	4	Each	\$ 85.90	\$ 343.60

Group 4 - Switches, Receptacles & Boxes		Qty	Unit	Cost Ea.	Extended Cost
14.	20 AMP x 1 pole x 1 throw spec grade toggle	65	Each	\$ 2.07	\$ 134.55
15.	20 AMP x 120 volt x grounded duplex receptacle	100	Each	\$ 1.98	\$ 198.00
16.	1 gang handy box with 1/2" KO	100	Each	\$ .57	\$ 57.00
17.	2 gang handy box with 1/2" KO	50	Each	\$ .78	\$ 39.00
18.	1 gang handy box with 3/4" KO	100	Each	\$ .57	\$ 57.00
19.	2 gang handy box with 3/4" KO	50	Each	\$ 2.05	\$ 102.50
Group 5 - Circuit Breakers					
20.	20 AMP x 240 volt x 1 pole square D type snap in	50	Each	\$ 6.70	\$ 335.00
21.	20 AMP x 240 volt x 2 pole square D type snap in	35	Each	\$ 14.70	\$ 514.50
22.	30 AMP x 240 volt x 2 pole square D type snap in	20	Each	\$ 14.70	\$ 294.00
23.	20 AMP x 240 volt x 1 pole square D type screw on	15	Each	\$ 13.94	\$ 209.10
24.	20 AMP x 240 volt x 2 pole square D type screw on	25	Each	\$ 31.15	\$ 778.75
Group 6 - Electrical Wire (All wire with THHN/THW insulation)					
25.	#12 AWG copper stranded	20,000	Feet	\$ 143.14	\$ 2,862.80
26.	#10 AWG copper stranded	5,000	Feet	\$ 221.16	\$ 1,105.80
27.	#8 AWG copper stranded	3,000	Feet	\$ 334.00	\$ 1,002.00
28.	#6 AWG copper stranded	2,500	Feet	\$ 496.40	\$ 1,241.00
29.	#4 AWG copper stranded	2,000	Feet	\$ 782.00	\$ 1,564.00
30.	2/0 copper	800	Feet	\$ 2348.00	\$ 1,878.40
31.	3/0 copper	1,000	Feet	\$ 2944.00	\$ 2,944.00
32.	250 MCM	300	Feet	\$ 4386.00	\$ 1,315.80
33.	500 MCM	100	Feet	\$ 8678.00	\$ 867.80

Group 7 - Conduit		Qty	Unit	Cost Ea	Extended Cost
34.	½" EMT	2,500	Feet	\$ 15.77	\$ 394.25
35.	¾" EMT	1,500	Feet	\$ 31.55	\$ 473.25
36.	1" EMT	800	Feet	\$ 54.80	\$ 438.40
37.	2" EMT	400	Feet	\$ 127.50	\$ 510.00
38.	2-1/2" EMT	400	Feet	\$ 224.00	\$ 896.00
39.	3" EMT	300	Feet	\$ 285.00	\$ 855.00
40.	4" EMT	100	Feet	\$ 405.00	\$ 405.00
41.	½" IMC	500	Feet	\$ 59.50	\$ 297.50
42.	¾" IMC	1,300	Feet	\$ 72.20	\$ 938.60
43.	1" IMC	1,100	Feet	\$ 111.00	\$ 1210.00
44.	2-½" IMC	1,500	Feet	\$ 470.00	\$ 7050.00
45.	3" IMC	300	Feet	\$ 605.00	\$ 1815.00
46.	4" IMC	100	Feet	\$ 786.00	\$ 786.00
Group 8 - Conduit Fittings - Die-Cast					
47.	½" EMT compression connector	200	Each	\$ .25	\$ 50.00
48.	¾" EMT compression connector	125	Each	\$ .34	\$ 42.50
49.	1" EMT compression connector	100	Each	\$ .53	\$ 53.00
50.	2" EMT compression connector	30	Each	\$ 2.26	\$ 67.80
51.	½" EMT compression coupling	150	Each	\$ .23	\$ 34.50
52.	¾" EMT compression coupling	175	Each	\$ .34	\$ 59.50
53.	1" EMT compression coupling	75	Each	\$ .51	\$ 38.25
54.	2" EMT compression coupling	25	Each	\$ 1.78	\$ 44.50
55.	½" LB (AL) with cover and composition gasket	15	Each	\$ 1.96	\$ 29.40
56.	¾" LB (AL) with cover and composition gasket	15	Each	\$ 2.39	\$ 35.85
57.	1" LB (AL) with cover and composition gasket	15	Each	\$ 3.26	\$ 48.90
58.	½" C (AL) with cover and composition gasket	25	Each	\$ 3.23	\$ 80.75
59.	¾" C (AL) with cover and composition gasket	25	Each	\$ 3.98	\$ 99.50
60.	1" C (AL) with cover and composition gasket	15	Each	\$ 5.95	\$ 89.25

Group 9 - Discounts Offered:

Manufacturer	Discount	Price list used
3M - TAPES + CONNECTORS	30-40 %	TRADE SERVICE
ALFLEX - Flex Conduit	50-60 %	BIDDLE BOOK
APPLETON - Condulets	40-65 %	
RACO BELL - Outdoor boxes	70-80 %	
B-LINE - STRUT + FITTINGS	50-70 %	
CROUSE-HINDS - BOXES + CONDUIT FITTINGS	70-80 %	
BRADY INDUSTRIAL - SAFETY + ID	15-20 %	
FEDERAL SIGNALS	15-25 %	
HOFFMAN ENCLOSURES	60-70 %	
IDEAL INDUSTRIES WIRE TERMINATIONS	25-30 %	
ILSCO CORP - LUGS	40-55 %	
INTERMATIC CONTROLS PHOTO CELLS	15-25 %	
Klien Tools	10-25 %	
LUTRON DIMMERS	15-25 %	
K.H. DOTTIE HARDWARE	80-90 %	
NSI INDUSTRIES	15-30 %	
OZ GEDNEY FITTINGS	50-60 %	
CRESCENT / STONCO FIXTURES	75-80 %	
SQD Panels + CONTROLS	50-60 %	
TAYMAC CORP. OUTDOOR COVERS	45-50 %	
T+B TY-RAPS, FITTINGS ETC.	30-40 %	
TORK TIME CONTROLS	20-25 %	
WIREMOLD RACEWAY	10-20 %	



Finance and Technology  
 Procurement Office  
 20 E 6<sup>th</sup> Street  
 Tempe, AZ 85281

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## Contract Renewal Notice

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**Contract Number** T11-093-03  
**Contract Description** Electric Supplies

**Date** January 16, 2015

14686

**Summit Electric Supply**  
 Jerry Rhoden  
 205 S. 29th Street  
 Phoenix, AZ 85035

**Renewal Information**

**Beginning** February 06, 2015  
**Ending** February 05, 2016  
**Renewal** 4 of 4

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### Contract Renewal Information

The above referenced contract is requested to be renewed under the same terms and conditions at either current contract prices/discounts or at prices/discounts more favorable to the City of Tempe. Should a price increase be requested, such request must be in conformity to the original City solicitation/contract, must be thoroughly justified, and documented as a true pass-through cost. If a price increase is being requested, contractor will complete and sign this renewal form and attach price increase justification documentation. Any request for a price increase may cause withdrawal of this Contract Renewal Notice. If a contractor has lowered the market price(s) of any item(s) on the City's contract, then such lowered prices should be offered to the City of Tempe. All contract renewals with an annual value of \$50,000 or more must be prior approved by City Council.

Where performance bonds and/or insurance coverage were requirements of the City's original solicitation/contract, a renewing contractor must provide evidence of bonds and/or insurance extensions as applicable to ongoing City of Tempe contract. Failure to provide insurance certificates as outlined below may result in contract cancellation.

*Contractor hereby acknowledges receipt and understanding of this Contract Renewal Notice and that a signed copy of this notice must be filed with the City of Tempe Procurement Office within thirty (30) days from the above noted issue date and the updated insurance certificates (City of Tempe included as additional insured) will be submitted.*

Please note: If included, the Affidavit of Compliance form must be completed and returned with the renewal documents. This affidavit is related to the City's new anti-discrimination ordinance that requires compliance from all City contractors.

Contract Officer	Tony Allen, CPPB	(480)350.8548	tony_allen@tempe.gov
Procurement Specialist	Alicia Ruiz	(480)350.8648	alicia_ruiz@tempe.gov

**To Be Completed and Signed By Summit Electric Supply**

Contractor's Name **Summit Electric Supply**

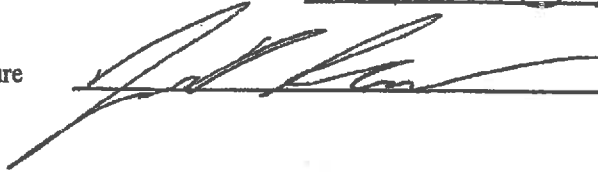
Contractor's Mailing Address **205 S. 29th Street Phoenix, AZ 85035**

Printed name of person signing Jeremiah Rhoden

Phone Number 602-267-1000 EXT: 4228

email Address JRhoden@Summit.com

Contractor's Authorized Signature



**City of Tempe Contract Renewal Acceptance**

Tony Allen  
Tony Allen, CPPB  
Contract Officer

3-3-15  
Date

Michael Greene  
Michael Greene, CPM  
Central Services Administrator

3-3-15  
Date



# Contract Renewal Notice



City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/purchasing

**Contract Number:** T11-093-03

**Issue Date:** 12/04/2013

**Vendor Number:** 14686

Summit Electric Supply  
Jerry Rhoden  
205 S. 29<sup>th</sup> Street  
Phoenix AZ 85035

**Contract Renewal:** 02/06/2014

Through

**Contract Expiration:** 02/05/2015

**Contract Description:** Electric Supplies

**Contract Term Status:** 3 of 4

## Contract Renewal Information:

The above referenced contract is requested to be renewed under the same terms and conditions of the above referenced contract and at either current contract prices/discounts or at prices/discounts more favorable to the City of Tempe. Should a price increase be requested, such request must be in conformity to the original City solicitation/contract, must be thoroughly justified and documented as a true pass-through cost. If a price increase is being requested, contractor will complete and sign this renewal form and attach the price increase justification documentation with this renewal notice. Any request for a price increase may cause withdrawal of this Contract Renewal Notice. If a contractor has lowered the market price(s) of any item(s) on the City's contract, then such lowered prices should be offered to the City of Tempe. If contractor is willing to renew at the current contract rates then only the completion and return of this form is necessary. All contract renewals with an annual value of \$50,000 or more must be prior approved by City Council.

Where performance bonds and/or insurance coverage were requirements of the City's original solicitation/contract, a renewing contractor must provide evidence of bonds and/or insurance extensions as applicable to ongoing City of Tempe contracts. Failure to provide insurance certificates as outlined below may result in contract cancellation.

***Contractor hereby acknowledges receipt and understanding of above Contract Renewal Notice and that a signed copy of this notice must be filed with the City of Tempe Procurement Office within thirty (30) days from the above noted issue date and the updated insurance certificates (City of Tempe included as additional insured) will be submitted as noted below. In accordance with A.R.S. 35-397, the firm hereby certifies that it does not have scrutinized business operations in Iran or Sudan.***

The City requires the following paragraph to be added to the above referenced contract as part of this renewal:

**Legal Compliance:** Contractor agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, Arizona Executive Order No. 99-4, and the Arizona Fair and Legal Employment Act, along with all laws, rules and regulations attendant thereto. Contractor acknowledges that a breach of this warranty is a material breach of this Contract and Contractor is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Contractor. Contractor hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.

City of Tempe Procurement Officer: Tony Allen  
City of Tempe Contracts Compliance: Alicia Ruiz

Phone No. (480) 350-8548  
Phone No. (480) 350-8648

**To Be Completed and Signed By Contractor**

Contractor's Name: Summit Electric Supply E-mail Address: Jrhoden@Summit.com  
Contractor's Mailing Address: 205 S. 29<sup>th</sup> St. Phoenix, AZ 85034  
Contractor's Phone/FAX: Phone No. (602) 2107-1000 Fax No. (602) 275-4273  
Contractor's Authorized Signature: [Signature] Date: 12/05/13  
Insurance Expiration Date: 01/01/2014 Contractor must provide insurance renewal by: 01/01/2014

**City of Tempe Contract Renewal Acceptance**

[Signature] 2-18-2014  
City Procurement Officer Signature Date

[Signature] 2/18/14  
Central Services Administrator Signature Date

# Contract Renewal Notice



City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 360-8324 • www.tempe.gov/purchasing

**Contract Number:** T11-093-03

**Issue Date:** 01/08/2013

**Vendor Number:** 14686

Summit Electric Supply  
Carl Bouk  
205 S. 29<sup>th</sup> Street  
Phoenix AZ 85035

**Contract Renewal:** 02/06/2013

Through

**Contract Expiration:** 02/05/2014

**Contract Description:** Electric Supplies

**Contract Term Status:** 2 of 4

## Contract Renewal Information:

The above referenced contract is requested to be renewed under the same terms and conditions of the above referenced contract and at either current contract prices/discounts or at prices/discounts more favorable to the City of Tempe. Should a price increase be requested, such request must be in conformity to the original City solicitation/contract, must be thoroughly justified and documented as a true pass-through cost. If a price increase is being requested, contractor will complete and sign this renewal form and attach the price increase justification documentation with this renewal notice. Any request for a price increase may cause withdrawal of this Contract Renewal Notice. If a contractor has lowered the market price(s) of any item(s) on the City's contract, then such lowered prices should be offered to the City of Tempe. If contractor is willing to renew at the current contract rates then only the completion and return of this form is necessary. All contract renewals with an annual value of \$50,000 or more must be prior approved by City Council.

Where performance bonds and/or insurance coverage were requirements of the City's original solicitation/contract, a renewing contractor must provide evidence of bonds and/or insurance extensions as applicable to ongoing City of Tempe contracts. Failure to provide insurance certificates as outlined below may result in contract cancellation.

***Contractor hereby acknowledges receipt and understanding of above Contract Renewal Notice and that a signed copy of this notice must be filed with the City of Tempe Procurement Office within thirty (30) days from the above noted issue date and the updated insurance certificates (City of Tempe included as additional insured) will be submitted as noted below. In accordance with A.R.S. 35-397, the firm hereby certifies that it does not have scrutinized business operations in Iran or Sudan.***

The City requires the following paragraph to be added to the above referenced contract as part of this renewal:

**Legal Compliance:** Contractor agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, Arizona Executive Order No. 99-4, and the Arizona Fair and Legal Employment Act, along with all laws, rules and regulations attendant thereto. Contractor acknowledges that a breach of this warranty is a material breach of this Contract and Contractor is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Contractor. Contractor hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.

City of Tempe Procurement Officer: Tony Allen  
City of Tempe Contracts Compliance: Alicia Ruiz

Phone No. (480) 350-8548  
Phone No. (480) 350-8648

**To Be Completed and Signed By Contractor**

(Jerimlah Rhoden)

Contractor's Name: Summit Electric Supply E-mail Address: Jrhoden@Summit.com

Contractor's Mailing Address: 205 S. 29<sup>th</sup> St., Phoenix, AZ 85034

Contractor's Phone/FAX: Phone No. (602) 267-1000 Fax No. (602) 275-4273

Contractor's Authorized Signature [Signature] Date: 01/10/14

Insurance Expiration Date: 01/01/2014 Contractor must provide insurance renewal by: 01/01/2014

**City of Tempe Contract Renewal Acceptance**

[Signature]  
City Procurement Officer Signature

1-29-2013  
Date

[Signature]  
Central Services Administrator Signature

2/8/13  
Date

# Contract Renewal Notice



City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/purchasing

**Contract Number:** T11-093-03

**Issue Date:** 12/01/2011

**Vendor Number:** 14686

Summit Electric Supply  
Carl Bouk  
205 S. 29<sup>th</sup> Street  
Phoenix AZ 85035

**Contract Renewal:** 02/06/2012

Through

**Contract Expiration:** 02/05/2013

**Contract Description:** Electric Supplies

**Contract Term Status:** 1 of 4

## Contract Renewal Information:

The above referenced contract is requested to be renewed under the same terms and conditions of the above referenced contract and at either current contract prices/discounts or at prices/discounts more favorable to the City of Tempe. Should a price increase be requested, such request must be in conformity to the original City solicitation/contract, must be thoroughly justified and documented as a true pass-through cost. If a price increase is being requested, contractor will complete and sign this renewal form and attach the price increase justification documentation with this renewal notice. Any request for a price increase may cause withdrawal of this Contract Renewal Notice. If a contractor has lowered the market price(s) of any item(s) on the City's contract, then such lowered prices should be offered to the City of Tempe. If contractor is willing to renew at the current contract rates then only the completion and return of this form is necessary. All contract renewals with an annual value of \$50,000 or more must be prior approved by City Council.

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City of Tempe Procurement Officer: Tony Allen  
City of Tempe Contracts Compliance: Alicia Ruiz

Phone No. (480) 350-8548  
Phone No. (480) 350-8648

**To Be Completed and Signed By Contractor**

Contractor's Name: SUMMIT ELECTRIC SUPPLY E-mail Address: CBOUK@SUMMIT.COM  
Contractor's Mailing Address: 205 S. 29TH ST PHOENIX, AZ 85034  
Contractor's Phone/FAX: Phone No. (602) 267-1000 Fax No. (602) 275-4273  
Contractor's Authorized Signature Carl Bouk Date: 12/2/11  
Insurance Expiration Date: 01/01/2012 Contractor must provide insurance renewal by: 01/01/2012

**City of Tempe Contract Renewal Acceptance**

Anthony Allen 1-20-2012  
City Procurement Officer Signature Date

[Signature] 1-20-12  
Central Services Administrator Signature Date

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
SUMMIT ELECTRIC SUPPLY CO., INC.**

**EXHIBIT B  
Rate Sheet**

## Revised Price Sheet

11-093 – Electrical Supplies

The “laundry list” of products below, in addition to the discounts requested for other materials, will be utilized to evaluate the vendors overall pricing structure.

Quantities and variety of items purchased will vary from the items on this list.

Description	Qty	Unit	Cost Ea	Extended Cost
<b>Group 1 – Fuses</b>				
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11. 30 AMP x 2 pole x 240 volt fused-knife switched, raintight (no fuses)	10	Each	\$ 33.60	\$ 336.00
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13. 100 AMP x 2 pole x 240 volt fused-knife switched, raintight (no fuses)	4	Each	\$ 85.90	\$ 343.60



Group 4 - Switches, Receptacles & Boxes		Qty	Unit	Cost Ea	Extended Cost
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26.	#10 AWG copper stranded	5,000	Feet	\$ 221.16	\$ 1,105.80
27.	#8 AWG copper stranded	3,000	Feet	\$ 334.00	\$ 1,002.00
28.	#6 AWG copper stranded	2,500	Feet	\$ 496.40	\$ 1,241.00
29.	#4 AWG copper stranded	2,000	Feet	\$ 782.00	\$ 1,564.00
30.	2/0 copper	800	Feet	\$ 2348.00	\$ 1,878.40
31.	3/0 copper	1,000	Feet	\$ 2944.00	\$ 2,944.00
32.	250 MCM	300	Feet	\$ 4386.00	\$ 1,315.80
33.	500 MCM	100	Feet	\$ 8678.00	\$ 867.80

Group 7 - Conduit		Qty	Unit	Cost Ea	Extended Cost
34.	½" EMT	2,500	Feet	\$ 15.77	\$ 394.25
35.	¾" EMT	1,500	Feet	\$ 31.55	\$ 473.25
36.	1" EMT	800	Feet	\$ 54.80	\$ 438.40
37.	2" EMT	400	Feet	\$ 127.50	\$ 510.00
38.	2-1/2" EMT	400	Feet	\$ 224.00	\$ 896.00
39.	3" EMT	300	Feet	\$ 285.00	\$ 855.00
40.	4" EMT	100	Feet	\$ 405.00	\$ 405.00
41.	½" IMC	500	Feet	\$ 59.50	\$ 297.50
42.	¾" IMC	1,300	Feet	\$ 72.20	\$ 938.60
43.	1" IMC	1,100	Feet	\$ 111.00	\$ 1210.00
44.	2-½" IMC	1,500	Feet	\$ 470.00	\$ 7050.00
45.	3" IMC	300	Feet	\$ 605.00	\$ 1815.00
46.	4" IMC	100	Feet	\$ 786.00	\$ 786.00
Group 8 - Conduit Fittings - Die-Cast					
47.	½" EMT compression connector	200	Each	\$ .25	\$ 50.00
48.	¾" EMT compression connector	125	Each	\$ .34	\$ 42.50
49.	1" EMT compression connector	100	Each	\$ .53	\$ 53.00
50.	2" EMT compression connector	30	Each	\$ 2.26	\$ 67.80
51.	½" EMT compression coupling	150	Each	\$ .23	\$ 34.50
52.	¾" EMT compression coupling	175	Each	\$ .34	\$ 59.50
53.	1" EMT compression coupling	75	Each	\$ .51	\$ 38.25
54.	2" EMT compression coupling	25	Each	\$ 1.78	\$ 44.50
55.	½" LB (AL) with cover and composition gasket	15	Each	\$ 1.96	\$ 29.40
56.	¾" LB (AL) with cover and composition gasket	15	Each	\$ 2.39	\$ 35.85
57.	1" LB (AL) with cover and composition gasket	15	Each	\$ 3.26	\$ 48.90
58.	½" C (AL) with cover and composition gasket	25	Each	\$ 3.23	\$ 80.75
59.	¾" C (AL) with cover and composition gasket	25	Each	\$ 3.98	\$ 99.50
60.	1" C (AL) with cover and composition gasket	15	Each	\$ 5.95	\$ 89.25

Group 9 - Discounts Offered

Manufacturer	Discount	Price list used
3M - TAPES + CONNECTORS	30-40 %	TRADE SERVICE
ALFLEX - Flex Conduit	50-60 %	BIDDLE BOOK
APPLETON - Condulets	40-65 %	
RACO BELL - Outdoor boxes	70-80 %	
B-LINE - STRUT + FITTINGS	50-70 %	
CROUSE-HINDS - BOXES + CONDUIT FITTINGS	70-80 %	
BRADY INDUSTRIAL - SAFETY + ID	15-20 %	
FEDERAL SIGNALS	15-25 %	
HOFFMAN ENCLOSURES	60-70 %	
IDEAL INDUSTRIES WIRE TERMINATIONS	25-30 %	
ILSCO CORP - LUGS	40-55 %	
INTERMATIC CONTROLS PHOTO CELLS	15-25 %	
Klien Tools	10-25 %	
LUTRON DIMMERS	15-25 %	
L.H. DOTTIE HARDWARE	80-90 %	
NSI INDUSTRIES	15-30 %	
OZ GEDNEY FITTINGS	50-60 %	
CRESCENT / STONCO FIXTURES	75-80 %	
SQD Panels + CONTROLS	50-60 %	
TAYMAC CORP. OUTDOOR COVERS	45-50 %	
T & B TY-RAPS, FITTINGS ETC.	30-40 %	
TORK TIME CONTROLS	20-26 %	
WIREMOLD RACEWAY	10-20 %	

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
SUMMIT ELECTRIC SUPPLY CO., INC.**

**EXHIBIT C  
Scope of Work**

**PROJECT**

Purchase of miscellaneous Electrical Parts and Supplies on an as needed basis as described in Exhibit C.

## **Scope of Work**

The City of Tempe is seeking proposals to establish a one-year contract for the supply of miscellaneous Electrical Parts and Supplies. The resulting contract is subject to subsequent renewals per the Special Terms and Conditions of this Request for Proposal (RFP).

Only high quality parts, e.g. specification grade, will be considered.

The City reserves the right to make multiple awards and/or to award contract by individual line items, groups of line items or aggregate award.

It is preferred that the selected vendor(s) have a local inventory outlet within the immediate geographic area of Tempe, not exceeding an approximate 10 mile radius of 55 South Priest – Tempe, Arizona to allow for the pick-up of parts by City personnel when needed.

The vendor's inventory of high quality, e.g. specification grade, electrical parts and supplies and must be of sufficient quantity and variety to cover the majority of the City's electrical parts needs.

The vendor must deliver available products within 24 hours from order placement when the City requests a delivery to a City site.

All delivery costs for non-special order materials must be included in pricing.

There shall be no restocking fees for unused returned parts – special order items are exempted from this requirement.

Due to the depth of products carried by most vendors, a line card illustrating all product lines carried by the firm shall be submitted and will be considered as part of the evaluation process.

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
SUMMIT ELECTRIC SUPPLY CO., INC.**

**EXHIBIT D**

**METHOD AND AMOUNT OF COMPENSATION**

Method of payment and amount of compensation is provided in the City of Tempe Electric Supplies Contract T11-093-03

**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 \$75,000.

**DETAILED PROJECT COMPENSATION**

Electrical Parts and Supplies will be purchased on an as needed basis based on the Revised Price Sheet as described in Exhibit B.



## Legislation Description

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**File #: 15-750, Version: 1**

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**AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH REDDI ROOT'R INC., DOING BUSINESS AS REDDI SERVICES, INC., AND APPROVE THE EXPENDITURE OF FUNDS FOR VACTOR SERVICES AT VARIOUS WATER AND WASTEWATER FACILITIES**

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

**Purpose and Recommended Action**

This is a request for City Council to authorize the Acting City Manager to enter into a linking agreement with Reddi Root'r Inc., doing business as Reddi Services, Inc., (Reddi) for vactor services, and approve expenditure of funds in an amount not to exceed \$225,000 for the three-year period (\$75,000 annually). This cooperative purchase is available through an agreement between the City of Mesa and Reddi, contract IFB #2015272, and is effective through August 31, 2018.

**Background**

During both the water and wastewater treatment processes, particulates are removed from the raw water and effluent. This wet sludge is deposited into drying basins. After the wet sludge has dried to a powder, a vactor service comes in, removes the powder, and transports it for final disposal.

**Analysis**

Cooperative purchasing allows counties, municipalities, schools, colleges, and universities in Arizona to use a contract that has been competitively procured by another governmental entity or purchasing cooperative. Such purchasing helps reduce the cost of procurement, allows access to a multitude of competitively bid contracts, and provides the opportunity to take advantage of volume pricing. The Glendale City code authorizes cooperative purchases when the solicitation process utilized complies with the intent of Glendale's procurement processes. The cooperative purchase is compliant with Chapter 2, article V, Division 2, Section 2-149 of the Glendale City Code, per review by Materials Management.

On August 31, 2015, the City of Mesa, Arizona entered into an agreement for Vactor Services (IFB #2015272). The agreement permits its cooperative use by other governmental agencies. The City of Glendale Materials Management and the City Attorney offices have reviewed and approved the utilization of the agreement from the City of Mesa for the defined services, and concur the cooperative purchase is in the best interest of the City.

This action will authorize the Acting City Manager to enter into a linking agreement with Reddi for vactor services and approve expenditure of funds for an amount not to exceed \$225,000 over the term of the agreement.

**Previous Related Council Action**

Prior purchases for vector services have not been contracted for over \$50,000.

**Community Benefit/Public Involvement**

Regular maintenance of the sludge basins ensures the system continues to function properly resulting in efficient and uninterrupted plant operations, and continued Federal and Arizona regulatory compliance.

**Budget and Financial Impacts**

Funding is available in the Water Services FY2015-16 operating budget. Total expenditure is not to exceed \$75,000 annually. Annual budget appropriation thereafter is contingent upon Council approval. Total expenditures are not to exceed \$225,000 for the entire term of this agreement. The budget will be encumbered only as the services are needed.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$75,000</b>	<b>2360-17160-523400, Arrowhead Water Reclamation Facility</b>
	<b>2360-17170-523400, West Area Water Reclamation Facility</b>
	<b>2400-17260-523400, Cholla Water Treatment Plant</b>
	<b>2400-17310-523400, Oasis Surface Water Treatment Plant</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?



**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
REDDI ROOT'R, INC DBA REDDI SERVICES, INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the City of Glendale, an Arizona municipal corporation (the "City"), and Reddi Root'r, Inc., an Arizona corporation dba Reddi Services, Inc. ("Contractor"), collectively, the "Parties."

**RECITALS**

- A. On August 31, 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 Vactor Services IFB #2015272 ("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 Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was August 31, 2015, until the date the contract expires on August 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

August 31, 2018. The period of this Agreement, therefore, is the period from the Effective Date of this Agreement until August 31, 2018.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit C.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree to a different schedule, as provided in Exhibit D.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed seventy-five thousands dollars (\$75,000) annually or two hundred twenty-five thousand dollars (\$225,000) 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. 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

Reddi Services  
c/o Donald Matta  
12268 N 92<sup>nd</sup> Drive  
Peoria, AZ 85381

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

“City”

City of Glendale, an Arizona  
municipal corporation

By:

\_\_\_\_\_  
Richard A. Bowers  
Acting City Manager

“Contractor”

Reddi Root'r, Inc. dba Reddi Services, Inc.,  
an Arizona corporation

By:

Name:

Title:

*Donald Matta*  
\_\_\_\_\_  
*Industrial / Municipal Manager.*

ATTEST:

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

APPROVED AS TO FORM:

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

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
REDDI ROOT'R, INC DBA REDDI SERVICES, INC.**

**EXHIBIT A**  
Vactor Sevices IFB #2015272

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**INVITATION FOR BIDS # 2015272**  
**Vactor Services**

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July 8, 2015

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Mesa (City) until **3:00 PM, Local Time, July 28, 2015** to provide **Vactor Services**.

**Brief Description: This Invitation for Bids is to establish a term contract for Vactor Services for high pressure hydro-jetting, vacuuming (Vactor Truck) and pumping of storm drains, etc. on an as needed basis.**

**Vendors wishing to conduct business with the City are required to register and maintain all information used for the notification of bid opportunities and issuance of payment in the Vendor Self Service (VSS) system. For more information and to register go to <http://mesaaz.gov/business/purchasing/vendor-self-service>.**

Bids 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.

Bid packets, any attachments and addenda are available for download at <http://mesaaz.gov/business/purchasing>.

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.

Mesa's Procurement Policies and Rules are available on the Purchasing Division's website at <http://mesaaz.gov/business/purchasing>.

Questions concerning this solicitation should be directed, IN WRITING, to the following project contacts or their designees:

**Technical Questions:**

**Brandy Andersen**  
Procurement Officer  
Purchasing  
Fax: (480) 644-2655  
[brandy.andersen@mesaaz.gov](mailto:brandy.andersen@mesaaz.gov)

**General or Process Questions:**

**Angela Spadaro**  
Procurement Specialist  
Purchasing  
Fax: (480) 644-2655  
[angela.spadaro@mesaaz.gov](mailto:angela.spadaro@mesaaz.gov)

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## 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 Project Contacts listed on Page 1 or designees 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 bid.** 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 bid.

i.3 **VENDOR CONFERENCE / SITE VISIT:**  Yes  No

i.4 **DUE DATE & TIME FOR SUBMISSION AND OPENING:**

**Date:** July 28, 2015

**Time:** 3:00 P.M. (Local Time)

The City will open all bids properly and timely submitted, and will record the names and other information specified by law and rule. All bids become the property of the City and will not be returned except in the case of a late submission. Results, as read at the bid opening, will be posted on the City website. Once a contract has been executed by the City, bids are available for inspection by contacting Purchasing.

i.5 **BID FIRM TIME:** 120 days from Opening

Bid shall remain firm and unaltered after opening for the number of days shown above. The City may accept the bid, subject to successful contract negotiations, at any time during this time.

i.6 **BID SECURITY:**  Yes \$ 0.00  No

i.7 **SUBMIT BIDS TO:** Use label at the end of this solicitation package

City of Mesa  
Attn: Purchasing  
20 E. Main St., Suite 400  
Mesa, AZ 85201

Bids will be received publicly at this address. Bidders may mail or hand-deliver bids. 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 bid that is not properly addressed and identified.

i.8 **LATE BIDS.** The bidder assumes responsibility for having the bid delivered on time at the place specified. All bids received after the date and time specified shall not be considered and will be returned unopened to the bidder. The bidder 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 bidder 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 solicitation and the City, including but not limited to the City Council, employees, and consultants hired to assist in the solicitation, is prohibited.

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## INSTRUCTIONS

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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 bidder begins any billable work prior to the City's final approval and execution of the contract, bidder 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 bid. Bidders are cautioned to verify their bids before submission, as amendments to or withdrawal of bids submitted after time specified for opening of bids may not be considered. The City will not be responsible for any bidder errors or omissions.

- i.13 **FORM AND CONTENT OF BIDS.** Unless otherwise instructed or allowed, bids shall be submitted on the forms provided. An original and the designated number of copies of each bid are required. Bids, 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 bid 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 bids be submitted on disk, CD or DVD. The bid 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 bid.

- 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 brand name product, is on the bidder. The City reserves the right to reject bids that the City deems unacceptable.

- i.15 **MODIFICATION / WITHDRAWAL OF BID.** Written requests to modify or withdraw the bid received by the City prior to the scheduled opening time will be accepted and will be corrected

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## INSTRUCTIONS

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after opening. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the bid and marked as a MODIFICATION or WITHDRAWAL of the bid. Requests for withdrawal after the bid opening will only be granted upon proof of undue hardship and may result in the forfeiture of any bid 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 bid 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 bidder shall include a letter with its bid 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 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 bid from a bidder 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 bids or any part thereof; to rebid the solicitation; to reject non-responsive or non-responsible bids; to reject unbalanced bids; to reject bids where the terms, prices, and/or awards are conditioned upon another event; to reject individual bids 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 bid. The City may seek clarification of the bid from bidder at any time, and failure to respond is cause for rejection. Submission of a bid confers on bidder 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 bidder 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 bidder 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 BIDS.** Bidder hereby grants the City permission to copy all parts of its bid, including without limitation any documents and/or materials copyrighted by the bidder. 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.
  - 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 bidders or prospective bidders and affiliates. The City may request product samples from vendors for product evaluation.



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## INSTRUCTIONS

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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

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## INSTRUCTIONS – EVALUATION

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- i.23 **EVALUATION PROCESS.** Bids 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 bidders for clarification purposes. Clarification is not an opportunity to change the bid. Bidders shall not initiate discussions with any City employee or official.
- i.24 **PRESENTATIONS/INTERVIEWS.** The bidder must provide a formal presentation/interview upon request.
- i.25 **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) Responsiveness. The City will determine whether the bid complies with the instructions for submitting bids including completeness of bid which encompasses the inclusion of all required attachments and submissions. The City must reject any bids that are submitted late. Failure to meet other requirements may result in rejection.
  - b) Responsibility. The City will determine whether the bidder 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 bids, past performance, references (including those found outside the bid), compliance with applicable laws-including tax laws, bidder's record of performance and integrity - e.g. has the bidder been delinquent or unfaithful to any contract with the City, whether the bidder is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified. A bidder 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 bidder'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) Price. We will then evaluate the bids that have met the requirements above.
  - d) 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.

- i.26 **COST JUSTIFICATION.** In the event only one response is received, the City may require that the bidder submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the bid price is fair and reasonable.
- i.27 **CONTRACT NEGOTIATIONS AND ACCEPTANCE.** Bidder must be prepared for the City to accept the bid as submitted. If bidder 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 bid or revoke the award, and may begin negotiations with another bidder. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the bidder and the City until the City executes a written contract or purchase order.
- i.28 **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.

## INSTRUCTIONS – EVALUATION

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**It is the bidder's responsibility to check the City of Mesa's 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.

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## STANDARD TERMS AND CONDITIONS

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- 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,

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## STANDARD TERMS AND CONDITIONS

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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

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- 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

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- 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.

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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



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- 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

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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

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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.

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## DETAILED SPECIFICATIONS

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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.** To establish a three (3) year term contract for vector services.
3. **SCOPE OF WORK.** Contractor(s) shall provide storm drain cleaning, storm drain pipe cleaning, culvert cleaning, box culvert cleaning, pressure washer separators/vaults, sumps, wet well, and drywell cleaning and inspections for the City of Mesa (City) Transportation Department and Fleet Services. Services will be on an as needed basis.

Work shall be performed at a variety of locations within City limits. Locations shall also include but are not limited to: privately owned property, commercial property and property owned by other government agencies, all for which permission to enter has been obtained.

Quantities represent the City's best estimate of current requirements. There are no guarantees implied or warranted. Quantities shall not bind the City to accept nor require the City to pay for services exceeding actual needs nor for any items for which funds are not available.

4. **MULTIPLE AWARDS.** It's the City's intent to award to a primary and secondary Contractor for each group. The primary Contractors shall provide storm drain cleaning, storm drain pipe cleaning, culvert cleaning, box culvert cleaning, pressure washer separators/vaults, sumps, wet well, drywell cleaning and inspections per the City's requirements until such time as an authorized City Representative determines that it is in the best interest of the City to demand performance from the secondary Contractor. This decision will be based upon the ability of the primary source to provide acceptable vector services within the City's time requirements and the decision to utilize the secondary Contractor shall be final and conclusive. The City reserves the right to change this award method based on the bids received if deemed in the best interest of the City.

No Contractor shall be guaranteed any minimum or maximum amount of work.

### 5. **VECTOR SERVICES REQUIREMENTS PER GROUP**

#### **Group I – Work Requirements**

A City Representative will contact the Contractor when vector services are required. Services include but are not limited to: vector truck/high velocity jet rodding services or suctions/pumping truck for storm drain cleaning, storm drain pipe cleaning, culvert cleaning, box culvert cleaning, wet well, drywell cleaning and inspection. Contractor shall be able to provide services on an as needed, on call basis. The City will notify Contractor when such services are needed. Contractor shall respond back to City Representative within twenty four (24) hours of notification. City Representative will provide a map, detailed outline of work to be performed, and a notice to proceed.

Contractor shall begin requested services no later than two (2) business days after receiving the notice to proceed, unless otherwise mutually agreed upon by both parties. Work shall be completed within seven (7) days of the project start date.

Contractor shall replace felt and rock when cleaning dry wells, no extra compensation will be paid for this service and shall be included in the unit bid price.

The City will provide dump site locations for the Contractor to deposit silt and debris collected from the job sites. Contractor shall decant all excess fluid into the closest sanitary manhole prior to dumping solids into the City's assigned dump location. In the event the Contractor's Operator creates a mess while dumping solids, Contractor is responsible for cleaning their mess within twenty four (24) hours. Cleaning requirements will be determined by the City Representative.

The City will not pay for downtime if Contractor's vehicle and/or equipment is disabled or broken down while performing work for the City.

The City will not pay travel time to or from the jobsite except to fill water tank, decant to the closest sanitary manhole and empty debris box; price to fill water tank, decant to the closest

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## DETAILED SPECIFICATIONS

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sanitary manhole and empty debris box should be included in the hourly rate listed on the Pricing Sheet (Line Items, 1, 2, 3, 4, and 7).

### **Group II**

Contractor is required to provide suction/pumping services on a variety of pressure washer sumps, sumps, separators, and vaults in multiple locations. The City Representative shall provide the Contractor with a map and required frequency for cleaning services. The Contractor shall remove non-hazardous liquid, high solids, oily water or sludge from oil/water separators, floor drains, sand traps, pits, sumps, trenches, clarifiers, closed drums and underground waste tanks and haul to disposal site. Contractor shall be responsible for disposing waste at a legal disposal site that meets all federal, state, and local laws.

6. **EQUIPMENT.** Contractor's vehicles and equipment shall be neat in appearance and easily identified with Contractor's name on side of vehicle. Contractor's vehicles and equipment shall be maintained in a safe and mechanically sound working condition.

All vehicles and equipment shall display the company's name and phone number. All vehicles must have lighting in accordance with the 2007 City of Phoenix Barricade Manual and the 2007 City of Mesa Supplement to the 2007 City of Phoenix Traffic Barricade Manual.

All trucks and other equipment must be in compliance with all applicable federal, state and local rules and regulations.

Trucks or equipment designated for use under this contract shall not be used for any other work while conducting services for the City. Contractor shall not solicit work from private citizens while performing work for the City.

Contractor shall not permit placing and/or use of equipment in such a manner as to block vehicular traffic lanes or create safety hazards. Contractor shall be responsible for all appropriate warning devices.

The City will not provide storage space for Contractor's vehicles, materials, supplies or equipment.

Vehicles and equipment shall have all necessary tools needed to perform the assigned work.

### **Group I – Equipment Requirements**

All trucks and other equipment shall be equipped with a back-up alarm and rotating flashers, strobe lights or light bar and arrow board.

High pressure hydro jetting/vacuuming truck and equipment (Vactor) shall be 2005 year or newer.

Contractor's equipment shall comply with the following minimum capabilities:

- Minimum 10 cu. Yard box capacity
- Minimum 1500 gal. on board tank capacity
- Minimum 80 GPM at 2000 psi jet rodder water pump capacity

Vactor truck shall be equipped with an Automatic Vehicle Location (AVL) System capable of identifying the routes completed by the truck as well as identifying when a Power Take-Off (PTO) is being operated during the process.

Contractor shall have all hand tools and pipe plugs needed to perform assigned work.

Contractor shall have a large verity of nozzles/heads needed to perform assigned work.

Contractor must have the capability of providing two (2) trucks simultaneously, with adequate crew, in the event the City requires such services.

### **Group II – Equipment Requirements**

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## DETAILED SPECIFICATIONS

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Contractor's truck must be high capacity vacuum trucks.

Contractor's trucks must have 3000+ gallon tanks.

Contractor shall have the capability to remove and transport hazardous material.

Contractor's truck must be capable of removing non-hazardous liquid, high solids, oily water or sludge from oil/water separators, floor drains, sand traps, pits, sumps, trenches, clarifiers, closed drums and underground waste tanks.

7. **CONTRACTOR RESPONSIBILITIES.** Contractor shall provide all equipment, materials, supplies and personnel necessary to provide storm drain cleaning, storm drain pipe cleaning, culvert cleaning, box culvert cleaning, pressure washer separators/vaults, sumps, wet well, drywell cleaning and inspection.

Contractor shall be responsible for the following:

- Vactor Services to be in compliance with all federal, state and local laws, regulations, statutes, codes, etc.
- Compliance with all City, state, and Maricopa County dust control requirements, including obtaining permits if required.
- Obtaining all necessary permits, fittings, and water meters that may be required by the City.
- Obtaining and purchasing any water necessary for vactor services. Water is available at fire hydrants throughout the City.

Contractor shall follow all City, County, State, Federal, and Occupational Safety and Health Administration (OSHA) rules and regulations pertaining to work being performed.

Contractor shall notify City Representative daily, prior to 7:00 a.m. of Vactor crew status and daily schedule.

Contractor shall provide City Representative with completed route map and task list prior to invoicing.

8. **PERSONNEL.** Contractor shall provide all management, supervision and labor necessary for efficient and effective management of this contract. Contractor shall designate a supervisor to monitor this contract who is able to communicate with the City's Representative in English to oversee and inspect work performed by Contractor's personnel assigned to this contract. Contractor shall act and work in a professional manner as to not bring undue criticism or embarrassment to the City.

The designated supervisor shall be immediately available during work activities to receive communications from the City of Mesa staff by cellular phone.

Contractor shall utilize only trained, competent employees in the performance of this contract. At the request of the City, Contractor shall remove any incompetent, abusive or disorderly employees, whether supervisory or non-supervisory, from work under this contract.

Safety vests or high visibility clothing that meets ANSI Class II or better must be worn by Contractor employees at all times while working on site.

9. **DELIVERY REQUIREMENTS.** Contractor shall be able to provide services on an as needed, on call basis, as well as pre-scheduled cleanings. Contractor must be able to respond verbally within twenty four (24) hours of notification from City Representative. City Representative will notify Contractor when the City is in need of storm drain cleaning, storm drain pipe cleaning, culvert cleaning, box culvert cleaning, pressure washer separators/vaults, sumps, wet well, drywell cleaning and inspection. Contractor shall begin services no later than two (2) business days after receiving the notice to proceed, unless the start date is mutually agreed upon by the City Representative and Contractor. Work schedule will be Monday through Thursday 6:00 a.m. to 5:00 pm., excluding City of Mesa holidays.

## DETAILED SPECIFICATIONS

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Holiday Schedule. The following is a list of holidays on which contract service will not be performed unless previously approved by the City (except emergency service):

- a. New Year's Day - January 1<sup>st</sup>
- b. Martin Luther King Day – Third Monday in January
- c. President's Day – Third Monday in February
- d. Memorial Day – Last Monday in May
- e. Independence Day – July 4<sup>th</sup>
- f. Labor Day – First Monday in September
- g. Veteran's Day – November 11<sup>th</sup>
- h. Thanksgiving Holiday – Fourth Thursday and following Friday in November
- i. Christmas Day – December 25<sup>th</sup>

10. **WORK AREA.** Contractor shall keep the assigned work area safe for all residents, motorists, and pedestrians during the project. Contractor shall, upon completion of work, leave the public right of way/worksite in a neat and clean condition. No special payment will be made for this item and price shall be included in the unit bid price(s). Contractor shall restore any damaged City property or private property to its original condition as determined by the City.
11. **TRAFFIC CONTROL.** Contractor shall:
- a. Be responsible for all traffic control, including barricades, if necessary. Traffic control shall be included in the bid price(s).
  - b. Ensure protection of work area at all times, unless a City Representative authorizes a waiver.
  - c. Remove all equipment and materials from each site and leave the site clean at the end of each workday and upon completion of each assigned task.

Barricading area for work performed within the public right-of-way shall comply with City of Phoenix Traffic Barricade manual and City of Mesa amendments:

<http://mesaaz.gov/business/barricading-temporary-traffic-control-permits>

Contractor shall be responsible for obtaining a City Temporary Traffic Control (TTC) permit prior to commencing any work if they are to restrict access (partial or complete closures) on public streets, sidewalks, bike lanes, alleys or other public facilities except as noted in the City TTC Rules and Procedures. The permit authorizes restrictions to be in place as specified on the permit, but does not guarantee the requestor exclusive rights to occupy a particular portion of the public right-of-way. Weather, emergencies, incidents, or other projects and special events might require rescheduling of activities. The City will attempt to identify all known potential conflicts so they can be resolved cooperatively among those involved.

Contractor may call 480-644-4TTC (4882) or e-mail [barricade@mesaaz.gov](mailto:barricade@mesaaz.gov) with any questions.

12. **PROTECTION OF THE PUBLIC DAMAGES TO EXISTING STRUCTURES.** Contractor shall note a significant portion of the projects will occur in residential areas. Contractor shall exercise due care to minimize any damages to fences, trees, shrubs, landscaping and general property. Contractor shall exercise caution at all times for the protection of person and property. All fines, penalties and/or repair charges resulting from the Contractor's actions shall be the sole responsibility of Contractor at no additional cost to the City. Contractor shall immediately notify the City Representative of damages. Contractor shall not permit placing or use of equipment in such a manner as to block vehicle traffic lanes or create safety hazards. Contractor shall be responsible for all appropriate warning devices.
13. **INVOICE AND PAYMENT (INVOICE AUTHORIZATION).**
- a. City Representative and Contractor will agree upon work requested and clarify any questions and concerns prior to starting work.
  - b. Contractor shall fax, scan, or hand deliver a list of completed work, including quantities at the end of each work day. City Representative and Contractor will agree on method of

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## DETAILED SPECIFICATIONS

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notification.

- c. A City Representative will inspect the work once completed.
- d. The City will provide the Contractor an invoice authorization every two (2) weeks for satisfactorily work completed.
- e. After invoice authorization is received from the City, Contractor shall submit an invoice to the City Representative for completed work. Contractor's invoice shall reflect the quantities and dollar amount stated on the invoice authorization.
- f. The City Representative will compare the invoice authorization to Contractor invoice and approve payment for authorized work.

14. **METHOD OF INVOICING (CONTRACTOR'S INVOICE).** Contractor shall submit invoices on a regular, consistent basis of not less than fifteen (15) days and no more than thirty (30) days unless otherwise directed by City Representative.

Contractor's invoice shall include the following information:

- a. City of Mesa Contract and Master Agreement numbers (to be provided by City upon contract award)
- b. Line items listed individually by the written description in the contract
- c. Period invoice covers, i.e. "June 1, 2015 through June 15, 2015"
- d. Contract price, extended and totaled
- e. Work area with quantity completed and accepted during this time period
- f. Items grouped by Work Order and subtotaled
- g. Invoice number and date

Mail invoices to: City of Mesa Transportation Department  
PO Box 1466  
Mesa, AZ 85211-1466

15. **INSURANCE REQUIREMENTS.** 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 at all times during the term of this contract, Contractor's Pollution Liability (including Errors & Omissions) insurance for losses caused by pollution conditions that arise from the operations of the Contractor as described in this agreement. The minimum amount shall be \$1 million per occurrence/\$2 million General Aggregate.

- a) The policy shall provide for complete professional service coverage, including coverage for pollution liability that is the result of a breach of professional duties.
- b) The policy shall provide for protection against claims for third-party bodily injury, property damage, or environmental damage caused by pollution conditions resulting from activities for which the Contractor is legally liable.
- c) The policy shall provide for cleanup costs when mandated by governmental entities, when required by law, or as a result of third-party claims.

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



## DETAILED SPECIFICATIONS

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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

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1. **BEGINNING AND END DATE OF INITIAL TERM.** September 1, 2015 through August 31, 2018.  
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. **PRICES.** All pricing shall be firm for the initial term of three (3) years; 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 bid.
  - 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 bid 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.
  - c. 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 ELEMENTS

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1. **BID SUBMISSION** - Submit **one (1) signed original** along **with one (1)\_ copy** of the bid in a sealed container and **one (1) electronic format** on a CD or Thumb Drive.

***DO NOT use spiral binding or comb binding for your offers – 3-ring binders are preferred for large bids.***

2. **BIDDER RESPONSE CHECKLIST.** This checklist is provided for your convenience. It is not necessary to return a copy of this solicitation's Instructions, Terms and Conditions, or Detailed Specifications with your bid response. Only submit the requested forms and any other requested or descriptive literature. Do not use comb or spiral binds for your bids. 3-ring binders are preferred for large responses.

Response has been sent in time to be received prior to 3:00 PM local time on the due date.

- Original and proper number of copies submitted (above)
- Bid container properly labeled
- Vendor Questionnaire form completed and included, if required
- Pricing and Compensation, math double-checked, form completed and included
- W-9 Request for Taxpayer Identification Number and Certification form completed and included (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)
- Checked for any addenda issued and acknowledged on Pricing & Compensation form
- Exceptions, Confidential & Additional Items form completed and included
- Vendor Information form completed and included
- Offer And Acceptance form completed and included

**VENDOR QUESTIONNAIRE**

<b>GENERAL</b>	
Years in Business providing similar services: 58 years	
Contractor's License No(s): 202706 (Submit a copy with the proposal)	Type: K-37
Number of employees at location serving this contract: 10	
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. All references must be verifiable.	
Firm/Government Agency Name: City of Chandler	
Contact Person: David Verhelst	Phone: 480-472-3503
Address: PO Box 4008 Mail Stop 909 Chandler, AZ 85244	Fax: 480-782-3495
	E-Mail Address: David.Verhelst@chandleraz.gov
\$ Value of Work, Supplies/Services and Dates Provided: Servicing since 2009. Vactor, jet and repair storm water systems. \$100,000.00 per year.	
Firm/Government Agency Name: Town Of Buckeye	
Contact Person: Manuel Alvarez	Phone: 623-349-6824
Address: 423 Arizona Eastern Ave Buckeye, AZ	Fax: 623-349-6850
	E-Mail Address: malvarez@buckeyeaz.gov
\$ Value of Work, Supplies/Services and Dates Provided: Servicing since 2008. Vactor and jetting of municipal sewer and storm drains. \$30,000.00 per year.	
Firm/Government Agency Name: City of Glendale	
Contact Person: Mark Fortkamp	Phone: 623-930-4756
Address: 6210 W Myrtle Glendale, AZ 85301	Fax: 623-877-6408
	E-Mail Address: mfortkamp@glendaleaz.com
\$ Value of Work, Supplies/Services and Dates Provided: Servicing since 2010. Vactor and jet municipal service systems. \$20,000.00 per year.	
Vehicle/ Equipment Inventory which is available for this contract: 2-5,500 gallon wet vacuum tankers, 3-3,000 gallon wet vacuum pump trucks, 2-hydro vacuum combination units, 1-hydro jet truck, 1 trailer mounted jetting unit	

Vendor Name Reddi Services, Inc.

Date: 7/27/15

**VENDOR QUESTIONNAIRE**

List any additions to equipment or personnel you anticipate if awarded this contract:	
No Additions	
Subcontractors: 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:	

Vendor Name Reddi Services, Inc.

Date: 7/27/15

**PRICING AND COMPENSATION**

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Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish Vactor Services to the City of Mesa at the price(s) stated in Exhibit A.

Offerors shall complete Excel spreadsheet entitled "**EXHIBIT A – PRICING**" (2015272) and provide all requested information.

Exhibit A is posted as a separate document

Vendor Name Reddi Services, Inc.

Date: 7/27/15

**EXCEPTIONS, CONFIDENTIAL & ADDITIONAL MATERIALS**

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Bidders 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 will render a Bid 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 bid  
 Confidential/Proprietary materials included. Bidders should identify below any portion of their bid 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 bid as confidential will not be considered.

**Additional Materials submitted (mark one):**

- No additional materials have been included with this bid  
 Additional Materials attached (describe--attach additional pages if needed)

Vendor Name Reddi Services, Inc.

Date: 7/27/15

**VENDOR INFORMATION**

Company Legal/Corporate Name: Reddi Services, Inc.

Doing Business As (if different than above): \_\_\_\_\_

Address: 12268 N 92nd Drive

City: Peoria State: AZ Zip: 85381

Phone: 602-385-1932 Fax: 480-499-5501

E-Mail Address: bids@reddiservices.com Website: www.reddiservices.com

DUNS # 878471101 State of Incorporation: KS

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 bid:**

Name: Mark Gravatt Fax: 480-499-5501

Phone: 602-509-0334 E-Mail Address: mark.gravatt@reddiservices.com

**Day-to-Day Project Contact (if awarded):**

Name: Donald Matta Fax: 480-499-5501

Phone: 602-723-0327 E-Mail Address: donald@reddiservices.com

**Sales/Use Tax Information (check one):**

Bidder 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)

Bidder is located outside Arizona is authorized to collect Arizona Sales/Use Taxes (The Bidder should invoice the applicable sales tax and remit to the appropriate taxing authorities)

State Sales Tax Number: \_\_\_\_\_ City of: \_\_\_\_\_, AZ  
City Sales Tax Number: \_\_\_\_\_ Sales Tax Rate: \_\_\_\_\_

Bidder is located in Arizona (The Bidder should invoice the applicable sales tax and remit to the appropriate taxing authorities)

State Sales Tax Number: 07369514R City of: Mesa, AZ  
City Sales Tax Number: 00036674 Sales Tax Rate: 0%

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.
2. Arizona non-operating identification license.
3. Birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.
4. United States Certificate of Birth abroad.
5. United States passport.
6. Foreign passport with a United States Visa.
7. I-94 form with a photograph.
8. United States Citizenship & Immigration Services Employment Authorization Document (EAD).
9. Refugee travel document.
10. United States Certificate of Naturalization.
11. United States Certificate of Citizenship.
12. Tribal Certificate of Indian Blood.
13. Tribal or Bureau of Indian Affairs Affidavit 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

Business/Company Name

Print Name

Verification of Attachment by City Staff Member:

Date

Signature Date

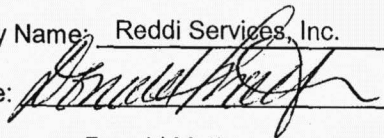
**OFFER AND ACCEPTANCE**

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**By signing and submitting this Bid, 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:**

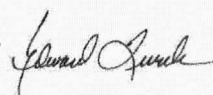
Company Name: Reddi Services, Inc.  
Signature:   
Printed Name: Donald Matta  
Title: Industrial Project Manager  
Date: 7/27/15

**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 2015272.

Term (if different than stated in the Milestones) \_\_\_\_\_ through \_\_\_\_\_

Awarded this 2015.



Digitally signed by Edward Quedens  
DN: cn=Edward Quedens, o=City of  
~~Mesa, Arizona, ou=Business Services~~  
Department,  
email=ed.quedens@mesaz.gov, c=US  
Date: 2015.09.02 17:06:20 -07'00'

Edward Quedens, CPPO, C.P.M.  
As Business Services Director

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
REDDI ROOT'R, INC DBA REDDI SERVICES, INC.**

**EXHIBIT B**  
Award and Rate Sheet

**IFB #2015272 - Exhibit A, Addendum 1**

**REVISED PRICING AND COMPENSATION**

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish Vactor Services to the City of Mesa at the price(s) stated below.

<b>GROUP I</b>					
Item No.	Description	Unit of Measure	Unit Price	Estimated Annual Quantity	Total Price
1	<b>Fleet</b> - Perform cleaning services through the use of high pressure hydro jetting, vacuuming (Vactor) and pumping to include but not be limited to: drywells, wet wells, catch basins, storm drain pipes. Equipment and personnel shall include vactor truck and two (2) man crew	Hour	\$125.00	250	\$ 31,250.00
2	<b>Transportation</b> - Perform cleaning services through the use of high pressure hydro jetting, vacuuming (Vactor) and pumping to include but not be limited to: drywells, wet wells, catch basins, storm drain pipes. Equipment and personnel shall include vactor truck and two (2) man crew	Hour	\$125.00	1,200	\$ 150,000.00
3	Extra crew member - must be approved by the City	Hour	\$30.00	500	\$ 15,000.00
4	Minimum 3,000 gallon water truck with operator	Hour	\$95.00	20	\$ 1,900.00
<b>Group I Total</b>					<b>\$ 198,150.00</b>

IFB #2015272 - Exhibit A, Addendum 1

GROUP II					
Item No.	Description	Unit of Measure	Unit Price	Estimated Annual Quantity	Total Price
5	Scheduled Service for <b>Fleet</b> : Vacuum, remove non-hazardous liquid, high solids, oily water or sludge from oil/water separators, floor drains, sand traps, pits, sumps, clarifiers, closed drums and underground waste tanks and haul to disposal site. This includes all equipment, personnel, and any dump fees	Gallon	\$0.40	36,000	\$ 14,400.00
6	Scheduled Service for <b>Transportation</b> : Vacuum, remove non-hazardous liquid, high solids, oily water or sludge from oil/water separators, floor drains, sand traps, pits, sumps, clarifiers, closed drums and underground waste tanks and haul to disposal site. This includes all equipment, personnel, and any dump fees	Gallon	\$0.40	40,000	\$ 16,000.00
7	Special projects authorized by the City: Remove non-hazardous liquid, high solids, oily water or sludge from trenches/trench drains and haul to legal dump site. This includes all equipment, personnel, travel time and any dump fees. Hourly rate bid will be paid; no extra payment will be made for travel time	Hour	\$125.00	50	\$ 6,250.00

IFB #2015272 - Exhibit A, Addendum 1

<p>8</p> <p>Cost for disposal of materials for special projects - to be used with line #7. Number of gallons will depend upon the project.</p>	<p>Gallon</p>	<p>\$0.40</p>	<p>1</p>	<p>\$</p>	<p>0.40</p>	
<p>Group II Total</p>					<p>\$</p>	<p>36,650.40</p>

The City will add any applicable sales tax or use tax. Sales/Use taxes should not be included in the bid prices. Vendors who will be charging a Mesa Transaction Privilege Tax (TPT) will have a 1.75% removed from the taxable item(s) for the purpose of award evaluation (1.25)

FOB: Destination, Freight Prepaid and Allowed

Freight Costs: Unit prices should include all Shipping and Transportation Costs

No fuel surcharges will be accepted

Delivery, as stated in Detailed Specifications, can be met.  Yes  No

If no, specify number of days for delivery: \_\_\_\_\_

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?

Yes  No (A "no" answer will not disqualify your bid.)

Will you allow payment of invoices using a Procurement Card?  Yes  No

Discount for Procurement Card Purchases? 0 %

Bidder complies with S.9 "Compliance With Applicable Law"?  Yes  No

**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 addenda issued may result in a response being deemed non-responsive.

**Acknowledgement of Receipt of Addenda (initial for each addenda received, if applicable):**

Addenda #1



Addenda #2



**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
REDDI ROOT'R, INC DBA REDDI SERVICES, INC.**

**EXHIBIT C**  
Scope of Work

**PROJECT**

Vactor services for storm drain cleaning, culvert cleaning, pressure washer separators/vaults, sumps, wet well and drywell cleaning.



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## DETAILED SPECIFICATIONS

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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.** To establish a three (3) year term contract for vector services.
3. **SCOPE OF WORK.** Contractor(s) shall provide storm drain cleaning, storm drain pipe cleaning, culvert cleaning, box culvert cleaning, pressure washer separators/vaults, sumps, wet well, and drywell cleaning and inspections for the City of Mesa (City) Transportation Department and Fleet Services. Services will be on an as needed basis.

Work shall be performed at a variety of locations within City limits. Locations shall also include but are not limited to: privately owned property, commercial property and property owned by other government agencies, all for which permission to enter has been obtained.

Quantities represent the City's best estimate of current requirements. There are no guarantees implied or warranted. Quantities shall not bind the City to accept nor require the City to pay for services exceeding actual needs nor for any items for which funds are not available.

4. **MULTIPLE AWARDS.** It's the City's intent to award to a primary and secondary Contractor for each group. The primary Contractors shall provide storm drain cleaning, storm drain pipe cleaning, culvert cleaning, box culvert cleaning, pressure washer separators/vaults, sumps, wet well, drywell cleaning and inspections per the City's requirements until such time as an authorized City Representative determines that it is in the best interest of the City to demand performance from the secondary Contractor. This decision will be based upon the ability of the primary source to provide acceptable vector services within the City's time requirements and the decision to utilize the secondary Contractor shall be final and conclusive. The City reserves the right to change this award method based on the bids received if deemed in the best interest of the City.

No Contractor shall be guaranteed any minimum or maximum amount of work.

### 5. **VECTOR SERVICES REQUIREMENTS PER GROUP**

#### **Group I – Work Requirements**

A City Representative will contact the Contractor when vector services are required. Services include but are not limited to: vector truck/high velocity jet rodding services or suctions/pumping truck for storm drain cleaning, storm drain pipe cleaning, culvert cleaning, box culvert cleaning, wet well, drywell cleaning and inspection. Contractor shall be able to provide services on an as needed, on call basis. The City will notify Contractor when such services are needed. Contractor shall respond back to City Representative within twenty four (24) hours of notification. City Representative will provide a map, detailed outline of work to be performed, and a notice to proceed.

Contractor shall begin requested services no later than two (2) business days after receiving the notice to proceed, unless otherwise mutually agreed upon by both parties. Work shall be completed within seven (7) days of the project start date.

Contractor shall replace felt and rock when cleaning dry wells, no extra compensation will be paid for this service and shall be included in the unit bid price.

The City will provide dump site locations for the Contractor to deposit silt and debris collected from the job sites. Contractor shall decant all excess fluid into the closest sanitary manhole prior to dumping solids into the City's assigned dump location. In the event the Contractor's Operator creates a mess while dumping solids, Contractor is responsible for cleaning their mess within twenty four (24) hours. Cleaning requirements will be determined by the City Representative.

The City will not pay for downtime if Contractor's vehicle and/or equipment is disabled or broken down while performing work for the City.

The City will not pay travel time to or from the jobsite except to fill water tank, decant to the closest sanitary manhole and empty debris box; price to fill water tank, decant to the closest

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## DETAILED SPECIFICATIONS

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sanitary manhole and empty debris box should be included in the hourly rate listed on the Pricing Sheet (Line Items, 1, 2, 3, 4, and 7).

### **Group II**

Contractor is required to provide suction/pumping services on a variety of pressure washer sumps, sumps, separators, and vaults in multiple locations. The City Representative shall provide the Contractor with a map and required frequency for cleaning services. The Contractor shall remove non-hazardous liquid, high solids, oily water or sludge from oil/water separators, floor drains, sand traps, pits, sumps, trenches, clarifiers, closed drums and underground waste tanks and haul to disposal site. Contractor shall be responsible for disposing waste at a legal disposal site that meets all federal, state, and local laws.

6. **EQUIPMENT.** Contractor's vehicles and equipment shall be neat in appearance and easily identified with Contractor's name on side of vehicle. Contractor's vehicles and equipment shall be maintained in a safe and mechanically sound working condition.

All vehicles and equipment shall display the company's name and phone number. All vehicles must have lighting in accordance with the 2007 City of Phoenix Barricade Manual and the 2007 City of Mesa Supplement to the 2007 City of Phoenix Traffic Barricade Manual.

All trucks and other equipment must be in compliance with all applicable federal, state and local rules and regulations.

Trucks or equipment designated for use under this contract shall not be used for any other work while conducting services for the City. Contractor shall not solicit work from private citizens while performing work for the City.

Contractor shall not permit placing and/or use of equipment in such a manner as to block vehicular traffic lanes or create safety hazards. Contractor shall be responsible for all appropriate warning devices.

The City will not provide storage space for Contractor's vehicles, materials, supplies or equipment.

Vehicles and equipment shall have all necessary tools needed to perform the assigned work.

### **Group I – Equipment Requirements**

All trucks and other equipment shall be equipped with a back-up alarm and rotating flashers, strobe lights or light bar and arrow board.

High pressure hydro jetting/vacuuming truck and equipment (Vactor) shall be 2005 year or newer.

Contractor's equipment shall comply with the following minimum capabilities:

- Minimum 10 cu. Yard box capacity
- Minimum 1500 gal. on board tank capacity
- Minimum 80 GPM at 2000 psi jet rodder water pump capacity

Vactor truck shall be equipped with an Automatic Vehicle Location (AVL) System capable of identifying the routes completed by the truck as well as identifying when a Power Take-Off (PTO) is being operated during the process.

Contractor shall have all hand tools and pipe plugs needed to perform assigned work.

Contractor shall have a large verity of nozzles/heads needed to perform assigned work.

Contractor must have the capability of providing two (2) trucks simultaneously, with adequate crew, in the event the City requires such services.

### **Group II – Equipment Requirements**

## DETAILED SPECIFICATIONS

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Contractor's truck must be high capacity vacuum trucks.

Contractor's trucks must have 3000+ gallon tanks.

Contractor shall have the capability to remove and transport hazardous material.

Contractor's truck must be capable of removing non-hazardous liquid, high solids, oily water or sludge from oil/water separators, floor drains, sand traps, pits, sumps, trenches, clarifiers, closed drums and underground waste tanks.

7. **CONTRACTOR RESPONSIBILITIES.** Contractor shall provide all equipment, materials, supplies and personnel necessary to provide storm drain cleaning, storm drain pipe cleaning, culvert cleaning, box culvert cleaning, pressure washer separators/vaults, sumps, wet well, drywell cleaning and inspection.

Contractor shall be responsible for the following:

- Vactor Services to be in compliance with all federal, state and local laws, regulations, statutes, codes, etc.
- Compliance with all City, state, and Maricopa County dust control requirements, including obtaining permits if required.
- Obtaining all necessary permits, fittings, and water meters that may be required by the City.
- Obtaining and purchasing any water necessary for vactor services. Water is available at fire hydrants throughout the City.

Contractor shall follow all City, County, State, Federal, and Occupational Safety and Health Administration (OSHA) rules and regulations pertaining to work being performed.

Contractor shall notify City Representative daily, prior to 7:00 a.m. of Vactor crew status and daily schedule.

Contractor shall provide City Representative with completed route map and task list prior to invoicing.

8. **PERSONNEL.** Contractor shall provide all management, supervision and labor necessary for efficient and effective management of this contract. Contractor shall designate a supervisor to monitor this contract who is able to communicate with the City's Representative in English to oversee and inspect work performed by Contractor's personnel assigned to this contract. Contractor shall act and work in a professional manner as to not bring undue criticism or embarrassment to the City.

The designated supervisor shall be immediately available during work activities to receive communications from the City of Mesa staff by cellular phone.

Contractor shall utilize only trained, competent employees in the performance of this contract. At the request of the City, Contractor shall remove any incompetent, abusive or disorderly employees, whether supervisory or non-supervisory, from work under this contract.

Safety vests or high visibility clothing that meets ANSI Class II or better must be worn by Contractor employees at all times while working on site.

9. **DELIVERY REQUIREMENTS.** Contractor shall be able to provide services on an as needed, on call basis, as well as pre-scheduled cleanings. Contractor must be able to respond verbally within twenty four (24) hours of notification from City Representative. City Representative will notify Contractor when the City is in need of storm drain cleaning, storm drain pipe cleaning, culvert cleaning, box culvert cleaning, pressure washer separators/vaults, sumps, wet well, drywell cleaning and inspection. Contractor shall begin services no later than two (2) business days after receiving the notice to proceed, unless the start date is mutually agreed upon by the City Representative and Contractor. Work schedule will be Monday through Thursday 6:00 a.m. to 5:00 pm., excluding City of Mesa holidays.

## DETAILED SPECIFICATIONS

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Holiday Schedule. The following is a list of holidays on which contract service will not be performed unless previously approved by the City (except emergency service):

- a. New Year's Day - January 1<sup>st</sup>
- b. Martin Luther King Day – Third Monday in January
- c. President's Day – Third Monday in February
- d. Memorial Day – Last Monday in May
- e. Independence Day – July 4<sup>th</sup>
- f. Labor Day – First Monday in September
- g. Veteran's Day – November 11<sup>th</sup>
- h. Thanksgiving Holiday – Fourth Thursday and following Friday in November
- i. Christmas Day – December 25<sup>th</sup>

10. **WORK AREA.** Contractor shall keep the assigned work area safe for all residents, motorists, and pedestrians during the project. Contractor shall, upon completion of work, leave the public right of way/worksite in a neat and clean condition. No special payment will be made for this item and price shall be included in the unit bid price(s). Contractor shall restore any damaged City property or private property to its original condition as determined by the City.
11. **TRAFFIC CONTROL.** Contractor shall:
- a. Be responsible for all traffic control, including barricades, if necessary. Traffic control shall be included in the bid price(s).
  - b. Ensure protection of work area at all times, unless a City Representative authorizes a waiver.
  - c. Remove all equipment and materials from each site and leave the site clean at the end of each workday and upon completion of each assigned task.

Barricading area for work performed within the public right-of-way shall comply with City of Phoenix Traffic Barricade manual and City of Mesa amendments:

<http://mesaaz.gov/business/barricading-temporary-traffic-control-permits>

Contractor shall be responsible for obtaining a City Temporary Traffic Control (TTC) permit prior to commencing any work if they are to restrict access (partial or complete closures) on public streets, sidewalks, bike lanes, alleys or other public facilities except as noted in the City TTC Rules and Procedures. The permit authorizes restrictions to be in place as specified on the permit, but does not guarantee the requestor exclusive rights to occupy a particular portion of the public right-of-way. Weather, emergencies, incidents, or other projects and special events might require rescheduling of activities. The City will attempt to identify all known potential conflicts so they can be resolved cooperatively among those involved.

Contractor may call 480-644-4TTC (4882) or e-mail [barricade@mesaaz.gov](mailto:barricade@mesaaz.gov) with any questions.

12. **PROTECTION OF THE PUBLIC DAMAGES TO EXISTING STRUCTURES.** Contractor shall note a significant portion of the projects will occur in residential areas. Contractor shall exercise due care to minimize any damages to fences, trees, shrubs, landscaping and general property. Contractor shall exercise caution at all times for the protection of person and property. All fines, penalties and/or repair charges resulting from the Contractor's actions shall be the sole responsibility of Contractor at no additional cost to the City. Contractor shall immediately notify the City Representative of damages. Contractor shall not permit placing or use of equipment in such a manner as to block vehicle traffic lanes or create safety hazards. Contractor shall be responsible for all appropriate warning devices.
13. **INVOICE AND PAYMENT (INVOICE AUTHORIZATION).**
- a. City Representative and Contractor will agree upon work requested and clarify any questions and concerns prior to starting work.
  - b. Contractor shall fax, scan, or hand deliver a list of completed work, including quantities at the end of each work day. City Representative and Contractor will agree on method of

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## DETAILED SPECIFICATIONS

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notification.

- c. A City Representative will inspect the work once completed.
- d. The City will provide the Contractor an invoice authorization every two (2) weeks for satisfactorily work completed.
- e. After invoice authorization is received from the City, Contractor shall submit an invoice to the City Representative for completed work. Contractor's invoice shall reflect the quantities and dollar amount stated on the invoice authorization.
- f. The City Representative will compare the invoice authorization to Contractor invoice and approve payment for authorized work.

14. **METHOD OF INVOICING (CONTRACTOR'S INVOICE).** Contractor shall submit invoices on a regular, consistent basis of not less than fifteen (15) days and no more than thirty (30) days unless otherwise directed by City Representative.

Contractor's invoice shall include the following information:

- a. City of Mesa Contract and Master Agreement numbers (to be provided by City upon contract award)
- b. Line items listed individually by the written description in the contract
- c. Period invoice covers, i.e. "June 1, 2015 through June 15, 2015"
- d. Contract price, extended and totaled
- e. Work area with quantity completed and accepted during this time period
- f. Items grouped by Work Order and subtotaled
- g. Invoice number and date

Mail invoices to: City of Mesa Transportation Department  
PO Box 1466  
Mesa, AZ 85211-1466

15. **INSURANCE REQUIREMENTS.** 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 at all times during the term of this contract, Contractor's Pollution Liability (including Errors & Omissions) insurance for losses caused by pollution conditions that arise from the operations of the Contractor as described in this agreement. The minimum amount shall be \$1 million per occurrence/\$2 million General Aggregate.

- a) The policy shall provide for complete professional service coverage, including coverage for pollution liability that is the result of a breach of professional duties.
- b) The policy shall provide for protection against claims for third-party bodily injury, property damage, or environmental damage caused by pollution conditions resulting from activities for which the Contractor is legally liable.
- c) The policy shall provide for cleanup costs when mandated by governmental entities, when required by law, or as a result of third-party claims.

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

## DETAILED SPECIFICATIONS

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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.

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
REDDI ROOT'R, INC DBA REDDI SERVICES, INC.**

**EXHIBIT D**

**METHOD AND AMOUNT OF COMPENSATION**

Method and amount of compensation are to be rendered per Exhibit B.

**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 \$75,000 annually or \$225,000 for the entire term of the Agreement.

**DETAILED PROJECT COMPENSATION**

See attached Exhibit B for project compensation.



## Legislation Description

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**File #: 15-758, Version: 1**

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**AUTHORIZATION TO ENTER INTO A CONSTRUCTION MANAGER AT RISK AGREEMENT WITH MGC CONTRACTORS, INC., FOR DESIGN PHASE SERVICES FOR IMPROVEMENTS AT THE ARROWHEAD RANCH WATER RECLAMATION FACILITY**

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

**Purpose and Recommended Action**

This is a request for City Council to authorize the Acting City Manager to enter into a Construction Manager at Risk (CMAR) agreement with MGC Contractors, Inc., (MGC) in an amount not to exceed \$3,449,059 for design phase services of the Arrowhead Ranch Water Reclamation Facility (ARWRF) improvements.

**Background**

The ARWRF commenced operations in the mid 1980's. This facility has a capacity of processing 4.5 Million Gallons per Day (MGD) of raw sewage. Currently it treats approximately 3.0 MGD and it is not anticipated to need an expansion to support future flows.

Resilience and reliability of all process equipment are essential for maintaining the rated treatment capacity and assuring compliance with all regulatory limits. Facility process equipment needs periodic assessments and improvements to maintain effective operation. A recent project replaced the aging and inefficient Ultra Violet (UV) Disinfection System, resulting in optimized operations. This project intends to continue necessary improvements.

Currently design services are in progress with Carollo Engineers to provide process equipment assessment and design improvements and modifications to the ARWRF. For this phase, MGC Contractors will provide pre-construction services during the design phase with Carollo Engineers. Their services include: exploratory excavations, independent cost estimating, constructability review, procurement of long lead items, and the development of a construction phasing plan.

**Analysis**

In October of 2014, staff advertised a Request for Qualifications (RFQ,) Project 121337, to provide design assistance and construction services as the CMAR. There were ten respondents and PCL Construction, Inc. (PCL) was selected as the best qualified contractor for the design phase services. Council approved an agreement with PCL for \$3,493,985. Per article 6.81 of the agreement with PCL, the city chose to exercise the right to terminate the contract with PCL without cause, and MGC was selected to replace PCL through a second RFQ process.

This action will authorize the Acting City Manager to enter into a CMAR agreement with MGC and authorize



the expenditure of funds.

Upon completion of the design phase and based on evaluation of results, staff will return to request approval from City Council to proceed with the construction services phase.

**Previous Related Council Action**

On June 23, 2015, Council approved a Professional Services Agreement with PCL Construction, Inc. to provide design phase services for improvements at ARWRF.

On January 28, 2014, Council approved a Professional Services Agreement with Carollo Engineers, to provide design and construction administration services for improvements at ARWRF.

**Community Benefit/Public Involvement**

Maintaining a safe, reliable, and resilient facility ensures compliance with water resources goals and regulatory limits, and enhances public safety and preserves quality of life for Glendale residents.

**Budget and Financial Impacts**

Funding is available in the Water Services Capital Improvement Plan FY2015-16 budget for \$2,899,059. In addition, this action authorizes the transfer and use of the Water Services Contingency Budget in the amount of \$550,000.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$3,449,059</b>	<b>2360-60007-550800, Arrowhead Ranch WRF Improvements</b>

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? Yes

If yes, where will the transfer be taken from? Water Services Contingency Fund.



**CITY OF GLENDALE, ARIZONA  
ENGINEERING DEPARTMENT**

**ARROWHEAD RANCH WATER RECLAMATION FACILITY  
IMPROVEMENTS**

**CONSTRUCTION MANAGER AT RISK  
DESIGN PHASE SERVICES**

**PROJECT NO. 121337**

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**CITY OF GLENDALE  
ARROWHEAD RANCH WATER RECLAMATION FACILITY IMPROVEMENTS  
CONSTRUCTION MANAGER AT RISK  
DESIGN PHASE SERVICES  
PROJECT NO. 121337**

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ by and between City of Glendale, an Arizona municipal corporation, hereinafter designated the "CITY" and MGC Contractors, Inc., hereinafter designated "CONSTRUCTION MANAGER AT RISK" or "CM@Risk".

**RECITALS**

- A. The City Manager of Glendale, Arizona, is authorized and empowered by provision of the City charter to execute contracts for professional services and construction services.
- B. The City intends to construct the (Project Name), as described in Exhibit A attached, hereinafter referred to as the "Project".
- C. To undertake the design of said Project the City has entered into a contract with (Firm Name) hereinafter referred to as the "Design Professional".
- D. The City intends to enter into a contract with the CM@Risk for the design phase services identified in this contract. At the end of the design phase, at the City's discretion, the City may enter into a separate construction contract with the CM@Risk for construction phase services.

**AGREEMENT**

NOW THEREFORE, for and in consideration of the mutual covenants and considerations hereinafter contained, it is agreed by and between the City and the CM@Risk as follows:

**ARTICLE 1 – TERMS AND DEFINITIONS**

Addenda – Written or graphic instruments issued prior to the submittal of the GMP Proposal(s), which clarify, correct or change the GMP Proposal(s) requirements.

Agreement ("Contract") – This written document signed by the City and CM@Risk covering the design phase of the Project, and including other documents itemized and referenced in or attached to and made part of this Agreement.

Alternate Systems Evaluations – Alternatives for design, means and methods or other scope considerations that are evaluated using value engineering principles and have the potential to reduce construction costs while still delivering a quality and functional Project that meets City requirements.

Change Order – A document signed by the CM@Risk and the City that authorizes an addition, deletion or revision in the scope of services or Deliverables, or an adjustment in the Contract Amount or the period of services, or use of Owner Contingency, and is issued on or after the Effective Date of this Agreement.

City ("Owner" or "OWNER") – The City of Glendale, a public body or authority and Municipal Corporation, with whom CM@Risk has entered into this Contract and for whom the services are to be provided pursuant to said Contract.

CM@Risk ("CONSTRUCTION MANAGER AT RISK" OR "CONTRACTOR") – The person, firm, corporation or other approved legal entity with whom the City has entered into this Agreement.

**Contingency, Contractor's** – An agreed upon amount, either lump sum or a percentage of the Cost of the Work, that is included in the GMP and to be used by the CM@Risk in accordance with the General Provisions in the construction contract. Generally, Contractor's Contingency recognizes that the Drawings and Specifications may still be less than 100% complete after the City's final acceptance of GMP.

**Contingency, Owner's** – The Owner may, at its discretion, order changes in the scope of the Project. The Owner's Contingency is an amount to cover changes initiated by the Owner, which may be incorporated into the GMP as an allowance at the Owner's discretion.

**Construction Documents** – The plans, specifications, and drawings prepared by the design professional after correcting for permit review requirements.

**Construction Fee** – The CM@Risk's administrative costs, home office overhead, and profit, whether at the CM@Risk's principal or branch offices. This includes the administrative costs and home office costs and any limitations or exclusions that may be included in the General Conditions for the construction phase.

**Contract Documents** – This Agreement, exhibits, attachments, the Notice to Proceed for design phase services, all Written Amendments and Changer Orders to this Contract and any other documents of designated in this Agreement.

**Contract Amount** – The final approved not-to-exceed budget for this Contract as identified in paragraph 4.1.

**Contract Time(s)** – The number of days or the dates related to the construction phase that as stated in Construction Documents applies to achievement of Substantial Completion and/or completion of the construction Work so that it is ready for final payment.

**Day** – Calendar day(s) unless otherwise specifically noted in the Contract Documents.

**Deliverables** – The work products prepared by the CM@Risk in performing the scope of work described in this Agreement. Some of the major deliverables to be prepared and provided by the CM@Risk during the design phase may include but are limited to: Construction Management Plan, Project Schedule, Schedule of Values, alternative system evaluations, procurement strategies and plans, cost estimates, construction market surveys, cash flow projections, GMP Proposals, Subcontractor procurement plan, Subcontractor agreements, Subcontractor bid packages, Supplier agreements, and others as indicated in this Agreement or required by the Project Team.

**Drawings (Plans)** – Documents, which visually represent the scope, extent and character of the Work to be furnished and performed by the CM@Risk during the construction phase and which have been prepared or approved by the Design Professional and the City. Includes drawings that have reached a sufficient state of completion and released by the Design Professional solely for the purposes of review and/or use in performing constructability and biddability reviews and in preparing cost estimates (e.g. conceptual design Drawings, preliminary design Drawings, detailed design Drawings at 30%, 60%, 90% or 100%) but *"not for construction"*. Shop drawings are not Drawings as so defined.

**Effective Date of this Agreement** – The date specified in this Agreement on which the Agreement becomes effective, but if no such date is so specified, the date on which the last of the two parties to sign this agreement delivers it to the other party.

**Design Professional** – The qualified, licensed person, firm or corporation who furnishes design services required under the Contract Documents.

**General Condition Costs** – Includes, but is not limited to the following types of costs for the CM@Risk during the construction phase: payroll costs for project manager or construction manager but not both for Work conducted at the site, payroll costs for the superintendent and full-time general foremen, payroll costs for management personnel resident and working on the site, workers not included as direct labor costs engaged in support (e.g. loading/unloading, clean-up, etc.), costs of offices and temporary facilities including office

materials, office supplies, office equipment, minor expenses, utilities, fuel, sanitary facilities and telephone services at the site, costs of liability insurance premiums not included in labor burdens for direct labor costs, costs of bond premiums, costs of consultants not in direct employ of the CM@Risk or Subcontractors, taxes on the work and for which the CM@Risk is liable, fees for permits and licenses. Certain limitation and exclusions are described in the General Conditions for the construction phase.

**GMP Plans and Specification** – The three sets of plans and specifications provided pursuant to paragraph 2.7.3 upon which the Guaranteed Maximum Price Proposal is based.

**Guaranteed Maximum Price (GMP) Proposal** – The offer or proposal of the CM@Risk submitted on the prescribed form setting forth the GMP prices for the entire Work or portions of the Work to be performed during the construction phase. The GMP Proposal(s) are to be developed pursuant to Article 2 of this Agreement.

**Laws and Regulations: Laws or Regulations** – Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

**Notice to Proceed** – A written notice given by the City to the CM@Risk fixing the date on which the CM@Risk will start to perform the CM@Risk's obligations under this agreement.

**Progress Payment Application** – The form that is accepted by the City and used by the CM@Risk in requesting progress payments or final payment on which will include such supporting documentation as is required by the Contract Documents and or the City.

**Project** – The scope of work as described in the Recital above and Exhibit "A" attached.

**Project Team** – Design phase services team consisting of the Design Professional, CM@Risk, Glendale Engineering Department Project Manager, City's Client Department's representatives and other stakeholders who are responsible for making decisions regarding the Project.

**Samples** – Physical examples of materials, equipment, or workmanship representative of a part of the construction phase Work and which establish the standards by which that portion of the construction phase Work will be evaluated.

**Shop Drawings** – All drawings, diagrams, illustrations, schedules and other data or information specifically prepared or assembled by or for the CM@Risk and submitted by the CM@Risk to illustrate some portion of the Work.

**Specifications** – The part(s) of the Contract Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

**Subcontractor** – An individual, firm or corporation having a direct contract with the CM@Risk or any other individual, firm or corporation having a contract with the aforesaid contractors at any tier, who undertakes to perform a part of the design phase services or construction phase Work at the site for which the CM@Risk is responsible. Subcontractors will be selected through the Subcontractor bid process described in paragraph 2.8 of this agreement.

**Subconsultant** – A person, firm or corporation having a contract with CM@Risk to furnish services required as its independent professional associated or consultant with respect to the Project.

**Substantial Completion** – When the Work, or when an agreed upon portion of the Work, is sufficiently complete so that the City can occupy and use the Project or a portion thereof of its intended purposes. This may include, but is not limited to: (a) approval by City Fire Marshall and local authorities (Certificate of Occupancy); (B) elevator permit; (c) all systems in place, functional, and displayed to the City or its representative; (d) all materials and equipment installed; (e) all systems reviewed and accepted by the City; (f) draft O&M manuals and record documents reviewed and accepted by the City; (g) City operation and maintenance training

completed; (h) HVAC test and balance completed [provide minimum 30 days prior to projected substantial completion]; (i) landscaping and site work; and (j) final cleaning.

**Supplier** – A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with CM@Risk or with any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by CM@Risk or any Subcontractor.

**Total Float** – Number of Days by which the design phase services on construction phase Work or any part of the same may be delayed without necessarily extending a pertinent schedule milestone in the Project Schedule.

**Work** – The entire completed construction or the various separately identifiable parts thereof, required to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.

**Written Amendment** – A written modification to the Contract Documents, signed by the City and CM@Risk on or after the Effective Date of this Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

## ARTICLE 2 – BASIC DESIGN PHASE SERVICES

### 2.1 GENERAL

- 2.1.1 The CM@Risk, to further the interests of the City, will perform the services required by, and in accordance with this Contract, to the Satisfaction of the City Engineer, exercising the degree of care, skill and judgment a professional construction manager performing similar services in Glendale, Arizona would exercise at such time, under similar conditions. The CM@Risk will, at all times, perform the required services consistent with sound and generally accepted construction management and construction contracting practices. The services provided under this Agreement will not alter any real property owned by the City.
- 2.1.2 **Program Evaluation:** As a participating member of the Project Team, the CM@Risk will provide to the City and Design Professional a written evaluation of the City's Project Program and Project Budget, each in terms of the other, with recommendations as to the appropriateness of each.
- 2.1.3 **Project Meetings:** The CM@Risk will attend Project Team meetings which may include, but are not limited to, monthly Project management meetings, Project workshops, special Project meetings, Contract Documents rolling reviews and partnering sessions.
- 2.1.4 The CM@Risk will provide design phase services, described herein, in a proactive manner and consistent with the intent of the most current Drawings and Specifications. The CM@Risk will promptly notify the City in writing whenever the CM@Risk determines that any Drawings or Specifications are inappropriate for the Project and/or cause changes in the Scope of Work requiring an adjustment in the cost estimate, Project Schedule, GMP Proposal and/or in the Contract Time for the Work, to the extent such are established.
- 2.1.5 The CM@Risk, when requested by the City, will attend, make presentations and participate as may be appropriate in public agency and or community meetings, germane to the Project. The CM@Risk will provide drawings, schedule diagrams, budget charts and other materials describing the Project, when their use is required or apropos in any such public agency meetings.

### 2.2 CONSTRUCTION MANAGEMENT PLAN

- 2.2.1 The CM@Risk will prepare a Construction Management Plan (CMP), which will detail but not necessarily be limited to the CM@Risk's determinations concerning: (a) Project milestone dates and the Project Schedule, including the broad sequencing of the design and construction of the Project, (b)



investigations, if any, to be undertaken to ascertain subsurface conditions and physical conditions of existing surface and subsurface facilities and underground utilities, (c) alternate strategies for fast tracking and/or phasing the construction, (d) the number of separate subagreements to be awarded to Subcontractors and Suppliers for the Project construction, (e) permitting strategy, (f) safety and training programs, (g) construction quality control, (h) a commissioning program, (i) the cost estimate and basis of the model, and (j) a matrix summarizing each Project Team member's responsibilities and roles.

**2.2.2** The CM@Risk will add detail to its previous version of the CMP to keep it current throughout the design phase, so that the CMP is ready for implementation at the start of the construction phase. The update/revisions may take into account (a) revisions in Drawings and Specifications; (b) the CM@Risk's examination of the results of any additional investigatory reports of subsurface conditions, drawings of physical conditions of existing surface and subsurface facilities and documents depicting underground utilities placement and physical condition, whether obtained by the City, Design Professional or the CM@Risk, (c) unresolved permitting issues, and significant issues, if any, pertaining to the acquisition of land and right of way, (d) the fast-tracking if any of the construction, or other chosen construction delivery methods, (e) a requisite number of separate bidding documents to be advertised, (f) the statues of the procurement of long-lead time equipment (if any) and/or materials, and (g) funding issues identified by the City.

## **2.3 PROJECT SCHEDULE**

**2.3.1** The fundamental purpose of the "Project Schedule" is to identify, coordinate and record the tasks and activities to be performed by all the Project Team members and then for the Project Team to utilized the Deliverable as a basis for managing and monitoring all member's compliance with the schedule requirements of the Project. Each Project Team member is responsible for its compliance with the Project Schedule requirements. The CM@Risk will, however, develop and maintain the "Project Schedule" on behalf of and to be used by the Project Team based on input from the other Project Team members. The Project Schedule will be consistent with the most revised/updated CMP. The Project Schedule will use the Critical Path Method (CPM) technique, unless required otherwise, in writing by the City. The CM@Risk will use scheduling software to develop the Project Schedule that is acceptable by the City. The Project Schedule shall be presented in graphical and tabular reports as agreed upon by the Project Team. If Project phasing as described below is required, the Project Schedule will indicated milestone dates for phases once determined. The Project Schedule's activities will directly correlate with the Schedule of Values specified in paragraph 2.6.

**2.3.2** The CM@Risk will include and integrate in the Project Schedule the services and activities required of the City, Design Professional and CM@Risk including all construction phase activities. The Project Schedule will detail activities to the extent required to show (a) the coordination between conceptual design and various design phase documents, (b) separate long-lead procurements, if any, (c) permitting issues, (d) land and right-of-way acquisition, if any, (e) bid packaging strategy and awards to Subcontractors and Suppliers, (f) major stages of construction, (g) start-up and commissioning, and (h) occupancy of the completed Work by the City. The Project Schedule will include by example and not limitation, proposed activity sequences and durations for design, Project Team, preparation and procession of shop drawings and samples, delivery of materials or equipment requiring long-lead time procurement (if any), milestone dates for various construction phases, total float for all activities, relationships between activities, City's occupancy requirements showing portions of the Project having occupancy priority, and proposed dates for Substantial Completion and when the Work would be ready for final acceptance.

**2.3.3** The Project Schedule will be updated and maintained by the CM@Risk throughout the design phase such that it will not require major changes at the start of the construction phase to incorporate the CM@Risk's plan for the performance of the construction phase Work. The CM@Risk will provide updates and/or revisions to the Project Schedule for use by the Project Team, whenever required, but not less often than at the monthly Project Team meetings. The CM@Risk will include with such submittals a narrative describing its analysis of the progress achieved to-date vs. the planned, any concerns regarding delays or potential delays, and any recommendations regarding mitigating actions.

**2.3.4 Project Phasing:** If phased construction is deemed appropriate and the City and Design Professional approve, the CM@Risk will review the design and make recommendations regarding the phased issuance of Construction Documents to facilitate phased construction of the Work, with the objective of reducing the Project Schedule and/or Cost of the Work. The CM@Risk will take into consideration such factors as natural and practical lines of work severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, labor and materials availability, and any other factors pertinent to saving time and cost.

## **2.4 DESIGN DOCUMENT REVIEWS**

**2.4.1** The CM@Risk will evaluate periodically the availability of labor, materials/equipment, building systems, cost-sensitive aspects of the design; and other factors that may impact the cost estimate, GMP Proposals and/or the Project Schedule.

**2.4.2** The CM@Risk will identify, in conjunction with the Project Team, those additional surface and subsurface investigations that are required to provide the necessary information for the CM@Risk to construct the Project. After completion of design phase services, the CM@Risk may provide additional investigation to improve the adequacy and completeness of the site condition information and data made available with the Construction Documents. The CM@Risk may be responsible for the time and cost required to obtain such additional investigations, except if otherwise provided by specific Additional Services.

**2.4.3** The CM@Risk will meet with the Project Team as required to review designs during their development. The CM@Risk will thoroughly familiarize itself with the evolving documents through the various design phases. The CM@Risk will proactively advise the Project Team and make recommendations on factors related to construction costs, and concerns pertaining to the feasibility and practicality of any proposed means and methods, selected materials, equipment and building systems, and labor and material availability. The CM@Risk will furthermore advise the Project Team of proposed site improvements, excavation and foundation considerations, as well as, concerns that exist with respect to coordination of the Drawings and Specifications. The CM@Risk will recommend cost effective alternatives.

**2.4.4** The CM@Risk will routinely conduct constructability and biddability reviews of the Drawings and Specifications as necessary to satisfy the needs of the Project Team. The reviews will attempt to identify all discrepancies and inconsistencies in the Construction Documents especially those related to clarity, consistency, and coordination of Work of Subcontractors and Suppliers.

**2.4.4.1 Constructability Reviews:** The CM@Risk will evaluate whether (a) the Drawings and Specifications are configured to enable efficient construction, (b) design elements are standardized, (c) construction efficiency is properly considered in the Drawings and Specifications, (d) module/preassembly design are prepared to facilitate fabrication, transport and installation, (e) the design promotes accessibility of personnel, material and equipment and facilitates construction under adverse weather conditions, (f) sequences of Work required by or inferable from the Drawings and Specifications are practicable, and (g) the design has taken into consideration, efficiency issues concerning; access and entrance to the site, laydown and storage of materials, staging of site facilities, construction parking, and other similar pertinent issues.

**2.4.4.2 Biddability Reviews:** The CM@Risk will check cross-references and complementary Drawings and sections within the Specifications, and in general evaluate whether (a) the Drawings and Specifications are sufficiently clear and detailed to minimize ambiguity and to reduce scope interpretation discrepancies, (b) named materials and equipment are commercially available and are performing well or otherwise, in similar installations, (c) the design provides as-built data, (d) Specifications included alternatives in the event a requirement cannot be met in the field, (e) and the Project is likely to be subject to differing site conditions considering the data on subsurface conditions, physical conditions of existing surface and subsurface facilities and physical conditions of underground utilities made available by the design or resulting from conditions inherent to work similar to the Work.

- 2.4.4.3 The results of the reviews will be provided to the City in formal, written reports clearly identifying all discovered discrepancies and inconsistencies in the Drawings and Specifications with notations and recommendations made on the Drawings, Specifications and other documents. If requested by the City, the CM@Risk will meet with the City and Design Professional to discuss and review reports.
- 2.4.4.4 The CM@Risk's reviews will be from a contractor's perspective, and though it will serve to reduce the numbers of Requests for Information (RFIs) and changes during the construction phase, responsibility for the Drawings and Specifications will remain with the Design Professional and not the CM@Risk.
- 2.4.5 Notification of Variance or Deficiency: It is the CM@Risk responsibility to assist the Design Professional in ascertaining the Construction Documents are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. If the CM@Risk recognizes that portions of the Construction Documents are at variance with applicable laws, statutes, ordinances, building codes, rules and regulations it will promptly notify the Design Professional and City in writing, describing the apparent variance or deficiency.
- 2.4.6 Alternate Systems Evaluations: The Project Team will routinely identify and evaluate using value engineering principles any alternate systems, approaches, design changes that have the potential to reduce Project costs while still delivering a quality and functional product. If the Project Team agrees, the CM@Risk in cooperation with the Design Professional will perform a cost/benefit analysis of the alternative and submit such in writing to the Project Team. The Project Team will decide which alternatives will be incorporated into the Project. The Design Professional will have full responsibility for the incorporation of the alternatives into the Drawings and Specifications. The CM@Risk will include the cost of the alternatives into the cost estimate and any GMP proposals.

**2.5 THIS SECTION NOT USED**

**2.6 COST ESTIMATES**

- 2.6.1 Within 14 days after receipt of the documents for the various phases of design, the CM@Risk shall provide a detailed cost estimate and a written review of the documents. The Design Professional and CM@Risk shall reconcile any disagreements on the estimate to arrive at an agreed cost. If no consensus is reached; the City will make the final determination.
- 2.6.2 If any estimate submitted to the City exceeds previously accepted estimates or the City's Project Budget, the CM@Risk shall make appropriate recommendations on methods and materials to the City and Design Professional that he believes will bring the project back into the Project budget.
- 2.6.3 In between these milestone estimates, the CM@Risk shall periodically provide a tracking report which identifies the upward or downward movements of costs due to value engineering or scope changes. It shall be the responsibility of the CM@Risk to keep the City and Design Professional informed as to the major trend changes in costs relative to the City's budget.
- 2.6.4 If requested by the City, the CM@Risk shall prepare a preliminary "cash flow" projection based upon historical resources of similar type projects to assist the City in the financing process.

**2.7 GUARANTEED MAXIMUM PRICE (GMP) PROPOSALS**

- 2.7.1 The proposed GMP for the entire Work (or portions thereof) will be presented in a format acceptable to the City. The City may request a GMP Proposal for all or any portion of the Project and at any time during the design phase. Any GMP Proposal submitted by the CM@Risk will be based on and consistent with the current update/revised cost estimate at the time of the request, the associated estimates for construction costs and include any clarifications or assumptions upon which the GMP Proposal(s) are based.
- 2.7.2 GMP Proposals for the entire Project will be the sum of the maximum Cost of the Work, and include the CM@Risk's Construction Fee, General Conditions Fee, and Contractor's Contingency. The CM@Risk

guarantees to complete the Project at or less than the final approved GMP Proposal Amount (i.e. the Contract Amount for the construction phase contract) and agrees that it will be solely responsible for any difference between the actual Cost of Work and that amount.

**2.7.3** The CM@Risk, in preparing any GMP Proposal, will obtain from the Design Professional, three sets of signed, sealed, and dated plans and specifications (including all addenda). The CM@Risk will prepare its GMP Proposal in accordance with the City's request for GMP Proposal requirements based on the most current completed plans and specifications at that time. The CM@Risk will mark the face of each document of each set upon which its proposed GMP is based. The CM@Risk will send one set of those documents to the City's Project Manager, keep one set and return the third set to the Design Professional.

**2.7.4** An updated/revised Project Schedule will be included with any GMP Proposal(s) that reflects the scope of Work shown in the current set of design documents upon which the GMP Proposal(s) is based. Any such Project Schedule updates/revisions will continue to comply with the requirements of paragraph 2.3.

**2.7.5** In the event the CM@Risk elects, at its sole discretion, to maintain a Contractor's Contingency allowance within the GMP, the criteria for development of that allowance must be acceptable to the City. In addition, the terms and conditions regarding use of that allowance during the construction phase will be established by the City and reflected in the contract for that phase of the Project.

**2.7.6** If the construction contract is negotiated as a not-to-exceed amount, all GMP savings resulting from a lower actual project cost than anticipated by the CM@Risk, will revert to the City.

#### **2.7.7 GMP PROPOSAL(S) REVIEW AND APPROVAL**

**2.7.7.1** The CM@Risk will meet with the City and Design Professional to review any GMP Proposal(s) and the written statement of its basis. In the event the City or Design Professional discovers inconsistencies or inaccuracies in the information presented the CM@Risk will make adjustments as necessary to the GMP Proposal, its basis or both.

**2.7.7.2** The City, upon receipt of any GMP proposal from the CM@Risk, may submit the same documents that were used by the CM@Risk in developing his GMP to an independent third party or to the Design Professional for review and verification. The third party or Design Professional will develop an independent estimate of the Cost of Work and review the Project Schedule for the associated scope of the GMP Proposal.

**2.7.7.3** If the CM@Risk GMP Proposal is greater than the independent third party or Design Professional's estimate, the City may require the CM@Risk to reconfirm its GMP Proposal. The CM@Risk will accept the independent third party's or Design Professional's estimate for the Cost of Work as part of his GMP or present a report within seven days of a written request to the City identifying, explaining and substantiating the differences. The CM@Risk may be requested or at its own discretion submit a revised GMP Proposal for consideration to the City. At that time the City may do one of the following.

- (a) Accept the CM@Risk original or revised GMP Proposal, if within the City's budget, without comment.
- (b) Accept the CM@Risk original or revised GMP Proposal that exceeds the City's budget, and indicate in writing to the CM@Risk that the Project Budget has been increased to fund the differences.
- (c) Reject the CM@Risk's original or revised GMP Proposal because it exceeds the City's budget, the independent third party's or Design Professional's estimate, in which event, the City may terminate this Contract and/or elect to not enter into a separate contract with the CM@Risk for the construction phase associated with the scope of Work reflected in the GMP Proposal.

**2.7.7.4** If during the review and negotiation of GMP Proposals design changes are required, the City will authorize and cause the Design Professional to revise the Construction Documents to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the final approved GMP Proposal. Such revised Construction Documents will be furnished to the CM@Risk. The CM@Risk will promptly notify the Design Professional and City if any such revised Construction Documents are inconsistent and with the agreed-upon assumptions and clarifications.

## **2.8 SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS**

**2.8.1** There are two ways to select subcontractors and major suppliers (hereinafter referred to as Subcontractors) prior to submission of a GMP. They are qualifications-based selection and competitive bid.

**2.8.2** Selection by qualifications only – The City may approve the selection of a Subcontractor(s) based only on their qualifications when the City agrees that it is in the best interest of the Project.

**2.8.2.1** Qualification based selection of a Subcontract(s) should only occur prior to the submittal of the GMP Proposal.

**2.8.2.2** The CM@Risk will prepare a Subcontractor selection plan and submit the plan to the City for approval. The CM@Risk shall apply the plan in the evaluation of the qualification of a Subcontractor(s) and provide the City with its review and recommendation.

**2.8.2.3** The CM@Risk must receive City approval of the selected Subcontractor(s).

**2.8.2.4** The CM@Risk will negotiate costs for services/supplies from each Subcontractor selected under this method.

**2.8.3** Selection by competitive bid and qualifications – All work shall be competitively bid unless a Subcontractor was selected pursuant to Division 2.8.2 above. Competitive bids may occur prior to or after the GMP Proposal(s).

**2.8.3.1** The CM@Risk will develop Subcontractor interest, submit the names of a minimum of three qualified Subcontractors for each trade in the Project for approval by the City and solicit bids from various Work categories. If there are not three qualified Subcontractors available for a specific trade or there are extenuating circumstances warranting such, the CM@Risk may request approval by the City to submit less than three names. Without prior written approval by the City, no change in the City-approved Subcontractors will be allowed.

**2.8.3.2** If the City objects to any nominated Subcontractor or to any self-performed Work for good reason, the CM@Risk will nominate a substitute Subcontractor.

**2.8.3.3** The CM@Risk will distribute Drawings and Specifications, and when appropriate, conduct a prebid conference with prospective Subcontractors.

**2.8.3.4** If the CM@Risk desires to self-perform the certain portions of the Work, it will request to be one of the approved Subcontractor bidders for those specific bid packages. The CM@Risk's bid will be evaluated in accordance with the process identified below. If events warrant and the City concurs that in order to insure compliance with the Project Schedule and/or cost, the CM@Risk may self perform Work without bidding or re-bidding the Work.

**2.8.3.5** The CM@Risk shall receive, open, record and evaluate the bids. The apparent low bidders will be interviewed to determine the responsiveness of their proposals. In evaluating the responsiveness of bid proposals the CM@Risk, in addition to bid price, may consider the following factors; past performance on similar projects, qualifications, and experience of personnel assigned, quality management plan, approach or understanding of the work to be performed, and performance schedule to complete the work. The final evaluation of subcontractor bids will be done with the City Representative in attendance

to observe and witness the process. The CM@Risk will resolve any Subcontractor bid withdrawal, protest or disqualification in connection with the award at no increase in the Cost of the Work.

- 2.8.3.6 Within fifteen days after Subcontractor bid opening, the CM@Risk will prepare a list of recommended Subcontractors for each category of work, for the City's review and approval. The list will detail (a) for each subagreement, the amount of the Subcontractor bid and the corresponding Subcontractor, (b) the sum of Subcontractor bids received for all intended subagreements, (c) trade work and its cost that the CM@Risk intends to self-perform, if any.
- 2.8.4 Upon City approval of all Subcontractors, the CM@Risk shall submit a summary report to the City of the selection process. The report will indicate the Subcontractors contacted to determine interest, the Subcontractors solicited, the bids received/costs negotiated, and the recommended Subcontractors for each category of work.
- 2.8.5 The approved Subcontractors will provide a schedule of values with their bid proposals, which will be used to create the overall project schedule of values.
- 2.8.6 If after receipt of Sub-Bids or after award of Subcontractors, the City objects to any nominated Subcontractor or to any self-performed Work for good reason, the CM@Risk will nominate a substitute Subcontractor or Supplier, preferably if such option is still available, for those who submitted Subcontractor bids for the Work affected. Once such substitute Subcontractors and Suppliers are consented to by the City the CM@Risk's proposed GMP for the work or portion thereof will be correspondingly adjusted to reflect any higher or lower costs from any such substitution.
- 2.8.7 Promptly after receipt of the Notice of Intent to Award, the City will conduct a pre-award conference with the CM@Risk and other Project Team members. At the pre-award conference the CM@Risk will (a) review the nominated slate of Subcontractors and Suppliers and discuss any concerns with or objections that the City has to any nominated Subcontractor or Supplier; (b) discuss City concerns relating to any proposed self-performed Work; (c) review the CM@Risk's-proposed Contract Price for the work during the construction phase; (d) discuss the conditions, if any, under which the City will agree to leave any portion of the remaining Contractor's Contingency within the Contract Price for the construction phase Work; (e) resolve possible time frames for the Date of Commencement of the Contract time for the construction phase of the Work, (f) schedule the pre-construction conference; and (g) discuss other matters of import.

### ARTICLE 3 – PERIOD OF SERVICES

- 3.1 The design phase services described in this Contract will be performed by the CM@Risk in accordance with the most current updated/revised Project Schedule. Failure on the part of the CM@Risk to adhere to the Project Schedule requirements for activities for which it is responsible will be sufficient grounds for termination of the Contract by the City.
- 3.2 If the date of performance of any obligation or the last day of any time period provided for herein should fall on a Saturday, Sunday, or holiday for the City, then said obligation will be due and owing, and said time period will expire, on the first day thereafter which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth herein, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Arizona time) on the day of performance.

### ARTICLE 4 – CONTRACT AMOUNT AND PAYMENTS

#### 4.1 CONTRACT AMOUNT

- 4.1.1 Based on the design phase services fee proposal submitted by the CM@Risk and accepted by the City (which by reference is made a part of this Contract): the City will pay the CM@Risk a fee not to exceed \$3,449,059 dollars as follows:

For the basic services described in Article 2, the CM@Risk

shall receive a fee not to exceed: \$231,276

Additional Services and allowances, as described in subsection 4.3:

(SERVICES) \$3,217,783

Total Contract Amount, not to exceed \$3,449,059

## 4.2 PAYMENTS

4.2.1 Requests for monthly payments by the CM@Risk for design phase services will be submitted on the City's "Progress Payment Request" form and will be accompanied by a progress report, detailed invoices and receipts, if applicable. Any requests for payment will include, as a minimum, a narrative description of tasks accomplished during the billing period, a listing of any Deliverables submitted, and copies of any Subconsultants' requests for payment, plus similar narrative and listings of Deliverables associated with their Work. Payment for services negotiated as a lump sum shall be made in accordance with the percentage of work completed during the preceding month. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on that service in the preceding month.

4.2.2 The fees for the CM@Risk and any Subconsultants will be based upon the hourly rate schedule included as Exhibit B attached.

4.2.3 The CM@Risk will pay all sums due Subconsultants for services and reimbursable expenses within 14 calendar days after the CM@Risk has received payment for those services from the City. In no event will the City pay more than 90 percent of the Contract Amount until final acceptance of all the design phase services, and award of the final approved GMP for the entire Project by City Council.

4.2.4 The CM@Risk agrees that no charges or claims for costs or damages of any type will be made by it for any delays or hindrances beyond the reasonable control of the City during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, will be solely compensated for by an extension of time for such reasonable period as may be mutually agreed between the parties. It is understood and agreed, however, that permitting the CM@Risk to proceed to complete any services, in whole or in part after the date to which the time of completion may be extended, will in no way act as a waiver on the part of the City of any of its legal rights herein.

4.2.5 No compensation to the CM@Risk will be allowed contrary to Article I, Chapter I, Title 34 of the Arizona Revised Statutes.

4.2.6 If any service(s) executed by the CM@Risk is abandoned or suspended in whole or in part, for a period of more than 180 days through no fault of the CM@Risk, the CM@Risk is to be paid for the services performed prior to the abandonment or suspension.

## 4.3 ADDITIONAL DESIGN PHASE SERVICES

4.3.1 The following Additional Services will be required for the successful completion of the Project. Mark-ups are not authorized and only the reimbursables specifically identified below will be reimbursed as authorized herein:

4.3.1.1 If not available within the CM@Risk's staff, CM@Risk will secure services of a qualified individual or firm to provide design plan and specifications review as required. The CM@Risk will forward invoices from the individual or firm to the City for payment of costs. The cost of such services will not exceed \$0 without further written approval of the City.

4.3.1.2 If approved by the City, CM@Risk will secure the services of a qualified cost estimating person or firm to provide cost estimating services required under this agreement. The CM@Risk will forward copies

of the invoices from the cost estimator to the City with the CM@Risk's payment request. The cost for such services will not exceed \$0 without further approval of the City.

4.3.1.3 If approved by the City, the CM@Risk will provide services related to evaluations of and recommendations for long-lead time procurements in order to meet the Project Schedule requirements. The cost for such services will not exceed \$0 without further approval of the City.

4.3.1.4 When authorized by the City, the CM@Risk will be entitled to reimbursement at cost of design phase services related expenses incurred for the following items:

- (a) Reasonable charges for air transportation (not to exceed standard coach rates), ground travel (for automobile rental, taxi, parking, etc; not to exceed \$50 per day), and authorized expenses while traveling (not to exceed the corporate rate at major business hotels in the area and a per diem for meal and miscellaneous business expense of \$45) shall be reimbursable. The CM@Risk shall provide detailed receipts for all reimbursable charges. Travel expenses shall not exceed \$3,000 without further approval by the City.
- (b) Long-distance telephone and long-distance facsimile costs incurred on behalf of the Project will be reimbursed. These costs will not exceed \$0 without further approval of the City.
- (c) Non-overhead printing expenses incurred including the printing of Construction Documents for bidding, courier services or other Project-related services that may be requested by the City. The cost of such service will not exceed \$2,500 without further approval by the City.
- (d) Bid Package No. 1 Process Equipment Procurement Allowance for the following systems: 1. Odor Control, 2. Disk Filter, 3. Slide Gates, 4. Associated Electrical, Instrumentation and Controls components for items 1 thru 3, 5. Miscellaneous Early Need Materials. These procurement costs will not exceed \$3,043,402 without further approval of the City.
- (e) Site investigative potholing and dewatering of the Arrowhead Ranch Water Reclamation Facility. The CM@Risk shall provide detailed receipts for all reimbursable charges. These costs will not exceed \$25,000 without further approval of the City.
- (f) Off-site Fiber Optic ductbank. These costs will not exceed \$68,881 without further approval of the City.
- (g) Owner Allowance for additional CMAR design phase services as authorized by the City. These costs will not exceed \$75,000 without further approval of the City.

## **ARTICLE 5 – CITY'S RESPONSIBILITIES**

5.1 The City, at no cost to the CM@Risk, will furnish the following information:

5.1.1 One copy of data the City determines pertinent to the work. However, the CM@Risk will be responsible for searching the records and requesting information it deems reasonably required for the Project.

5.1.2 All available data and information pertaining to relevant policies, standards, criteria, studies, etc.

5.1.3 The name of the City employee or City's representative who will serve as Project Manager during the term of this Agreement. The Project Manager has the authority to administer this Contract and will monitor the CM@Risk's compliance with all terms and conditions stated herein. All requests for information from or decisions by the city on any aspect of the work or Deliverables will be directed to the Project Manager.

5.2 The City additionally will:



- 5.2.1 Contract separately with one or more design professionals to provide architectural and/or engineering design services for the Project. The scope of services for the Design Professional will be provided to the CM@Risk for its information. The CM@Risk will have no right, to limit or restrict any changes of such services that are otherwise mutually acceptable to the City and Design Professional.
- 5.2.2 Supply, without charge, all necessary copies of programs, reports, drawings, and specifications reasonably required by the CM@Risk except for those copies whose cost has been reimbursed by the City.
- 5.2.3 Provide the CM@Risk with adequate information in its possession or control regarding the City's requirements for the Project.
- 5.2.4 Give prompt written notice to the CM@Risk when the City becomes aware of any default or defect in the Project or non-conformance with the Drawings and Specifications.
- 5.2.5 Notify the CM@Risk of changes affecting the budget allocations.
- 5.3 The City's Project Manager, will have authority to approve the Project Budget and Project Schedule, and render decisions and furnish information the Project Manager deems appropriate to the CM@Risk.

## **ARTICLE 6 – CONTRACT ADDITIONS**

### **6.1 PROJECTS DOCUMENTS AND COPYRIGHTS**

- 6.1.1 City Ownership of Project Documents: All work products (electronically or manually generated) including but not limited to: cost estimates, studies, design analyses, original mylar drawings, Computer Aided Drafting and Design (CADD) file diskettes, and other related documents which are prepared in the performance of this Agreement (collectively referred to as Project Documents) are to be and remain the property of the City and are to be delivered to the Project Manager before the final payment is made to the CM@Risk. Nonetheless, in the event these Project Documents are altered, modified or adapted without the written consent of the CM@Risk, which consent the CM@Risk will not unreasonably withhold, the City agrees to hold the CM@Risk harmless to the extent permitted by law, from the legal liability arising out of or resulting from the City's alteration, modification or adaptation of the Project Documents.
- 6.1.2 CM@Risk to Retain Copyrights: The copyrights, patents, trade secrets or other intellectual property rights associated with the ideas, concepts, techniques, inventions, processes or works of authorship developed or created by the CM@Risk, its subconsultants or personnel, during the course of performing this Agreement or arising out of the Project will belong to the CM@Risk.
- 6.1.3 License to City for Reasonable Use: The CM@Risk hereby grants, and will require its Subconsultants to grant, a license to the City, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the Project Documents, works or Deliverables developed or created for the Project and this Contract. This license will also include the making of derivative works. In the event that the derivative works require the City to alter or modify the Project Documents, then paragraph 6.1.1 applies.
- 6.1.4 Documents to Bear Seal: When applicable and required by state law, the CM@Risk and its Subconsultants will endorse by an Arizona professional seal all plans, works and Deliverables prepared by them for this Contract.

### **6.2 COMPLETENESS AND ACCURACY OF CM@RISK'S WORK**

- 6.2.1 The CM@Risk will be responsible for the completeness and accuracy of its reviews, reports, supporting data, and other design phase Deliverables prepared or compiled pursuant to its obligations under this Contract and will at its sole own expense correct its work or Deliverables. The fact that the City has

accepted or approved the CM@Risk's work or Deliverables will in no way relieve the CM@Risk of any of its responsibilities under the contract, nor does this requirement to correct the work or Deliverable constitute a waiver of any claims or damages otherwise available by law to Contract to the City.

### **6.3 ALTERATION IN CHARACTER OF WORK**

6.3.1 In the event an alteration or modification in the character of work of Deliverable results in a substantial change in this Contract, thereby materially increasing or decreasing the scope of services, cost of performance, or Project Schedule, the work or Deliverable will nonetheless be performed as directed by the City. However, before any altered or modified work begins, a Change Order or Amendment will be approved and executed by the City and the CM@Risk. Such Change Order or Amendment will not be effective until approved by the City. Additions to, modifications, or deletions from the Project provided herein may be made, and the compensation to be paid to the CM@Risk may accordingly be adjusted by mutual agreement of the contracting parties. No claim for extra work done or materials furnished by the CM@Risk will be allowed by the City except as provided herein, nor will the CM@Risk do any work or furnish any material(s) not covered by Contract unless such work or material is first authorized in writing. Work or material(s) furnished by the CM@Risk without such prior written authorization will be the CM@Risk's sole jeopardy, cost and expense, and the CM@Risk hereby agrees that without prior written authorization no claim for compensation for such work or materials furnished will be made.

### **6.4 DATA CONFIDENTIALITY**

6.4.1 As used in the Contract, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by or obtained by the CM@Risk in the performance of this contract.

6.4.2 The parties agree that all data, including original, images, and reproductions, prepared by, obtained by, or transmitted to the CM@Risk in connection with the CM@Risk's performance of this Contract is confidential and proprietary information belonging to the City.

6.4.3 The CM@Risk will not divulge data to any third party without prior written consent of the City. The CM@Risk will not use the data for any purposes except to perform the services required under this Contract. These prohibitions will not apply to the following data provided the CM@Risk has first given the required notice to the City:

6.4.3.1 Data which was known to the CM@Risk prior to its performance under this contract unless such data was acquired in connection with work performed for the City;

6.4.3.2 Data which was acquired by the CM@Risk in its performance under this Contract and which was disclosed to the CM@Risk by a third party, who to the best of the CM@Risk's knowledge and belief, had the legal right to make such disclosure and the CM@Risk is not otherwise required to hold such data in confidence; or

6.4.3.3 Data, which is required to be disclosed by the CM@Risk by virtue of law, regulation, or court.

6.4.4 In the event the CM@Risk is required or requested to disclose data to a third party, or any other information to which the CM@Risk became privy as a result of any other with the City, the CM@Risk will first notify the City as set forth in this article of the request or demand for data. The CM@Risk will timely give the City sufficient facts, such that the City can have a meaningful opportunity to either first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure.

6.4.5 The CM@Risk, unless prohibited by law, within ten calendar days after completion of services for a third party on real or personal property owned or leased by the City, will promptly deliver, as set forth in this section, a copy of all data to the City. All data will continue to be subject to the confidentiality agreements of this Contract.

6.4.6 The CM@Risk assumes all liability for maintaining the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this section are violated by the CM@Risk, its employees, agents or Subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this section will be deemed to cause irreparable harm that justifies injunctive relief in court.

## **6.5 PROJECT STAFFING**

6.5.1 Prior to the start of any work or Deliverable under this Contract, the CM@Risk will submit to the City, an organization chart for the CM@Risk staff and Subconsultants and detailed resumes of key personnel listed in its response to the City's Request for Qualifications or subsequent fee proposals (or revisions thereto), that will be involved in performing the services prescribed in the Contract. Unless, otherwise informed, the city hereby acknowledges its acceptance of such personnel to perform such services under this Contract. In the event the CM@Risk desires to change such key personnel from performing such services under this Contract, the CM@Risk will submit the qualification of the proposed substituted personnel to the City for prior approval. Key personnel will include, but are not limited to, principal-in-charge, project manager, superintendent, project director or those persons specifically identified to perform services of cost estimating, scheduling, value engineering, and procurement planning.

6.5.2 The CM@Risk will maintain an adequate number of competent and qualified persons, as determined by the City, to ensure acceptable and timely completion of the scope of services described in this Contract throughout the period of those services. If the City objects, with reasonable cause, to any of the CM@Risk's staff, the CM@Risk will take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel acceptable to the City.

## **6.6 INDEPENDENT CONTRACTOR**

6.6.1 The CM@Risk is and will be an independent contractor and whatever measure of control the City exercises over the work or Deliverable pursuant to the Contract will be as to the results of the work only. No provision in this Contract will give or be construed to give the City the right to direct the CM@Risk as to the details of accomplishing the work or Deliverable. These results will comply with all applicable laws and ordinance.

## **6.7 SUBCONSULTANTS**

6.7.1 Prior to the beginning the work or Deliverable, the CM@Risk will furnish the City for approval, the names of all Subconsultants to be used on this Project. Subsequent changes are subject to the approval of the City.

## **6.8 TERMINATION**

6.8.1 The City and the CM@Risk hereby agree to full performance of the covenants contained herein, except the City reserves the right, at its discretion and without cause, to terminate or abandon any or all services provided for in this Contract, or abandon any portion of the Project for which services have been performed by the CM@Risk.

6.8.2 In the event the City abandons any or all of the services or any part of the services as herein provided, the City will so notify the CM@Risk in writing, and the CM@Risk will immediately after receiving such notice is to discontinue advancing the Work specified under this Contract and mitigate the expenditure, if any, of costs resulting from such abandonment of termination.

6.8.3 The CM@Risk, upon such termination or abandonment, will promptly deliver to the City all reports, estimates and other work or Deliverable entirely or partially complete, together with all unused materials supplied by the City.

6.8.4 The CM@Risk will appraise the work completed and submit an appraisal to the City for evaluation. The City will have the right to inspect the CM@Risk's work or Deliverable to appraise the work completed.

6.8.5 The CM@Risk will receive compensation in full for services satisfactorily performed to the date of such termination. The fee will be paid in accordance with Article 4 of this Contract, and will be an amount mutually agreed upon by the CM@Risk and the City. If there is no mutual agreement, the final determination will be made in accordance with paragraph 6.9, "Disputes". However, in no event will the fee exceed that set forth in Article 4 or as amended in accordance with paragraph 6.3, "Alteration in Character of Work". The City will make the final payment within sixty days after the CM@Risk has delivered the last of the partially or otherwise completed work items and the final fee has been agreed upon.

## **6.9 DISPUTES**

6.9.1 In any unresolved dispute arising out of an interpretation of this Contract or the duties required therein, the final determination at the administrative level will be made by the City Engineer.

## **6.10 WITHHOLDING PAYMENT**

6.10.1 The City reserves the right to withhold funds from the City's progress payments up to the amount equal to the claims the City may have against the CM@Risk, until such time that a settlement on those claims has been reached.

## **6.11 RECORDS/AUDIT**

6.11.1 Records of the CM@Risk's direct personnel payroll, reimbursable expenses pertaining to this Project and records of accounts between the City and CM@Risk will be kept on a generally recognized accounting basis. The City, its authorized representative, and/or the appropriate federal agency, reserve the right to audit the CM@Risk's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate this Contract and any Change Orders. The City reserves the right to decrease Contract Amount and/or payments made on this Contract if, upon audits of the CM@Risk's records, the audit discloses the CM@Risk has provided false, misleading or inaccurate cost and pricing data.

6.11.2 The CM@Risk will include a provision similar to paragraph 6.11.1 in all of its agreements with Subconsultants, Subcontractors, and Suppliers providing services under this Contract to ensure the City, its authorized representative, and/or the appropriate federal agency, has access to the Subconsultants', Subcontractors' and Suppliers' records to verify the accuracy of cost and pricing data. The City reserves the right to decrease Contract Amount and/or payments made on this Contract if the above provision is not included in Subconsultants, Subcontractor, and Supplier contracts, and one or more of those parties do not allow the City to audit their records to verify the accuracy and appropriateness of pricing data.

## **6.12 INDEMNIFICATION**

6.12.1 The CM@Risk agrees to indemnify and save harmless the City of Glendale, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the Project, their officers, agents and employees, herein after individually and collectively referred to as "indemnitee", from all suits and claims, including attorney's fees and cost of litigation, actions, losses, damage, expenses, costs or claims of any character or any nature arising out of the work or Deliverable done in fulfilling the terms of this Contract, or on account of any act, claim or amount arising out of or recovered under Workmen's Compensation Law, or arising out of the failure of the CM@Risk to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the CM@Risk will be responsible for primary loss investigation, defense and judgment costs where this Contract of indemnity applies.

## **6.13 NOTICES**

6.13.1 Unless otherwise provided herein, demands under this Contract will be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

To City:	David Beard, P.E. City Engineer Glendale City Hall 5850 W. Glendale Ave. 3 <sup>rd</sup> Floor – Engineering Department Glendale, Arizona 85301-2599
To CM@Risk	Steve Robinson, Project Director MGC Contractors, Inc. 4110 East Elwood Street Phoenix, AZ 85040
To Design Professional:	Chad Meyer, P.E. Carollo Engineers 4600 East Washington Street, Suite 500 Phoenix, AZ 85034
Copy to:	Bill Passmore, Project Manager Glendale City Hall 5850 W. Glendale Ave. 3 <sup>rd</sup> Floor – Engineering Department Glendale, Arizona 85301-2599

**6.14 THIS SECTION NOT USED**

**6.15 COMPLIANCE WITH FEDERAL LAWS**

6.15.1 The CM@Risk understands and acknowledges the applicability of the Americans With Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. The CM@Risk agrees to comply with these and all laws in performing this Contract and to permit the City to verify such compliance.

**6.16 CONFLICT OF INTEREST**

6.16.1 To evaluate and avoid potential conflicts of interest, the CM@Risk will provide written notice to the City, as set forth in this section, of any work or services performed by the CM@Risk for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice will be given seven business days prior to commencement of the Project by the CM@Risk for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure will be sent to:

Bill Passmore  
City of Glendale  
5850 W. Glendale Ave.  
3<sup>rd</sup> Floor - Engineering Department  
Glendale, Arizona 85301-2599

6.16.2 Actions considered to be adverse to the City under this Contract include but are not limited to:

- (a) Using data as defined in the Contract, acquired in connection with this Contract to assist to third party in pursuing administrative or judicial action against the City;
- (b) Testifying or providing evidence on behalf of any person in connection with administrative or judicial action against the City;

- (c) Using data to produce income for the CM@Risk or its employees independently of performing the services under this Contract, without the prior written consent of the City.

6.16.3 The CM@Risk represents that except for those persons, entities and projects previously identified in writing to the City, the services to be performed by the CM@Risk under this Contract are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the interests of the City.

6.16.4 The CM@Risk's failure to provide a written notice and disclosure of the information as set forth in this section will constitute a material breach of this Contract.

#### **6.17 CONTRACTOR'S LICENSE AND PRIVILEGE LICENSE**

6.17.1 Prior to award of the Contract, the CM@Risk must provide to the City's Engineering Department, its Contractor's License Classification and number, its City of Glendale Privilege License number, and its Federal Tax I.D. number.

#### **6.18 SUCCESSOR AND ASSIGNS**

6.18.1 The City and the CM@Risk will each bind itself, and their partners, successors, assigns, and legal representatives to the other party to this Contract and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Contract. Neither the City nor the CM@Risk will assign, sublet, or transfer its interest in this Contract without the written consent of the other. In no event will any contractual relation be created or be construed to be created as between any third party and the City.

#### **6.19 FORCE MAJEURE**

6.19 If either party is delayed or prevented from the performance of any service, in whole or part, required under this Contract by reason of acts of God or other cause beyond the control and without fault of that party (financial inability excepted), performance of that act will be excused, but only for the period of the delay. The time for performance of the act will be extended for a period equivalent to the period of delay.

#### **6.20 COVENANT AGAINST CONTINGENT FEES**

6.20.1 The CM@Risk warrants that no person has been employed or retained to solicit or secure this Contract 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 of Glendale has any interest, financially, or otherwise, in the firm. The City of Glendale will in the event of the breach or violation of this warranty, have the right to annul this Contract without liability, or at its discretion to deduct from the Contract Amount or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **6.21 NON-WAIVER PROVISION**

6.21.1 The failure of either party to enforce any of the provisions of this Contract or to require performance by the other party of any of the provisions hereof will not be construed to be a waiver of such provisions, nor will it affect the validity of this Contract or any part thereof, or the right of either party to thereafter enforce each and every provision.

#### **6.22 JURISDICTION**

6.22.1 This Contract will be deemed to be made under, and will be construed in accordance with and governed by the laws of the State of Arizona, without regard to the conflicts or choice of law provisions thereof. An action to enforce any provision of this Contract or to obtain any remedy with respect hereto

will be brought in the Superior Court, Maricopa County, Arizona, and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction and venue of such Court.

**6.23 SURVIVAL**

6.23.1 All warranties, representations and indemnifications by the CM@Risk will survive the completion or termination of this Contract.

**6.24 MODIFICATION**

6.24.1 No supplement, modification, or amendment of any term of this Contract will be deemed binding or effective unless in writing and signed by the parties hereto and in conformation with provision of this Contract, except as expressly provided herein to the contrary.

**6.25 SEVERABILITY**

6.25.1 If any provision of this Contract or the application thereof to any person or circumstances will be invalid, illegal or unenforceable to any extent, the remainder of this Contract and the application thereof will not be affected and will be enforceable to the fullest extent permitted by law.

**6.26 INTEGRATION**

6.26.1 This Contract contains the full agreement of the parties hereto. Any prior or contemporaneous written or oral agreement between the parties regarding the subject matter hereof is merged and superseded hereby.

**6.27 TIME IS OF THE ESSENCE**

6.27.1 Time of each of the terms, covenants, and conditions of this Contract is hereby expressly made of the essence.

**6.28 THIRD PARTY BENEFICIARY**

6.28.1 This Contract will not be construed to give any rights or benefits in the Contract to anyone other than the City and the CM@Risk. All duties and responsibilities undertaken pursuant to this Contract will be for the sole and exclusive benefit of the City and the CM@Risk and not for the benefit of any other party.

**6.29 COOPERATION AND FURTHER DOCUMENTATION**

6.29.1 The CM@Risk agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Contract.

**6.30 CONFLICT IN LANGUAGE**

6.30.1 All work or Deliverables performed will conform to all applicable City of Glendale codes, ordinances and requirements as outlined in this Contract. If there is a conflict in interpretation between provisions in this Contract and any Exhibits, the provisions in this Contract will prevail.

**6.31 CITY'S RIGHT OF CANCELATION**

6.31.1 All parties hereto acknowledge that this Contract is subject to cancellation by the City of Glendale pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

**ARTICLE 7 – INSURANCE**

The CM@Risk will procure and maintain for the duration of the Contract, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work or Deliverables hereunder by the CM@Risk, its agents, representatives, employees, Subconsultants, Subcontractors, and/or Suppliers. Insurance requirements related to any construction Work done during the design phase or during the construction phase will be defined in a separate contract associated with the construction phase. The CM@Risk will cause all Subcontracts to contain identical terms and conditions to those included in this Article.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants that might arise out of the performance of the work or Deliverables under this Contract by the CM@Risk, its agents, representatives, employees, Subconsultants, Subcontractors, or Suppliers and CM@Risk is free to purchase such additional insurance as it may determine necessary.

**7.1 MINIMUM SCOPE AND LIMITS OF INSURANCE**

7.1.1 CM@Risk will provide coverage at least as broad and with limits of liability not less than those stated below.

7.1.1.1 Commercial General Liability-Occurrence Form  
(Form CG 0001, ed. 10/93 or any replacements thereof)

General Aggregate/per project	\$1,000,000
Products-Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage	\$100,000

7.1.1.2 Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles  
(Form CA 0001, ed. 12/93 or any replacement thereof)

Combined Single Limit Per Accident for Bodily Injury and Property Damage	\$1,000,000
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7.1.1.3 Workers Compensation and Employers Liability

Workers Compensation	Statutory
Employers Liability:	
Each Accident	\$500,000
Disease-Policy Limit	\$500,000
Disease-Each Employee	\$500,000

7.1.2 Self-Insured Retentions Any self-insured retentions and deductibles greater than \$10,000 must be declared to and approved by the City.

**7.2 OTHER INSURANCE REQUIREMENTS**

7.2.1 The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

7.2.1.1 The City of Glendale is to be named as additional insured's with respect to liability arising out of activities performed by or on behalf of the CM@Risk, including the City's general supervision of the CM@Risk; products and completed operations of the CM@Risk; and automobiles owned, leased, hired or borrowed by the CM@Risk.

7.2.1.2 The Commercial General Liability Insurance will contained broad form contractual liability coverage and will not exclude liability arising out of the explosion, collapse or under ground hazard ("EXU").



7.2.1.3 The City will be additional an insured to the full limits of liability purchased by the CM@Risk, even if those limits of liability are in excess of those required by this Contract. The Commercial General Liability additional insured endorsement will be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B CG 20 10 11 85.

7.2.2 The CM@Risk's insurance coverage will be primary insurance with respect to the City. Insurance or self-insurance maintained by the City will be in excess of the CM@Risk 's insurance and will not contribute to it.

7.2.3 The CM@Risk 's insurance will apply separately to each insured against whom claim is made or suit is brought that, except with respect to the limits of the insurer's liability. The coverage provided by the CM@Risk and its Subcontractors will not be limited to the liability assumed under the indemnification provisions of this Agreement.

7.2.4 The policies will contain a waiver of subrogation against the City for losses arising from Work performed for the City.

7.2.5 Workers' Compensation and Employers Liability polices are to contain, or be endorsed to contain, the following: The insurer will agree to waive all rights of subrogation against the City for losses arising from work performed for the City.

### **7.3 SUBCONSULTANT INSURANCE**

7.3.1 CM@Risk 's certificate(s) shall include all subcontractors as insured's under its policies or the CM@Risk shall furnish to the City separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

### **7.4 NOTICE OF CANCELLATION**

7.4.1 Each insurance policy required by the insurance provisions of this Contract will provide the required coverage and not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given, by certified mail, return receipt requested to the City's named Project Manager at:

Bill Passmore  
5850 W. Glendale Ave.  
3<sup>rd</sup> Floor – Engineering Department  
Glendale, Arizona 85301-2599

### **7.5 ACCEPTABILITY OF INSURERS**

7.5.1 Insurance is to be placed with insurers duly licensed or City approved unlicensed companies in the State of Arizona, and with an A.M. Best's rating of no less than A-:VII. The City in no way warrants that the above required minimum insurer rating is sufficient to protect the CM@Risk from potential insurer insolvency.

### **7.6 VERIFICATION OF COVERAGE**

7.6.1 The CM@Risk will furnish the City, Certificates of Insurance (ACORD form or equivalent approved by the City) with original endorsements effecting coverage as required by this Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements(s) that restrict or limits coverages will be clearly noted on the certificate of insurance.

7.6.2 All certificates and endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to the earlier of

commencement of work under this Contract or signing of 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.

7.6.3 All Certificates of Insurance required by this Contract will be sent directly to the Services Department Contracts Administration Section contracts officer for this Project. The Project Number and Project description will be included on the Certificates of Insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract, at any time.

## **7.7 APPROVAL**

7.7.1 Any modification or variation from the insurance requirements in this Contract must be approved by the Law Department, whose decision will be final. Such action will not require a formal contract amendment, but may be made by administrative action.

This Contract will be in full force and effect only when it has been approved and executed by the duly authorized City officials.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on XXXXXXXX XX, 200X.

ATTEST

CITY OF GLENDALE

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Acting City Manager

REVIEWED BY:

CM @ RISK  
MGC Contractors, Inc.

\_\_\_\_\_  
City Attorney

By:   
Randy L. Gates

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

## EXHIBIT A – PROJECT DESCRIPTION

Following is a brief description of the Project for which the design phase service specified in this Contract are to be performed:

The Arrowhead Water Reclamation Facility (ARWRF) is located west of Loop 101 and north of Union Hills Drive, 8180 West Union Hills. The facility is permitted for and classified as an Arizona Department of Environmental Quality (ADEQ) A+ Reclaimed Water Facility. ARWRF provides tertiary treatment to incoming municipal wastewater and is an end of line plant, with no flow bypass access. ARWRF's permitted capacity is 4.5 million gallons per day (mgd), with 3.0 mgd as the average annual daily flow (AADF). The plant effluent is delivered to lakes in the Arrowhead Ranch Communities or into the aquifer through recharge wells on the ARWRF site and at Oasis WTP.

The ARWRF utilizes a three-train conventional activated sludge, biological nutrient removal (BNR) aeration system, including anoxic zones, followed by six rectangular clarifiers that provide for the secondary treatment. The secondary clarifiers are equipped with HDPE chain and flight sludge collectors. Four of the sludge collection clarifier systems use two shared motor drives, each drive serving two adjacent clarifiers. The ARWRF utilizes DynaSand™ continuous backwash, up flow filters for tertiary filtration, and a Trojan 3000+ UV system for disinfection.

The City completed an evaluation of ARWRF's processes and equipment. The following is a list of the recommended improvements.

- € Headworks: Expand the existing Headworks facilities, possibly including the influent channels, isolation gates, comminutor mounting bracket, Parshall flume, ventilation, odor control, screening, grit removal, and ancillary equipment;
- € Tertiary Filtration: Replace the existing DynaSand™ filters. The current recommendation is for a Cloth Media Disk Filter system to be constructed in the area of the plant's decommissioned Traveling Bridge Filters. This work will also include selective site demolition and the necessary splitter-boxes. If determined to be in the City's best interest the existing DynaSand™ filters may remain in place;
- € Plant-Wide Odor Control Systems: Construct new odor control systems plant wide. The current recommendation includes the replacement of existing chemical scrubbers with bio-trickling filters, followed by activated carbon towers. This work will also include re-routing and potentially, the replacement of foul air ductwork;
- € Secondary Clarifiers: Construct new electrical and control systems for the secondary clarifiers, including replacement of the existing I&C systems, and new conductors, controls, internal equipment and the Motor Control Center (MCC). Split the current two (2) clarifier drive mechanisms into four (4) individual drives, one for each clarifier;
- € Plant-Wide Electrical Systems (potential work): Replace the existing primary 2,000 Amp service with a new 3,000 Amp service, and other electrical and instrumentation upgrades, as required or determined to be of benefit to the plant;
- € Splitter Box (SB) No. 1: Replace the top six feet of concrete on SB No.1;
- € Aeration Basin/Bioreactor Structure: Install new Mixed Liquor Return Pumps;
- € Non-Potable Water (NPW) Pumping Station: Install a new redundant NPW pump and Variable Frequency Drive (VFD) to match the existing NPW pump;
- € Other Miscellaneous Improvements, as required or determined to be of benefit to the plant.

## EXHIBIT B - HOURLY RATE SCHEDULE

The schedule of hourly labor rates for employees of the CM@Risk and its Subconsultants follow and are based on the approved proposal submitted to the City on October 23, 2015.

### **LIST OF CLASSIFICATIONS:**

<u>Classification</u>	<u>Direct Labor Rate</u>	<u>Total Labor Rate</u>
Project Executive	\$107.50	\$172
Pre-Con Mgr/Project Director	\$98.75	\$158
Project Manager	\$90.00	\$144
Project Superintendent	\$76.25	\$122
Project Engineer	\$60.00	\$96
Estimator	\$82.50	\$132
Ludvik/RDC Electric	\$100.00	\$100



## Legislation Description

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**File #: 15-780, Version: 1**

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**AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, INC.,  
FOR THE ASSESSMENT OF THE WEST AREA WATER RECLAMATION FACILITY RECHARGE STORAGE**

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

### **Purpose and Recommended Action**

This is a request for City Council to authorize the Acting City Manager to enter into a professional services agreement with HDR Engineering, Inc., (HDR) in an amount not to exceed \$186,354 to perform services for the Recharge Storage Capacity Assessment at the West Area Water Reclamation Facility.

### **Background**

The West Area Water Reclamation Facility (WAWRF) commenced operations in 2001. This facility has a capacity of processing 11.5 Million Gallons per day (MGD) of raw sewage. Currently it treats approximately 5.5 MGD but it is expected to see a gradual and steady increase of flow due to growth in the west area of the city. As part of the process, Class A+ effluent is discharged from the facility. The effluent is sent either to reuse customers or to the West Area Aquifer Recharge Facility (ARF) and the New River Agua Fria Underground Storage Project (NAUSP). The ARF has a permitted recharge capacity of 7,841 acre-feet per year (5.83 MGD). The NAUSP has a permitted capacity of 15,000 acre-feet per year (11.2 MGD).

In 2010, the city contracted with Damon S. Williams Associates to lead in the development of a Master Plan of the West Area Water Reclamation Facility. The study examined the wastewater demands, evaluated conveyance and treatment alternatives, Environmental Protection Agency regulations, water resources issues, effluent recharge locations, and the interplay of wastewater treatment with the Sub-Regional Operating Group partnership and the area served by the WAWRF. In anticipation of the need for additional recharge capacity in the future, the study identified the Western Area Regional Park (now known as Heroes Regional Park) as a potential location for a new recharge facility.

This assessment will update the 2010 park site evaluation and will prepare the City to move forward with expanding its recharge capacity at the park site. The work will be performed in three phases. This phase I project includes strategy development, recharge optimization modeling, cost-benefit analysis, park site facility development, Arizona Department of Water Resources Underground Storage Facility and Water Storage permitting, and project management. If approved, this assessment will be done in collaboration with the Community Services Department so that the current conceptual design elements (i.e. - open space, urban lake system, trails, etc.) are preserved and designed to further enhance the park.

### **Analysis**

Staff advertised a request for proposal (RFP) Project 141509 for engineering services to assess the recharge

storage facility (phase I). Following completion of phase I, work would begin on the next two phases. There were three respondents. HDR was selected to perform the services for phase I for an amount not to exceed \$186,354.

Staff will seek council approval for the design services (phase II) and construction administration services (phase III) at a later time.

This action will authorize the Acting City Manager to enter into a professional service agreement with HDR and authorize the expenditure of funds.

**Previous Related Council Action**

On January 27, 2009, City Council approved the professional services agreement for the West Area Water Reclamation Facility, Phase IV Expansion Study.

**Community Benefit/Public Involvement**

The Citizen Task Force on Water and Sewer Report, dated December 18, 2012, stated that water resource sustainability was one of the top priorities for the City. The Task Force recommended that the City should maximize the use of its existing water resources through aquifer storage and other methods and practices. Development of long-term recharge storage credits from expanded recharge capacity will help the City maintain a reliable and sustainable water supply during future drought conditions. This concept was also discussed at the November 9, 2015 Parks and Recreation Advisory Commission meeting, with the understanding that once a more detailed analysis is completed, staff would return for further discussion, review and any necessary approval.

**Budget and Financial Impacts**

Funds are available in the Water Services FY 2015-16 Capital Improvement Plan budget for \$136,354. In addition, this action authorizes the transfer and use of Water Services Contingency Funding in the amount of \$50,000.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$186,354</b>	<b>2400-61052-551200, Recharge Storage Assessment</b>

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? Yes

If yes, where will the transfer be taken from? Water Services Contingency Fund

**PROFESSIONAL SERVICES AGREEMENT**  
**STUDY AND ASSESSMENT SERVICES**  
**WEST AREA WATER RECLAMATION FACILITY RECHARGE STORAGE STUDY**  
**City of Glendale Project No. 141509**

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and HDR Engineering, Inc., a Nebraska corporation, authorized to do business in the State of Arizona, ("Consultant") as of the \_\_\_\_ day of \_\_\_\_\_, 2015 ("Effective Date").

**RECITALS**

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, Project (the "Project");
- B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Project Scope of Work ("Scope");
- C. Consultant desires to provide City with professional services ("Services") consistent with best consulting or architectural practices and the standards set forth in this Agreement, in order to complete the Project; and
- D. City and Consultant desire to memorialize their agreement with this document.

**AGREEMENT**

The parties hereby agree as follows:

**1. Key Personnel; Other Consultants and Subcontractors.**

- 1.1 Professional Services. Consultant will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or contractors, retained by City.
- 1.2 Project Team.
  - a. Project Manager.
    - (1) Consultant will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, complete the project and handle all aspects of the Project such that the work produced by Consultant is consistent with applicable standards as detailed in this Agreement; and
    - (2) The City must approve the designated Project Manager.
  - b. Project Team.
    - (1) The Project Manager and all other employees assigned to the Project by Consultant will comprise the "Project Team."
    - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Consultant.
  - c. Discharge, Reassign, Replacement.
    - (1) Consultant acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in **Exhibit A**.
    - (2) Consultant will not discharge, reassign, replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City



without City's prior written consent unless that person leaves the employment of Consultant, in which event the substitute must first be approved in writing by City.

- (3) Consultant will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties, or if the acts or omissions of that person are detrimental to the development of the Project.

d. Subcontractors.

- (1) Consultant may engage specific technical contractors (each a "Subcontractor") to furnish certain service functions.
- (2) Consultant will remain fully responsible for Subcontractor's services.
- (3) Subcontractors must be approved by the City.
- (4) Consultant will certify by letter that all contracts with Subcontractors have been executed incorporating requirements and standards as set forth in this Agreement.

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

3. **Consultant's Work.**

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

3.2 **Licensing.** Consultant warrants that:

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

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

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

3.4 **Coordination; Interaction.**

- a. For projects that the City believes requires the coordination of various professional services, 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 \$186,354 as specifically detailed in **Exhibit D** ("Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.
  - a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.
  - b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.
  - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.
- 4.3 Allowances. An "Allowance" may be identified in **Exhibit D** only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.

- a. As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts identified in **Exhibit D** and any unused allowance at the completion of the Project will remain with City.
- b. Consultant may not add any mark-up for work identified as an Allowance and which is to be performed by a Subconsultant.
- c. Consultant will not use any portion of an Allowance without prior written authorization from the City.
- d. Examples of Allowance items include, but are not limited to, subsurface pothole investigations, survey, geotechnical investigations, public participation, radio path studies and material testing.

4.4 Expenses. City will reimburse Consultant for certain out-of-pocket expenses necessarily incurred by Consultant in connection with this Agreement, without mark-up (the "Reimbursable Expenses"), including, but not limited to, document reproduction, materials for book preparation, postage, courier and overnight delivery costs incurred with Federal Express or similar carriers, travel and car mileage, subject to the following:

- a. Mileage, airfare, lodging and other travel expenses will be reimbursable only to the extent these would, if incurred, be reimbursed to City of Glendale personnel under its policies and procedures for business travel expense reimbursement made available to Consultant for review prior to the Agreement's execution, and which policies and procedures will be furnished to Consultant;
- b. The Reimbursable Expenses in this section are approved in advance by City in writing; and
- c. The total of all Reimbursable Expenses paid to Consultant in connection with this Agreement will not exceed the "not to exceed" amount identified for Reimbursable Services in the Compensation.

## 5. **Billings and Payment.**

### 5.1 Applications.

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

### 5.2 Payment.

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

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

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

- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

**6. Termination.**

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

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

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

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

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

8. **Insurance.** For the duration of the term of this Agreement, Contractor shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Contractor, its agent(s), representative(s), employee(s) and any subcontractors.

8.1 **Minimum Scope and Limit of Insurance.** Coverage must be at least as broad as:

- a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
- c. Worker's Compensation: Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.

8.2 **Other Insurance Provisions.** The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:

- a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts

or equipment furnished in connection with any tasks, or work performed by Contractor or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.

- b. For any claims related to this Project, the **Contractor's insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
  - c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.
- 8.3 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Contractor has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.
- 8.4 Waiver of Subrogation. **Contractor hereby agrees to waive its rights of subrogation which any insurer may acquire** from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agent(s) and subcontractor(s).
- 8.5 Verification of Coverage. Within 15 days of the Effective Date of this Agreement, Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Contractor's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.
- Contractor's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Contractor to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.
- 8.6 Subcontractors. Contractor shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.
- 8.7 Special Risk or Circumstances. The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Contractor, the Project or the insurer.

## 9. **Immigration Law Compliance.**

- 9.1 Consultant, and on behalf of any Subconsultant or Subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 9.2 Any breach of warranty under this section is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

- 9.3 City retains the legal right to inspect the papers of any Consultant, Subconsultant, or Subcontractor employee who performs work under this Agreement to ensure that the Consultant, Subconsultant or any Subcontractor is compliant with the warranty under this section.
- 9.4 City may conduct random inspections, and upon request of City, Consultant will provide copies of papers and records of Consultant demonstrating continued compliance with the warranty under this section. Consultant agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- 9.5 Consultant agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Consultant and expressly accrue those obligations directly to the benefit of the City. Consultant also agrees to require any Subconsultant or Subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 9.6 Consultant's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

**10. Notices.**

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

10.2 Representatives.

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

HDR Engineering, Inc.  
Dave Skinner, P.E.  
3200 East Camelback Road  
Suite 350  
Phoenix, Arizona 85018-2311

- 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 Bill Passmore, Principal Engineer  
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.

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

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

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

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

12.2 Interpretation.

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

- 12.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every

other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

- 12.4 **Amendment.** No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.
- 12.5 **Remedies.** All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 12.6 **Severability.** If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.
- 12.7 **Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

- 13. **Term.** The term of this Agreement commences upon the Effective Date and continues for a one (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 one (1)-year, renewable on an annual basis. Consultant will be notified in writing by the City of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and will be a determining factor for any renewal. There are no automatic renewals of this Agreement.
- 14. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Consultant and City will be resolved in accordance with **Exhibit E**. The final determination will be made by the City.
- 15. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Scope of Work
Exhibit C	Schedule
Exhibit D	Compensation
Exhibit E	Dispute Resolution

(Signatures appear on the following page.)



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

City of Glendale,  
an Arizona municipal corporation

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By: Richard A. Bowers  
Its: Acting City Manager

ATTEST:

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Pamela Hanna (SEAL)  
City Clerk

APPROVED AS TO FORM:

---

Michael D. Bailey  
City Attorney

HDR Engineering, Inc.,  
a Nebraska Corporation

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By: David R. Skinner, P.E.  
Its: Vice President, Managing Principal

**EXHIBIT A**  
**Professional Services Agreement**

**PROJECT DESCRIPTION**

The City of Glendale (City) West Area Water Reclamation Facility (WAWRF) provides Class A+ effluent with a rated capacity of 11.5 million gallons per day (MGD) for reuse and recharge. Recharge facilities receiving reclaimed water from WAWRF include the West Area Aquifer Recharge Facility (ARF) and the New River Agua Fria Underground Storage Project (NAUSP).

The City-owned ARF is located south of Glendale Avenue along the eastern bank of the Aqua Fria River with a permitted recharge capacity of 7,841 acre-feet per year (7.0 MGD). The ARF recharges recycled effluent through surface spreading basins.

NAUSP, operated by the Salt River Project (SRP), recharges water from several sources, including SRP and the cities of Glendale, Peoria, Avondale, and Chandler using six basins located along the eastern bank of the New River and north of the alignment of Bethany Home Road. Glendale has a 20% share of NAUSP, which translates to a permitted recharge capacity of 15,000 acre-feet per year (13.4 MGD). However, the City has never been able to achieve a recharge capacity above 5.1 MGD at NAUSP.

The City anticipates it will need additional recharge capacity in the future and conducted a study in 2010 to evaluate alternatives. The study identified a City park site, Western Area Regional Park, located at 83<sup>rd</sup> Avenue and Bethany Home Road, as a potential location for a new recharge facility.

The project may be performed in three phases. It is currently planned that the work required under each phase will be completed and accepted by the City before work on the next phase is started.

- PHASE I: Recharge Storage Capacity Assessment**
- PHASE II: Design Services**
- PHASE III: Construction Administration Services**

For Phase I, the services provided by HDR Engineering, Inc. (HDR) and its subconsultant, Clear Creek Associates (CCA), include strategy development, recharge optimization modeling, cost-benefit analysis, Western Area Regional Park facility development, ADWR USF/WS permitting, and project management of the work effort.

**EXHIBIT B**  
**Professional Services Agreement**

**SCOPE OF WORK**

This scope of services describes the work to be performed by HDR and CCA on behalf of the City of Glendale (City) as defined below.

***TASK 1 STRATEGY DEVELOPMENT***

**Task 1.1 Project Kick-Off Meeting**

**Objective:**

- Confirm the project goals, schedule, and milestones. Information transfer. Brainstorm scenarios for subsequent capacity evaluation and cost-benefit analysis. Briefly discuss prior reclaimed water market evaluation (Stanley Consultants) and any major new potential users.

**Services:**

- Prepare agenda and meeting notes
- Conduct meeting
- Attend meeting (+CCA)

**Task 1.2 Existing Facility Capacity Evaluation**

**Objective:**

- Evaluate the legal and physical factors that limit recharge capacity at the ARF and the NAUSP. Estimate Glendale's reliable portion of the capacity.

**Services:**

- Review previous studies (CCA)
- Review subsurface lithology (CCA)
- Review modeling performed by City's landfill consultant and provide recommendations to help the City maintain long term effluent recharge (CCA)
- Investigate surrounding land uses (CCA)
- Review past facility operations and AL/OPL exceedances (CCA)

**Key Understandings:**

- Prior studies will be provided by City
- Plans for expansion of the Glendale Landfill will be provided by City

### **Task 1.3 Recharge Feasibility Update of Western Area Regional Park**

#### **Objective:**

- Update the recharge feasibility analysis of the Western Area Regional Park as the basis for subsequent cost-benefit and detailed analysis.

#### **Services:**

- Evaluate source water locations (CCA)
- Perform conveyance routing analysis (HDR)
- Review source water quality (CCA)
- Investigate surrounding land uses (CCA)
- Perform desktop investigation of hydrogeology (CCA)
- Assess recharge technology options: basins, trenches, vz wells, ASR well (CCA)

#### **Key Understandings:**

- Prior studies will be provided by City

### **Task 1 Deliverables**

- Draft Tech Memo No.1 (TM1), prepared by CCA. This deliverable will be a combined TM for Tasks 1 and 2. Up to six (6) hard copies and one electronic PDF copy of TM1 will be provided.
- Comments on draft TM1 will be addressed in Final TM1.

## ***TASK 2 RECHARGE OPTIMIZATION MODELING***

### **Task 2.1 Update Existing Model**

#### **Objective:**

- Update the groundwater flow model to be used for analysis and permitting.

#### **Services:**

- Update model input parameters (CCA)
- Update alternatives for analysis (CCA)

### **Task 2.2 Run Strategy Simulations**

#### **Objective:**

- Evaluate alternative recharge strategies through modeling simulations.

#### **Services:**

- Run up to 12 alternative simulations. Simulations will include modeling the existing recharge facilities at their actual operating capacities and at their permitted capacities to support planning and permitting objectives (CCA)

- Analyze results (CCA)
- Prepare graphics and figures (CCA)

**Key Understandings:**

- Prior studies will be provided by City
- Plans for expansion of the Glendale Landfill will be provided by City

**Task 2.3 Project Workshop**

**Objectives:**

- Review assumptions for recharge optimization modeling.
- Confirm scenarios for Cost-Benefit Analysis.
- Confirm assumptions for ADWR Permit Application modeling.

**Services:**

- Prepare agenda and meeting notes
- Conduct meeting
- Attend meeting (+CCA)

**Key Understandings:**

- A key decision point in the Project Workshop is to determine the fundamental assumptions for the ADWR permit modeling assuming a reduced permit capacity from SRP to model NAUSP at a reduced capacity for purposes of permitting the Western Area Regional Park facility.

**Task 2 Deliverables**

- Combined with Task 1

***TASK 3 COST-BENEFIT ANALYSIS (CBA)***

**Task 3.1 Develop CBA Model**

**Objective:**

- Create a simple CBA model to compare options.

**Services:**

- Set-up CBA model structure (MS Excel)
- Determine evaluation criteria
- Collate input parameters from Tasks 1 and 2
- Develop cost opinions, as necessary (+CCA)

**Key Understandings:**

- CBA analyses will be conducted based on monetary (capital and O&M costs) and non-monetary (feasibility, environmental impacts, local control, etc) criteria
- CBA will include reclaimed water opportunities identified during the Task 1.1 Kick-Off Meeting
- Monetary parameters will be developed at a budget level of detail
- Non-monetary parameters will be proposed by HDR/CCA for review and approval by City
- City will provide cost and market value of effluent information to Consultant
- CBA will be based on the following scenarios:
  - Three sources waters: CAP, SRP, effluent
  - Four discharge options: NAUSP, SROG, Parks, West Area Recharge Facility

**Task 3.2 Conduct CBA Analyses****Objective:**

- Develop recommendations based on CBA

**Services:**

- Apply the CBA model to the final scenarios
- Apply a basic risk analysis to each scenario
- Prepare findings
- Develop recommendations (+CCA)

**Task 3 Deliverables**

- Draft Tech Memo No.2 (TM2), prepared by HDR. Up to six (6) hard copies and one electronic PDF copy of TM2 will be provided.
- Comments on draft TM2 will be addressed in Final TM2.

***TASK 4 WESTERN AREA REGIONAL PARK FACILITY DEVELOPMENT*****Task 4.1 MW-1 and EB-1 Technical Specification****Objective:**

- Develop the specifications for drilling of an exploration boring (EB) and monitor well (MW) at the Western Area Regional Park

**Services:**

- Provide siting recommendations (CCA)
- Develop specifications (CCA)

**Key Understandings:**

- It is assumed that one monitor well will be acceptable to ADWR for permitting of the facility
- An additional exploration borehole is required to select the final recharge technology.

**Task 4.2 Detailed Hydrologic Analysis and Recharge Technology Update**

**Objective:**

- Optimize recharge potential at the Western Area Regional Park

**Services:**

- Review existing data (CCA)
- Review data collected under Task 1.3 (CCA)
- Develop recharge technology recommendations (CCA)
- Prepare sizing, location, and configuration recommendations (CCA)

**Task 4.3 Develop Conceptual Facility Layout**

**Objective:**

- Develop a recharge facility site layout for the Western Area Regional Park

**Services:**

- Develop a site plan including: recharge components, conveyance pipelines, and monitoring wells (+CCA)
- Identify potential electrical source(s) and conduit routing
- Identify location for site control building

**Key Understandings:**

- Existing hydrogeological data will be used to develop the facility layout.
- Additional data collection needs may be identified, if required to support facility permitting.

**Task 4 Deliverables**

- MW-1 and EB-1 Technical Specifications
- Facility layout and recharge concept (technologies, etc) will be presented in the Project Workshop and documented in the Task 5 ADWR USF/WS Permit Applications.

## ***TASK 5 ADWR USF/WS PERMITTING***

### **Task 5.1 Pre-Application Meeting(s)**

#### **Objective:**

- Initiate ADWR USF/WS permitting process and make initial contact with ADEQ to coordinate eventual APP permitting

#### **Services:**

- Prepare agendas and meeting notes
- Conduct ADWR USF/WS permit pre-application meeting(s)
- Conduct ADEQ APP permit pre-application meeting (same day as ADWR)
- Attend meetings (+CCA)

#### **Key Understandings:**

- This Scope of Services excludes tasks related to acquiring an ADEQ Aquifer Protection Permit (APP), except for coordinating and attending a pre-application meeting. An APP will be required for recharge facility development.
- Application for an APP will require advancing the facility design to 60% at time of application, with 100% design required prior to substantive review by ADEQ.

### **Task 5.2 Permit Modeling**

#### **Objective:**

- Conduct analyses required for ADWR USF permitting. For overall cost efficiency, also conduct modeling required for ADEQ APP permitting.

#### **Services:**

- Model calibration (CCA)
- Conduct mounding analysis (CCA)
- Conduct particle trace analysis (CCA)
- Project Area of Impact (AOI) (CCA)
- Project Discharge Impact Area (DIA) (CCA)
- Project Pollutant Management Area (PMA) (CCA)

#### **Key Understandings:**

- Particle trace analysis will be conducted as part of this Scope of Services (CCA)

### **Task 5.3 Prepare Hydrologic Study Report**

#### **Objective:**

- Develop a Hydrologic Study Report that supports ADWR USF permit application

#### **Services:**

- Prepare report text and supporting materials (CCA)



- Include search and evaluation of environmental databases (CCA)
- Develop proposed facility monitoring plan (CCA)
- Develop contingency plan (CCA)
- Develop closure plan (CCA)

#### **Task 5.4 Prepare ADWR USF/WS Application**

##### **Objective:**

- Develop and submit the ADWR USF and WS permit applications

##### **Services:**

- Prepare report text and supporting materials
- Incorporate applicable information from Task 5.3
- Set-up and attend ADWR USF/WS application review meeting (+CCA)

##### **Key Understandings:**

- Permit application fees will be paid directly by the City and are not included in the associated Fee Estimate for this Scope of Services

#### **Task 5.5 Respond to Incomplete and Incorrect (I&I) Comments**

##### **Objective:**

- Prepare responses to comments from ADWR to advance the permit application

##### **Services:**

- Review ADWR response requirements (+CCA)
- Prepare list of additional application materials required to satisfy I&I requests (+CCA)

##### **Key Understandings:**

- One round of I&I comment responses is assumed, work to be completed under Allowances
- ADWR review of the permit will reach a stopping point if an ADEQ APP permit application is not submitted in a timely manner.

#### **Task 5 Deliverables**

- ADWR USF Pre-Application Meeting agenda and meeting notes.
- Draft Hydrologic Study Report, prepared by CCA. Up to six (6) hard copies and one electronic PDF copy will be provided.
- Final Hydrologic Study Report, prepared by CCA. Up to six (6) hard copies and one electronic PDF copy will be provided. This Report will be an Appendix to the ADWR USF Permit Application and an Appendix to the Final Project Report (Task 6).

- Draft ADWR USF/WS Permit Application, prepared by HDR with input from CCA. Up to six (6) hard copies and one electronic PDF copy will be provided.
- Final ADWR USF/WS Permit Application, prepared by HDR with input from CCA. Up to six (6) hard copies and one electronic PDF copy will be provided.

## ***TASK 6 – PROJECT MANAGEMENT***

### **Task 6.1 Project Management Activities**

#### **Objective:**

- Perform overall project management of the work effort.

#### **Services:**

- Set-up and maintain project filing system.
- Prepare Project Plan to outline project procedures for the team and the City.
- Prepare the project schedule.
- Prepare subcontract agreements.
- Conduct regular internal project team meetings to track project status, identify information needs, and provide overall coordination of the work effort.
- Review monthly invoices from subconsultants.
- Prepare monthly project invoices and schedule updates.
- Prepare and review project correspondence.
- Perform QA/QC activities.
- Quarterly Cash Flow Schedule

### **Task 6.2 Project Status Meetings**

#### **Objective:**

- To facilitate City staff understanding, input, and decisions regarding project issues

#### **Services:**

- Prepare for, conduct, and summarize project meetings (up to 4) (+CCA)
- Prepare preliminary list of data needs for discussion at Kick-Off Meeting (+CCA)

### **Task 6 Deliverables**

- Meeting agendas, meeting minutes, and copies of information needed for discussion of project issues (5 copies each meeting).
- Monthly invoices and schedule updates.

***TASK 7 – SUPPLEMENTAL TECHNICAL CONSULTING***

- 7.1 Additional Technical Consulting by HDR and/or CCA may be added at the direction of the City, upon approval.
- 7.2 MW-1 and EB-1 drilling/construction oversight to be provided by CCA, upon approval of the City.
- 7.3 Additional Hydrologic Analysis and Modeling may be conducted by CCA, at the discretion of the City.

**EXHIBIT C**  
**Professional Services Agreement**

**SCHEDULE**

The total time for completion of the work described in this Professional Services Agreement is nine (9) months.

**EXHIBIT D**  
**Professional Services Agreement**

COMPENSATION

**METHOD AND AMOUNT OF COMPENSATION**

Compensation shall be based on an hourly billing rate basis plus reimbursable expenses for Consultant and all Sub-consultants. Documentation for reimbursable expenses must be included with each Payment Application

**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 \$186,354.

**DETAILED PROJECT COMPENSATION**

Phase I: Recharge Storage Capacity Assessment

Task 1 - Strategy Development	15-hrs	\$2,694
Task 2 - Recharge Optimization Modeling	9-hrs	\$1,479
Task 3 - Cost-Benefit Analysis	113-hrs	\$15,944
Task 4 - Western Area Regional Park Facility Development	66-hrs	\$8,697
Task 5 - ADWR USF/WS Permitting	149-hrs	\$20,666
Task 6 - Project Management	180-hrs	\$23,342
Direct Expenses (Reimbursables)		\$1,000
Subconsultant Allowances:		
Clear Creek Associates		\$67,532
Owner Allowances:		
Task 7.1 - Technical Consulting		\$16,150
Task 7.2 - Drilling Oversight		\$21,140
Task 7.3 - Hydrologic Analysis and Modeling		\$7,710
<b>TOTAL CONTRACT AMOUNT</b>		<b>\$186,354.</b>

**EXHIBIT E**  
**Professional Services Agreement**

DISPUTE RESOLUTION

**1. Disputes.**

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

**2. Arbitration.**

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

- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.
- 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.
- 2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
- 2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party will pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

**3. Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Consultant must continue to perform and maintain progress of required Services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Consultant in accordance with this Agreement.

**4. Exceptions.**

- 4.1 Third Party Claims. City and Consultant are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third party who is not obligated by contract to arbitrate disputes with City and Consultant.
- 4.2 Liens. City or Consultant may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
- 4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.



## Legislation Description

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**File #: 15-791, Version: 1**

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**AUTHORIZATION TO AMEND THE CONSTRUCTION MANAGER AT RISK AGREEMENT WITH ACHEN-GARDNER CONSTRUCTION, LLC AND APPROVE THE ADDITIONAL EXPENDITURE OF FUNDS TO REPAIR AND IMPROVE THE 42-INCH WATER MAIN NEAR DEER VALLEY ROAD AND 67TH AVENUE**

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

### **Purpose and Recommended Action**

This is a request for City Council to authorize the Acting City Manager to amend the Construction Manager at Risk (CMAR) Agreement with Achen-Gardner Construction LLC (AGC), which contains a guaranteed maximum price to provide construction services to repair and improve the 42-inch water main near Deer Valley Road and 67<sup>th</sup> Avenue and approve the additional expenditure of funds in the amounts not to exceed \$811,701.58 for the amendment.

### **Background**

The City water distribution system is an array of waterlines, valves, fire hydrants and pump stations and is configured into four (4) pressure zones to maximize delivery service to our customers. Zone 3 is the primary service area for Pyramid Peak Water Treatment Plant (PPWTP).

Moving water through the system is a key component in ensuring uninterrupted service and reliability. The Zone Three Water Supply Improvement project improves the redundancy of the system by giving the capability to move water from pressure Zone 2 into pressure Zone 3. The major component of the improvements is to the Hillcrest Ranch Booster Pump Station (HRBPS) near the intersection of 67<sup>th</sup> Ave. and Deer Valley Road. It serves to pump water from Zone 2 to Zone 3 in the event the Pyramid Peak Water Treatment Plant is off-line or at a reduced capacity. During the construction it was determined that the 42-inch water main connection at the intersection was faulty and should be repaired. It was also determined that this was the best opportunity to make additional improvements.

### **Analysis**

The City entered into an agreement with AGC as a CMAR for the construction phase work for the Zone Three Water Supply Improvement project. It is in the best interest of the city for AGC to provide the construction services for the repair of the 42-inch water main.

This action will authorize the Acting City Manager to amend the agreement with AGC to repair the 42-inch water main and approve the additional expenditure of funds.

### **Previous Related Council Action**



On January 13, 2015, Council approved a CMAR agreement with Achen-Gardner Construction, LLC for the construction phase of the Zone 3 water distribution system modifications.

On June 10, 2014, Council approved a CMAR agreement with Achen-Gardner Construction, LLC for design phase services during the final design phase with Wilson Engineers.

On April 22, 2014, Council approved a Professional Services Agreement with Wilson Engineers, LLC, to provide design and construction administration services for waterline improvements located near Deer Valley Road and 67th Avenue.

**Community Benefit/Public Involvement**

This water valve project will benefit the community by maintaining an uninterrupted water supply and enhance the reliability in the Zone Three (3) water service area.

**Budget and Financial Impacts**

Repair and improvements of the main was unplanned and not budgeted and will be funded by the Water Services Contingency Budget.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$811,701.58</b>	<b>2400-61049-550800, Zone Three Water Supply Imp</b>

Capital Expense? Yes

Budgeted? No

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**AMENDMENT TO CITY OF GLENDALE CONTRACT C-9625  
BETWEEN THE CITY OF GLENDALE AND ACHEN-GARDNER**

The Construction Services Agreement (the "Agreement") entered into on February 5, 2015 between the City of Glendale, a municipal corporation of the State of Arizona ("City") acting through its City Manager (the "Manager"), and Achen-Gardner Construction, LLC, an Arizona limited liability company ("AGC"), authorized to do business in the State of Arizona, is hereby amended to provide that AGC shall provide the additional construction services to the City as contained in the attached Exhibit 1.

All other terms and conditions of the Agreement shall remain in full force and effect as originally drafted and agreed.

IN WITNESS WHEREOF the parties have executed this Amendment, effective this \_\_\_ day of \_\_\_\_\_, 201\_.

City of Glendale,  
an Arizona municipal corporation

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

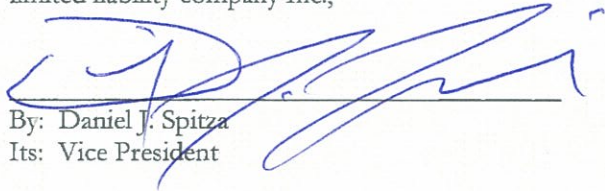
ATTEST:

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

APPROVED AS TO FORM:

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

Achen-Gardner Construction, LLC, an Arizona  
limited liability company Inc.,

  
\_\_\_\_\_  
By: Daniel J. Spitz  
Its: Vice President

**EXHIBIT 1**  
**TO**  
**CONSTRUCTION SERVICES AGREEMENT – COG CONTRACT C-9625**

On February 5, 2015, Achen-Gardner Construction LLC entered into a Construction Manager at Risk (CMAR) Agreement (City Contract No. C-9625) to provide construction services to the City for modifications to the City's Zone 3 water distribution system modifications near Deer Valley Road and 67th Avenue. The CMAR contained a guaranteed maximum price (GMP) in an amount not to exceed \$1,761,057.71.

The City's water distribution system is an array of waterlines, valves, fire hydrants and pump stations. It is configured into four (4) pressure zones to maximize delivery service to our customers. Zone 3 is the primary service area for the Pyramid Peak Water Treatment Plant (PPWTP). The area is also serviced by the Hillcrest Ranch Booster Pump Station (HRBPS), which is located near the intersection of 67th Avenue and Deer Valley Road, which pumps water from Zone 2 to Zone 3 in the event the Pyramid Peak Water Treatment Plant is off line or at a reduced capacity.

The scope of work under City Contract C-9625 called for: the installation of installation of new 24 inch and 30 inch waterlines in 67<sup>th</sup> Avenue through the intersection with Deer Valley Road. The work under C-9625 also included: tying these new waterlines in to existing 24 inch and 36 inch concrete lined steel cylinder pipe(s) in the area; the replacement of existing Zone 2 suction line valves; the addition of connections and piping between Zone 2 HRBPS and Zone 3 PPR; and the replacement of the existing Zone Split Valve. Achen-Gardner also performed exploratory excavations in the area of the waterline tie-ins during the design phase of the project to determine if additional work and the scope of services under the CMAR needed to be expanded. These exploratory excavations uncovered no additional concerns.

During the implementation of the scope of work under City Contract number is C-9625, however, a previously unknown leak on a fitting and connection between a 42 inch waterline and a 36 inch pipe was discovered. Because the water lines were already exposed and because the City desired to have future operational flexibility for the 42 inch pipeline, the City decided it would be more cost effective to address the leak and replace the connection by installing a new pipe section and valve as part of this project. This work was not contemplated or included in the original scope of services for the CMAR and is not covered by the GMP.

The work to be performed under this Amendment shall conform to the Layout drawing with notes provided by Wilson Engineers (Original Drawing dated May 26, 2015) and the Ameron submittal, as approved as corrected on August 20, 2015, and Exhibits B and C, all of which are attached hereto.

The compensation for the work performed pursuant to this Amendment shall not exceed **\$811,701.58**.

**EXHIBIT B – THE WORK**

**CONSTRUCTION MANAGER AT RISK FOR CITY OF GLENDALE  
DEER VALLEY ROAD & 67<sup>TH</sup> AVENUE WATERLINE IMPROVEMENTS  
COG PROJECT NO.: 121328  
ACHEN-GARDNER PROJECT NO.: 3362102**

**NOTE:** See following Exhibits:

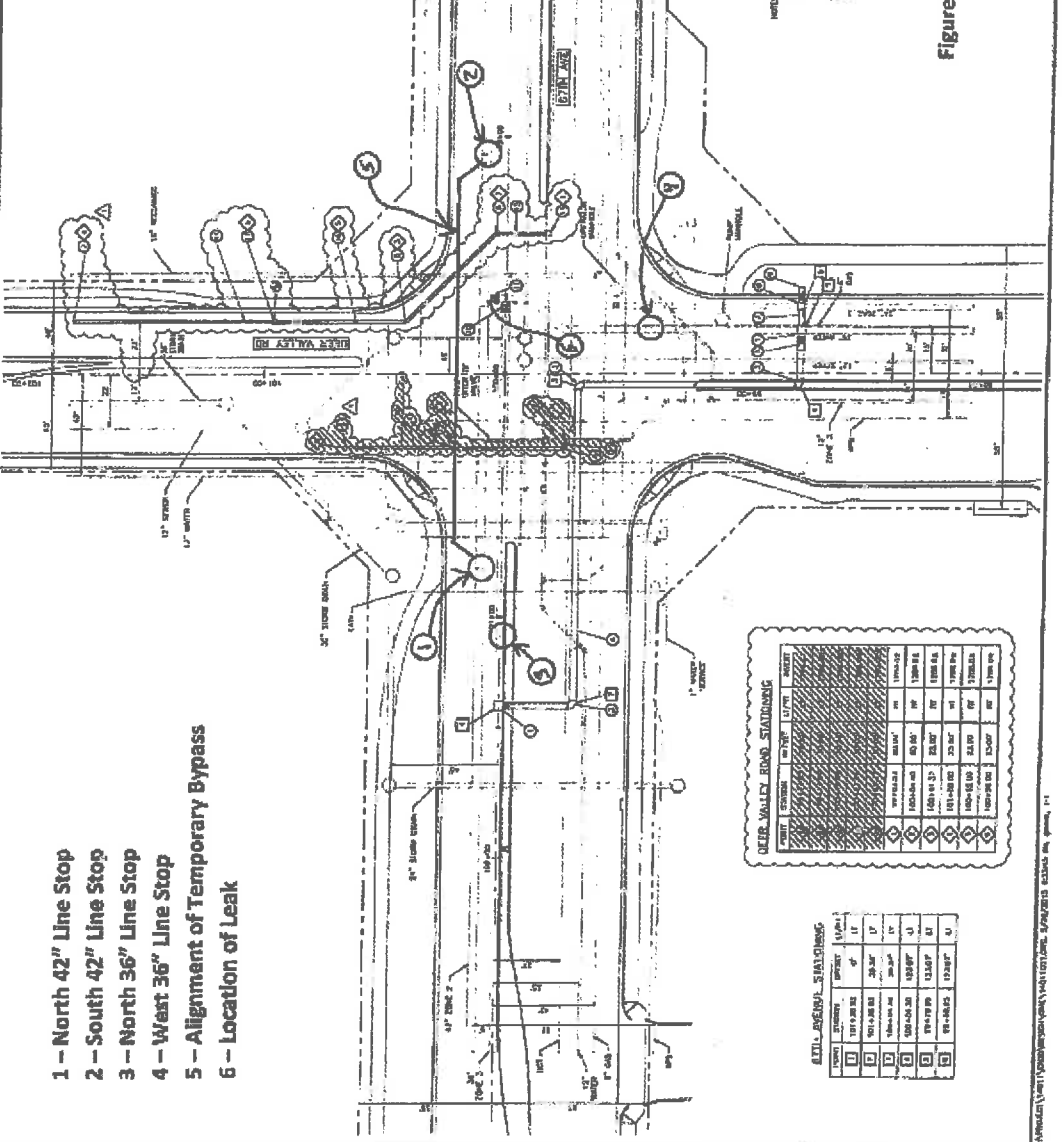
- Exhibit B1 – List of GMP Documents
- Exhibit B2 – Project Construction Phase Key Personnel

Project No.	10011
Project Name	2015 Project Site Plan
City	Morgan, Utah
Scale	AS SHOWN
Drawn by	[Signature]
Checked by	[Signature]
Approved by	[Signature]
Date	12/15/15



- KEYED NOTES**
- 1 - ALL NEW PIPES SHALL BE 15' MINIMUM DEPTH.
  - 2 - ALL EXISTING PIPES SHALL BE 12" MINIMUM DEPTH.
  - 3 - ALL EXISTING PIPES SHALL BE 12" MINIMUM DEPTH.
  - 4 - ALL EXISTING PIPES SHALL BE 12" MINIMUM DEPTH.
  - 5 - ALL EXISTING PIPES SHALL BE 12" MINIMUM DEPTH.
  - 6 - ALL EXISTING PIPES SHALL BE 12" MINIMUM DEPTH.

- KEYED NOTES**
- 1 - ALL NEW PIPES SHALL BE 15' MINIMUM DEPTH.
  - 2 - ALL EXISTING PIPES SHALL BE 12" MINIMUM DEPTH.
  - 3 - ALL EXISTING PIPES SHALL BE 12" MINIMUM DEPTH.
  - 4 - ALL EXISTING PIPES SHALL BE 12" MINIMUM DEPTH.
  - 5 - ALL EXISTING PIPES SHALL BE 12" MINIMUM DEPTH.
  - 6 - ALL EXISTING PIPES SHALL BE 12" MINIMUM DEPTH.



- 1 - North 42" Line Stop
- 2 - South 42" Line Stop
- 3 - North 36" Line Stop
- 4 - West 36" Line Stop
- 5 - Alignment of Temporary Bypass
- 6 - Location of Leak

**DEER VALLEY RING STATIONING**

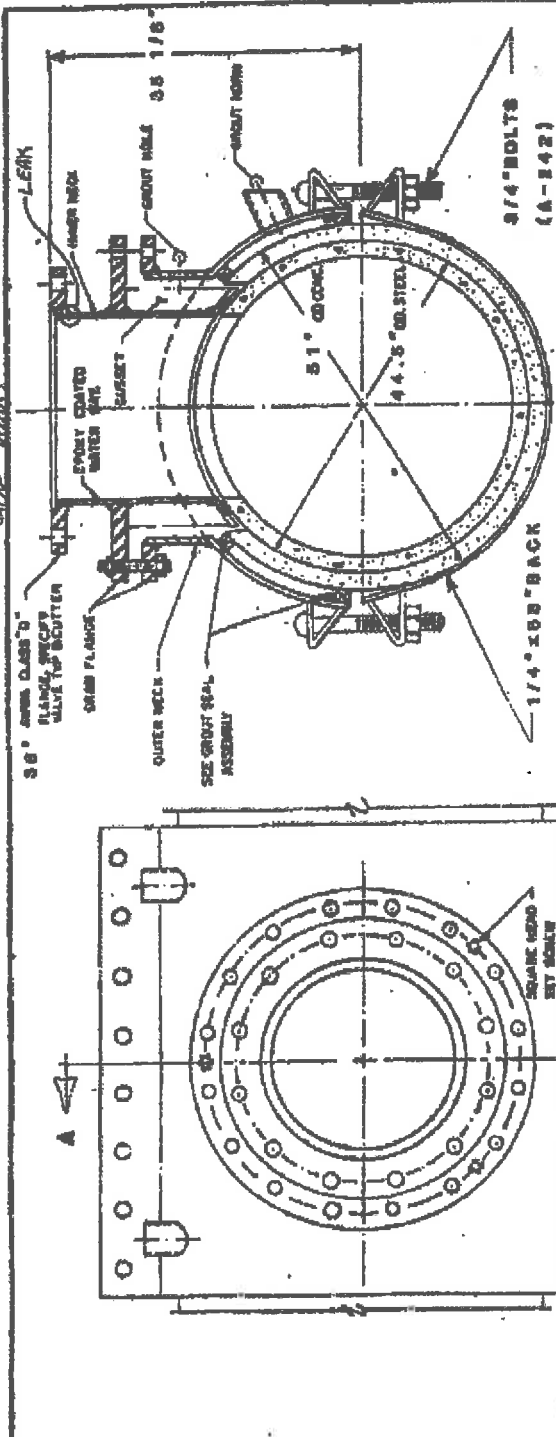
STATION	START	STOP	LENGTH	DIAMETER	DEPTH	DATE
1	10+00.00	10+10.00	10.00'	36"	15'	12/15/15
2	10+10.00	10+20.00	10.00'	36"	15'	12/15/15
3	10+20.00	10+30.00	10.00'	36"	15'	12/15/15
4	10+30.00	10+40.00	10.00'	36"	15'	12/15/15
5	10+40.00	10+50.00	10.00'	36"	15'	12/15/15
6	10+50.00	10+60.00	10.00'	36"	15'	12/15/15
7	10+60.00	10+70.00	10.00'	36"	15'	12/15/15
8	10+70.00	10+80.00	10.00'	36"	15'	12/15/15
9	10+80.00	10+90.00	10.00'	36"	15'	12/15/15
10	10+90.00	11+00.00	10.00'	36"	15'	12/15/15

**EATON RENEWABLE STATIONING**

STATION	START	STOP	LENGTH	DIAMETER	DEPTH	DATE
1	10+00.00	10+10.00	10.00'	36"	15'	12/15/15
2	10+10.00	10+20.00	10.00'	36"	15'	12/15/15
3	10+20.00	10+30.00	10.00'	36"	15'	12/15/15
4	10+30.00	10+40.00	10.00'	36"	15'	12/15/15
5	10+40.00	10+50.00	10.00'	36"	15'	12/15/15
6	10+50.00	10+60.00	10.00'	36"	15'	12/15/15
7	10+60.00	10+70.00	10.00'	36"	15'	12/15/15
8	10+70.00	10+80.00	10.00'	36"	15'	12/15/15
9	10+80.00	10+90.00	10.00'	36"	15'	12/15/15
10	10+90.00	11+00.00	10.00'	36"	15'	12/15/15

Figure 1 - 2015 Project Site Plan

*Close Valve*



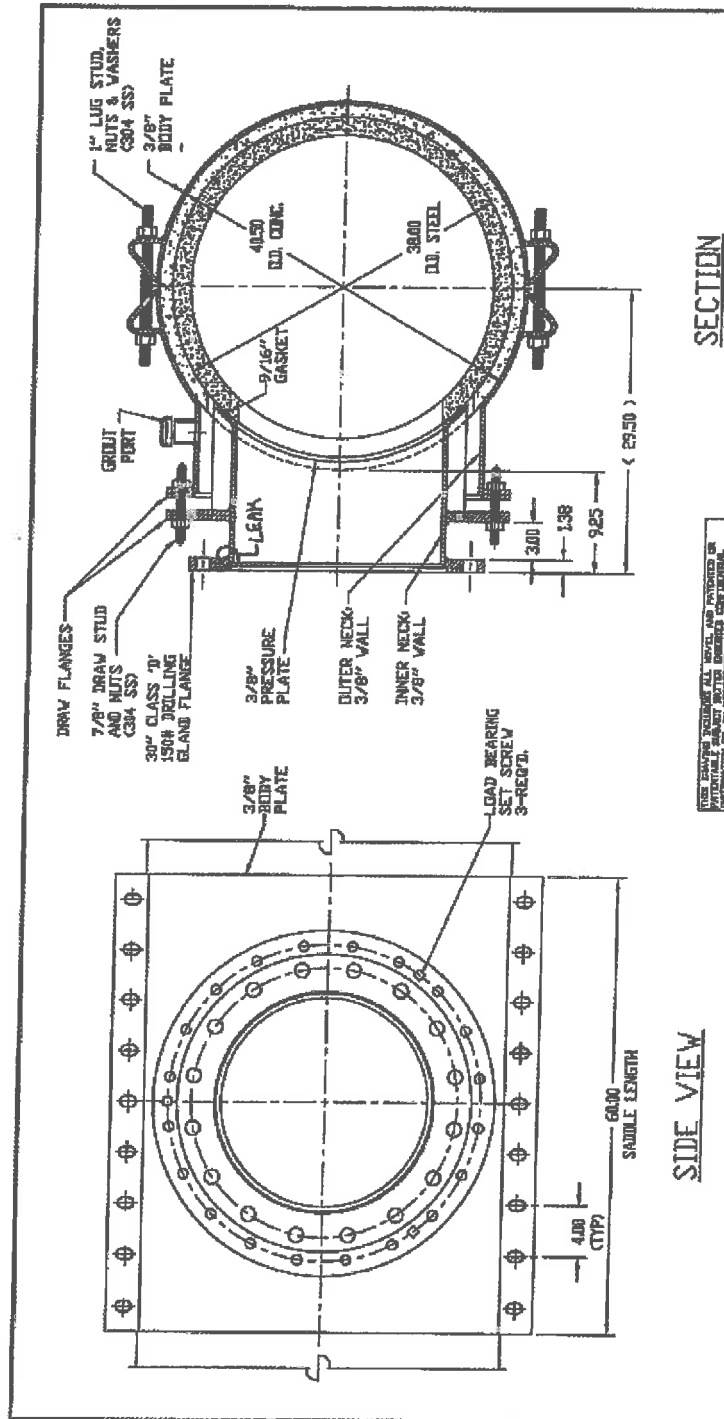
**SECTION A-A**

NOTE: MATERIAL AND FABRICATION PER APPLICABLE ASTM STANDARD.  
 FABRICATED IN ACCORDANCE WITH AMERICAN INSTITUTE OF STEEL  
 CONSTRUCTION MANUAL 8-8 AND AS RECOMMENDED BY  
 MANUFACTURERS OF CONCRETE PRESSURE PIPE.

425-Concrete Steel Cylinder Pipe Tapping Sleeve	
DESIGNER: NONE	CHECKED BY: DS
DATE: 8-1-88	
<b>JCM INDUSTRIES</b>	
415-42288	
REF: 88-10	

425-CONCRETE STEEL CYLINDER PIPE TAPPING SLEEVE

Figure 2 - 1988 Drawing of 42" Tapping Sleeve  
 Received from Pipeline Services



**SECTION**

**Figure 3 - 2015 Drawing of 36" Tapping Sleeve Installed in Current Project (Similar to existing 42")**

- NOTES:**
1. ALL WELDS PER AWS/AAS STDS.
  2. WORKING PRESSURE 150 PSI
  3. FINISH FUSION EPDM COAT
  4. FASTENERS: 304 SS
  5. STRAPS, STUDS, NUTS, WASHERS
  6. PIPE DIA'S TO BE VERIFIED

**SIDE VIEW**

THIS DRAWING INCLUDES ALL WELDS AND FASTENERS UNLESS OTHERWISE SPECIFIED. ALL WELDS SHALL BE PERFORMED BY A WELDER QUALIFIED TO THE WELDED JOINTS LISTED WITH THIS DRAWING. ALL WELDS SHALL BE CLEANED AND FINISHED TO THE WELDED JOINTS LISTED WITH THIS DRAWING. ALL WELDS SHALL BE FINISHED TO THE WELDED JOINTS LISTED WITH THIS DRAWING.

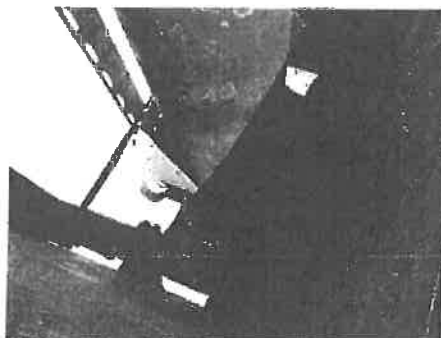
<b>JCM</b>		JCM INDUSTRIES, INC. WASH, TX	
TAPPING SLEEVE FOR CONCRETE STEEL CYLINDER PIPE		DESIGNED BY: [ ]	
415-36 X 30 TYPE 2 ESS		CHECKED BY: [ ]	
DATE: 1/7/15		SCALE: 1/4" = 1'-0"	
REVISED: [ ]		DRAWN BY: [ ]	
DATE: [ ]		PROJECT NO.: 428-01414	
BY: [ ]		SHEET NO.: [ ]	
CHECKED BY: [ ]		TOTAL SHEETS: [ ]	



Leak at 36" Flange on 42" Tapping Sleeve



Existing 42" Tapping Sleeve and new 36" Valve



42" Line Stop with 30" Bypass Flange





**SUBMITTAL REVIEW RESPONSE**  
**DEER VALLEY ROAD WATERLINE AT 67<sup>TH</sup> AVE.**  
**CITY OF GLENDALE PROJECT NO. 121328**  
**WILSON PROJECT NUMBER 14-011**

9633 South 48<sup>th</sup> Street, Ste 290  
 Phoenix, AZ, 85044  
 (480) 893-8860 Voice  
 (480) 893-8968 Fax  
 Wilson-Engineers.com

**DATE:** 08/20/2015

**TO:** Stephen Bacon  
 Achen Gardner Construction  
 550 S 79<sup>th</sup> Street  
 Chandler, Arizona 85226

**FROM:** Martin Willgohe  
 Wilson Engineers

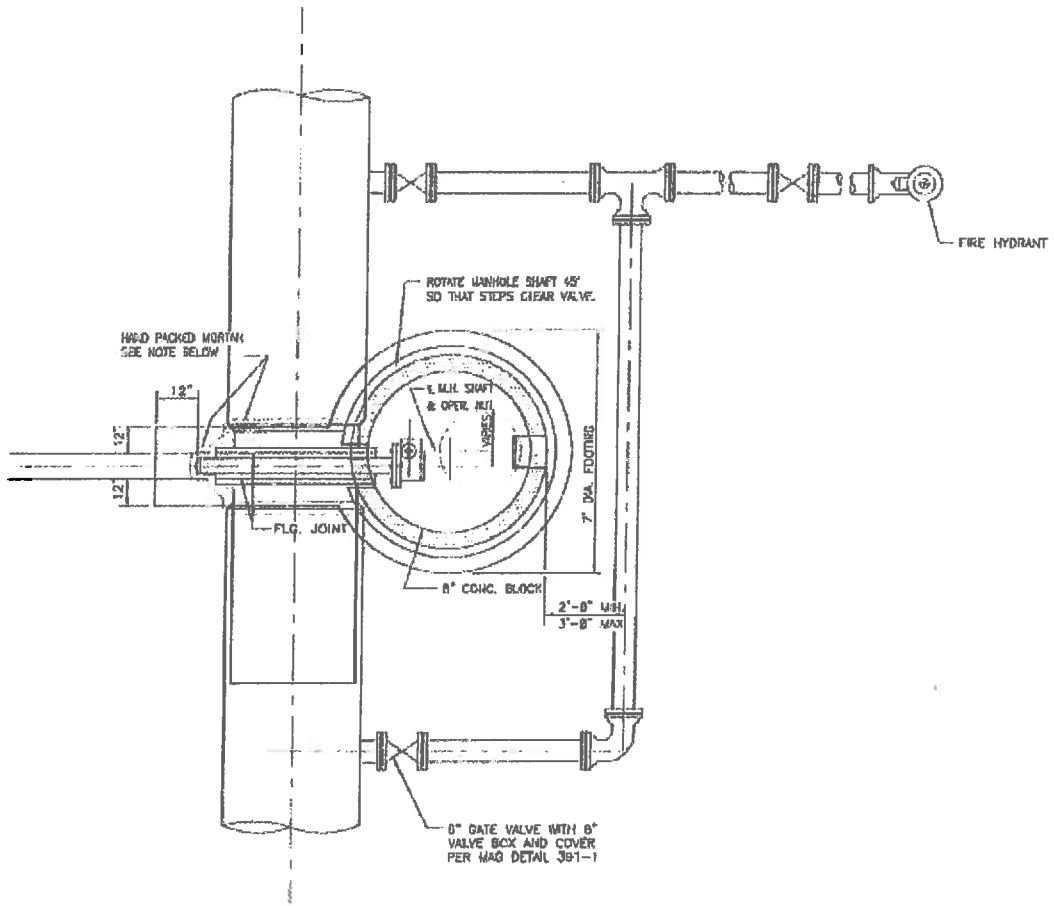
**SUBJECT:** Submittal Review  
 Ameron 32311 Submittal for 42" pipe repair  
**SUBMITTAL STATUS: APPROVED AS CORRECTED**  
 Date received by WILSON ENGINEERS: 08/18/2015

**Comments:**

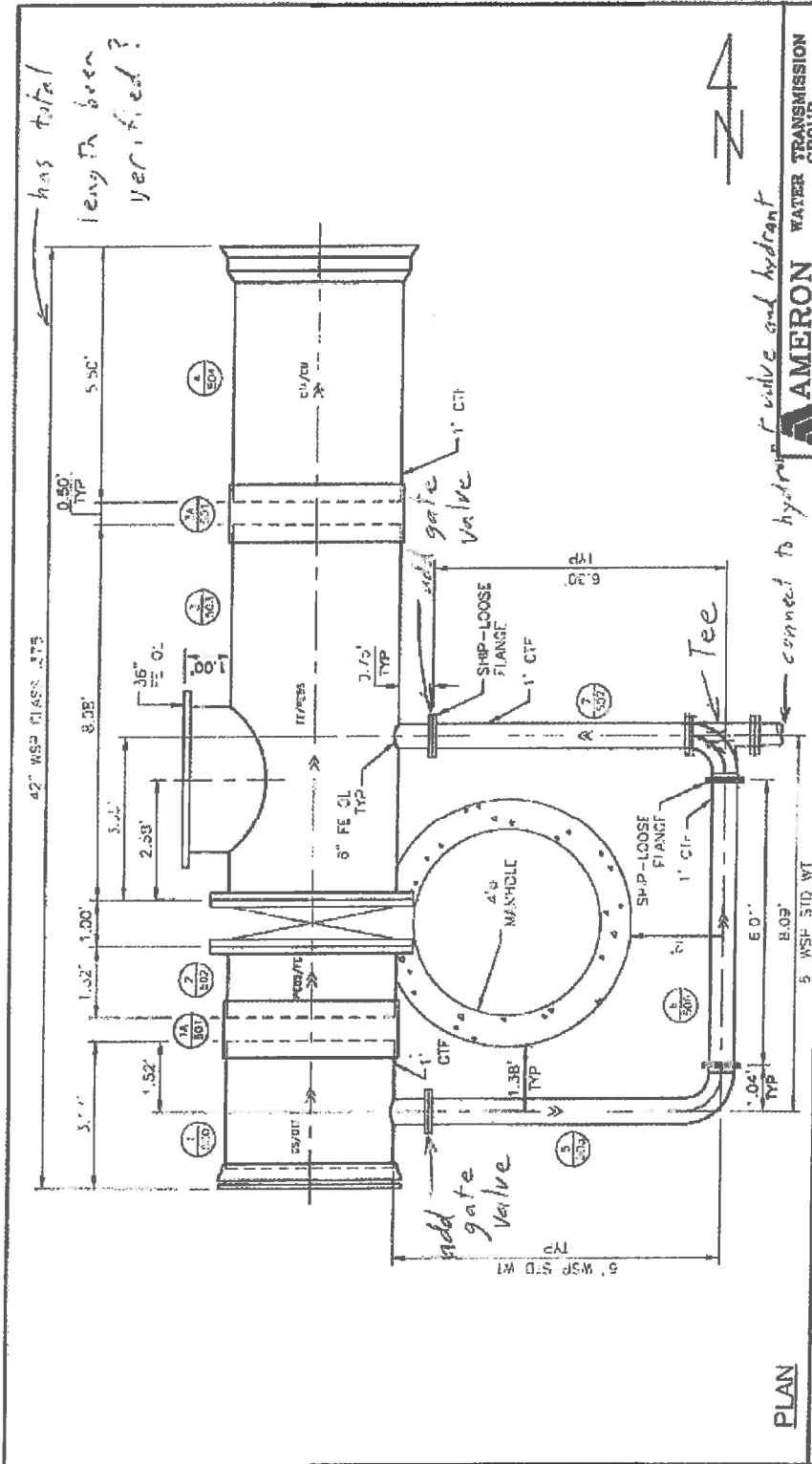
- 1) Unless the City has approved another layout, we assume the 6" bypass line will be connected to a hydrant as presented to the City in mid-July. A detail is attached along with redlines of the Ameron drawing. Install valves and fittings as needed to agree with the butterfly valve detail presented to the City in July.
- 2) Install dielectric isolation kits when connecting ductile iron valves or pipe to steel pipe.
- 3) Contractor shall verify the length of the 42" pipe to be replaced and that the 6" bypass will clear the manhole.

Martin Willgohe, P.E.

<input type="checkbox"/> APPROVED	Fabrication/Installation may be undertaken. Approval does not authorize changes to the Contract, Sum or Contract Time.
<input checked="" type="checkbox"/> APPROVED AS CORRECTED	
<input type="checkbox"/> REVISE AND RESUBMIT	Fabrication and/or installation MAY NOT be undertaken. In re-submitting, Email comments to Remo.m@wilson.com
<input type="checkbox"/> REJECTED	Submittal is not required for this item or provided for information only. Contract requirements should be followed in all cases.
<input type="checkbox"/> NO ACTION TAKEN	Review/Approval and/or has not been extended for any contractual obligations of the Engineer/Architect or Contractor.
<b>WILSON ENGINEERS</b>	
Date: 8/20/15	By: M.O.W.



PLAN VIEW



has total length been verified?

connected to hydrant valve and hydrant

PLAN

AMEIRON WATER TRANSMISSION GROUP  
 1. INDUSTRIAL WATER SERVICES COMPANY

DEER VALLEY & 67TH AVE - 42" PIPE  
 CITY OF GLENDALE

DRAWN	MG	08/17/15
CHECKED	MG	08/17/15
		32311
		30.0

SYMBOL	REVISION	DATE	BY	DWG SCALE: NOT TO SCALE

Preliminary: Aug 17, 2015

**EXHIBIT B2 – PROJECT CONSTRUCTION PHASE KEY PERSONNEL**

**CONSTRUCTION MANAGER AT RISK FOR CITY OF GLENDALE  
DEER VALLEY ROAD & 67<sup>TH</sup> AVENUE WATERLINE IMPROVEMENTS  
COG PROJECT NO.: 121328  
ACHEN-GARDNER PROJECT NO.: 3362102**

Achen-Gardner's Project key personnel for the construction phase are as follows:

Dan Broderick – Project Manager  
Mike Gewecke – Project Superintendent  
Mark Gierszewski – Project Assistant Superintendent

Project Team Construction Phase Support  
Dan Spitz – Design Phase Services Manager/Principal  
Andy Mortensen – Lead Estimator

**EXHIBIT C – GMP PROPOSAL SCHEDULE**

**CONSTRUCTION MANAGER AT RISK FOR CITY OF GLENDALE  
DEER VALLEY ROAD & 67<sup>TH</sup> AVENUE WATERLINE IMPROVEMENTS  
COG PROJECT NO.: 121328  
ACHEN-GARDNER PROJECT NO.: 3362102**

**NOTE:** See following Exhibits:

- Exhibit C1 – GMP Proposal Schedule Summary
- Exhibit C2 – GMP Schedule of Values
- Exhibit C3 – Bid Item Clarifications, Assumptions, Inclusions/Exclusions

**EXHIBIT C1 – GMP PROPOSAL SCHEDULE SUMMARY**

**CONSTRUCTION MANAGER AT RISK FOR CITY OF GLENDALE  
DEER VALLEY ROAD & 67<sup>TH</sup> AVENUE WATERLINE IMPROVEMENTS  
COG PROJECT NO.: 121328  
ACHEN-GARDNER PROJECT NO.: 3362102**

CONTRACTOR will complete the Work in accordance with the Construction Documents and accept in full payment for the Work items listed below the following GMP Approved Prices, as applicable:

Item	Percent	Not-to-Exceed Price (\$)
Cost of the Work	80.4%	652,780.00
General Conditions	4.1%	33,500.00
Bonds	0.9%	7,662.32
Insurance	1.4%	11,323.62
Sales Tax	4.7%	37,807.64
Contractors Fee	8.5%	68,628.00
OWNER Contingency *	0.0%	0.00
CONTRACTOR Contingency *	0.0%	0.00
<b>GMP</b>	<b>100%</b>	<b>811,701.58</b>
NOTE: Percentages are calculated based on the GMP Total.		

\* Owner Contingency and Contractor Contingency include standard mark-up and fee structure (ref. Exhibit C2 – SOV).

**Guaranteed Not-To-Exceed Maximum Price or GMP** (The sum of the computed totals listed in the GMP Proposal Schedule and detailed in CONTRACTOR's GMP Proposal dated September 23, 2014 and referenced in the GMP Exhibits in the Construction Contract):

\$ 811,701.58

**Eight -hundred eleven thousand, seven hundred-one dollars and fifty-eight cents.**

THE GMP PROPOSAL IS BASED UPON ESTIMATED QUANTITIES, UNIT PRICES, AND ALLOWANCES. IF THERE IS AN ERROR IN THE GMP PROPOSAL OR COMPUTED TOTALS BY THE CONTRACTOR IT SHALL BE CHANGED AND THE UNIT PRICES SHALL GOVERN.

OWNER shall pay CONTRACTOR for completion of the Work based on actual Measured Quantities and agreed to unit prices in accordance with the approved Schedule of Values (re: Proposal Exhibit C2). It is understood that these individual negotiated unit prices may include the cost associated with the risk of delivering the work in accordance with Section 5 (Construction Manager At Risk Agreement – Construction Contract) – Guaranteed Maximum Price and associated GMP Proposal Clarifications (re: Proposal Exhibit C3). CONTRACTOR is not responsible for the adequacy of OWNER Contingency Allowance amount.

**EXHIBIT C2 – GMP PROPOSAL SCHEDULE OF VALUES**

**CONSTRUCTION MANAGER AT RISK FOR CITY OF GLENDALE  
DEER VALLEY ROAD & 67<sup>TH</sup> AVENUE WATERLINE IMPROVEMENTS  
COG PROJECT NO.: 121328  
ACHEN-GARDNER PROJECT NO.: 3362100**

See following Schedule of Values Spreadsheet.



**City of Glendale**  
**Deer Valley Road & 67th Avenue Waterline Improvements**  
**COG Project No.: 121328**



**GMP Schedule of Values**

**Achen-Gardner Construction, LLC**

556 South 79th Street  
 Chandler, AZ 85226-4706

Office: (480) 940-1300 / Fax: (480) 940-4576

AGC Design Phase Job No:

AGC Construction Job No:

Date:

Rev 02

3362100

3362102

09/11/16

Item No.	Item Description	Unit	Option 4 (GMP)		
			Qty	Unit Price	Extension
<b>General Items</b>					
1	Mobilization	LS	1	18,600.00	18,600.00
2	General Conditions	MO	1	33,500.00	33,500.00
3	SWPPP	LS	1	2,400.00	2,400.00
4	Construction Survey & As-Built	LS	1	2,500.00	2,500.00
5	Quality Control Testing	LS	1	2,840.00	2,840.00
6	Traffic Control	MO	1	12,450.00	12,450.00
7	Variable Message Boards (4 EA)	EA/DY	120	45.00	5,400.00
8	Off Duty Police Officers (Allowance)	HR	420	60.00	25,200.00
9	Public Outreach	MO	2	4,000.00	6,000.00
10	Remove/Replace Sidewalk	SF	50.00	\$ 19.00	\$ 950.00
11	Verify O.D. of Existing Pipe for New Line Stops	EA	2.00	\$ 6,500.00	\$ 13,000.00
12	Install 42" Line Stops	EA	2.00	\$ 72,000.00	\$ 144,000.00
13	Reinstall 36" Line Stops	EA	2.00	\$ 55,000.00	\$ 110,000.00
14	Furnish/Install 42" Butterfly Valve	EA	1.00	\$ 48,900.00	\$ 48,900.00
15	Purchase 42" Custom Fabricated Fitting	EA	1.00	\$ 76,300.00	\$ 76,300.00
16	Install 42" Custom Fabricated Fitting and 6" bypass	LS	1.00	\$159,900.00	\$ 159,900.00
17	Remove/Replace Asphalt Paving	SY	150.00	\$ 57.00	\$ 8,550.00
18	Replace Traffic Loops	EA	3.00	\$ 1,200.00	\$ 3,600.00
19	Replace Pavement Markings	LS	1.00	\$ 1,500.00	\$ 1,500.00
20	Purchase Tapping Sleeve Bladder	LS	1.00	\$ 12,690.00	\$ 12,690.00
<b>Direct Cost</b>					<b>\$ 686,280.00</b>
<b>Markups</b>					
400	Construction Fee (OH&P)	%	10%		68,628.00
401	Insurances (Builder's Risk, General Liability, Auto Insurance, etc.)	%	1.5%		11,323.62
402	Payment and Performance Bonds	%	1%		7,662.32
403	Sales Tax (85% of 8.5%)	%	5.525%		42,757.64
404	Sales Tax Deduction (Qualifying Water Line Materials)	AL	1		(4,950.00)
<b>Subtotal Markups</b>					<b>125,421.58</b>
<b>Total Direct Cost w/ Markups</b>					<b>\$ 811,701.58</b>
<b>Contractor Contingency (Incl. Mark-ups)</b>					
500	Not Included (See GMP 1)	LS	1	-	-
<b>Subtotal Contractor Contingency</b>					<b>-</b>
<b>Total Direct Cost, Markups, &amp; Contractor Contingency</b>					<b>\$ 811,701.58</b>
<b>Owner Contingency (Incl. Mark-ups)</b>					
600	Not Included (See GMP 1)	LS	1	-	-
<b>Subtotal Owner Contingency</b>					<b>-</b>
<b>Total Direct Cost, Markups, &amp; Contingencies</b>					<b>\$ 811,701.58</b>



**EXHIBIT C3 – BID ITEM CLARIFICATIONS, ASSUMPTIONS, INCLUSIONS/EXCLUSIONS**

**CONSTRUCTION MANAGER AT RISK FOR CITY OF GLENDALE  
DEER VALLEY ROAD & 67<sup>TH</sup> AVENUE WATERLINE IMPROVEMENTS  
COG PROJECT NO.: 121328  
ACHEN-GARDNER PROJECT NO.: 3362102**

ITEM NO.	ASSUMPTION/COMMENT/CLARIFICATION/INCLUSIONS/EXCLUSIONS
General	GMP excludes all costs associated with removing, replacing, and/or relocating any existing buried and/or overhead utilities not detailed in the design documents and utilized to prepare this GMP Proposal. Achen-Gardner does accept responsibility for protecting any existing utilities properly located (i.e. Blue Stake) but not detailed on the Project Plans.
General	GMP excludes all costs associated with COG Permit and Plan Review Fees, City of Glendale Commercial Permits, QA (i.e. Inspection) Costs, Impact Fees, Utility Company Fees, and/or any other permit or fee not detailed.
1-20	Price excludes the removal and disposal of any hazardous materials.
6	Sidewalks and bike lanes will be maintained or detoured. One lane of traffic is to remain open in each direction. Temporary steel plates will be installed per MAG specifications and used for vehicle or pedestrian trench crossings as required. Bus stop access will be maintained but maybe relocated. Left turn restrictions if needed. Temporary traffic signals are not anticipated and will be paid for under Owner's Contingency if required.
6	Price assumes: that tracked equipment can be left on the street overnight; traffic control can be left up 24 hours per day; one northbound and one southbound lane open on 67 <sup>th</sup> Ave thru the intersection 24 hours per day; and full closure of East and West bound traffic on Deer Valley Road thru the intersection 24 hours per day.
14-16	Pressure test by visual inspection. Disinfection by swab method.
400 - 404	These CM@Risk Construction Mark Ups and Fees are set and will be applied to any Increases or decreases in the Project's Direct Costs and General Conditions resulting from approved additions and/or deletions to the Project Scope (ref: Contractor Contingency and Owner Contingency).
500	Estimate of Contractor Contingency has been set at \$0.00 the GMP 1 remaining contingency is to be utilized if needed as agreed upon by the City and Achen-Gardner for GMP 2.
600	Achen-Gardner does not guarantee the sufficiency of Owner Contingency. Work performed from Owner Contingency is subject to all applicable mark-ups (ref. Exhibit C2 – SOV). Mark-ups are included in the Owner Contingency amount.

**EXHIBIT D – PROJECT SCHEDULE**

**CONSTRUCTION MANAGER AT RISK FOR CITY OF GLENDALE  
DEER VALLEY ROAD & 67<sup>TH</sup> AVENUE WATERLINE IMPROVEMENTS  
COG PROJECT NO.: 121328  
ACHEN-GARDNER PROJECT NO.: 3362102**

**NOTE: See Attached Schedule which will be utilized as the Project Baseline Construction CPM Schedule.**



City of Glendale

Deer Valley Road & 67th Avenue  
Tapping Sleeve Repair

ID	Task Name	Duration	Start	Finish	Progress	Dependencies
1	Waterline Improvements	124 days	Mon 11/22/15	Tue 3/17/16		
2	Startup	85 days	Mon 11/22/15	Tue 3/17/16		1
3	Notice To Proceed	0 days	Mon 1/18/16	Mon 1/18/16		2
4	Verify Pipe O.D.'s & Valve Types	10 days	Mon 11/22/15	Fri 1/13/16		2
5	Procure Pipe & Fittings	35 days	Mon 11/16/15	Thu 1/7/16		2
6	Procure 42" Valves	35 days	Mon 11/16/15	Thu 1/7/16		2
7	Mobilization	5 days	Mon 1/11/16	Fri 1/15/16		2
8	Preconstruction Meeting	0 days	Mon 1/11/16	Mon 1/11/16		2
9	Construction	21 days	Mon 1/18/16	Mon 2/15/16		2
10	Install Temporary Line Slope	5 days	Mon 1/18/16	Fri 1/22/16		2
11	Install 42" Valve/Fabricated Fitting	10 days	Mon 1/25/16	Fri 2/5/16		2
12	Remove Temporary Line Slope	2 days	Mon 2/8/16	Tue 2/8/16		2
13	Replace Median / Curb & Gutter	2 days	Wed 2/10/16	Thu 2/11/16		2
14	Replace Asphalt Paving	1 day	Fri 2/12/16	Fri 2/12/16		2
15	Replace Pavement Markings	1 day	Mon 2/15/16	Mon 2/15/16		2
16	Closeout	2 days	Mon 2/15/16	Wed 2/17/16		2
17	Substantial Completion	0 days	Mon 2/15/16	Mon 2/15/16		2
18	Cleanup & Demob	2 days	Tue 2/16/16	Wed 2/17/16		2
19	Final Completion	0 days	Wed 2/17/16	Wed 2/17/16		2



Job No.: 3362101  
Date: Fri 9/11/15

Task Split Milestone Summary

Project Summary External Tasks External Milestones Inactive Task

Inactive Milestone Inactive Summary Manual Task Duration-only

Manual Summary Rollup Manual Summary Start-only Finish-only

Progress Deadline

Page 1 of 2



## Legislation Description

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**File #: 15-792, Version: 1**

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**AUTHORIZATION TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH WILSON ENGINEERS, LLC AND APPROVE THE ADDITIONAL EXPENDITURE OF FUNDS TO REPAIR AND IMPROVE THE 42-INCH WATER MAIN NEAR DEER VALLEY ROAD AND 67TH AVENUE**

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

### **Purpose and Recommended Action**

This is a request for City Council to authorize the Acting City Manager to amend the Professional Services Agreement (PSA) C-8882 with Wilson Engineers, LLC, to provide additional design and construction services to repair and improve the 42-inch water main near Deer Valley Road and 67<sup>th</sup> Avenue and approve the additional expenditure of funds in an amount not to exceed \$33,740.

### **Background**

The City water distribution system is an array of waterlines, valves, fire hydrants and pump stations and is configured into four (4) pressure zones to maximize delivery service to our customers. Zone 3 is the primary service area for Pyramid Peak Water Treatment Plant (PPWTP).

Moving water through the system is a key component in ensuring uninterrupted service and reliability. The Zone Three Water Supply Improvement project improves the redundancy of the system by giving the capability to move water from pressure Zone 2 into pressure Zone 3. The major component of the improvements is to the Hillcrest Ranch Booster Pump Station (HRBPS) near the intersection of 67<sup>th</sup> Ave. and Deer Valley Road. It serves to pump water from Zone 2 to Zone 3 in the event the Pyramid Peak Water Treatment Plant is off line or at a reduced capacity. During the construction it was determined that the 42-inch water main connection at the intersection was faulty and should be repaired. It was also determined that this was the best opportunity to make additional improvements.

### **Analysis**

The City entered into an agreement with Wilson Engineers, LLC to provide design and construction administration services for the construction phase work for the Zone Three Water Supply Improvement project. It is in the best interest of the city for Wilson Engineers, LLC to provide these services for the repair of the 42-inch water main.

This action will authorize the Acting City Manager to amend agreement C-8882 with Wilson Engineers, LLC to repair the 42-inch water main and approve the additional expenditure of funds.

### **Previous Related Council Action**

On January 13, 2015, Council approved a Construction Manager at Risk (CMAR) agreement with Achen-Gardner Construction, LLC for the construction phase of the Zone 3 water distribution system modifications.

On June 10, 2014, Council approved a Construction Manager at Risk (CMAR) agreement with Achen-Gardner Construction, LLC for design phase services during the final design phase with Wilson Engineers.

On April 22, 2014, Council approved a Professional Services Agreement with Wilson Engineers, LLC, to provide design and construction administration services for waterline improvements located near Deer Valley Road and 67th Avenue.

**Community Benefit/Public Involvement**

This water project will benefit the community by maintaining an uninterrupted water supply and enhance the reliability in the Zone Three (3) water service area.

**Budget and Financial Impacts**

Repair and improvements of the main was unplanned and not budgeted. Funding is available in the Water Services Contingency Budget.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$33,740</b>	<b>2400-61049-551200, Zone Three Water Supply Imp</b>

Capital Expense? Yes

Budgeted? No

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

Amendment No. 1 to the  
Agreement for Professional Services

Deer Valley Road Waterline Improvements Project

City Project No. 121328

This Amendment No. 1 to the Agreement for Professional Services for the Deer Valley Road Waterline Improvements Project ("Amendment No. 1") is made this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Glendale, an Arizona municipal corporation ("City") and Wilson Engineers, LLC, , an Arizona limited liability company ("Consultant").

RECITALS

- A. Consultant is currently under contract with the City on the above-referenced project; and
- B. Since the inception of the work, the scope and requirements have changed substantially and cannot be expanded or corrected through change orders or change directives; and
- C. The changes in the Scope of Work will benefit the City; and
- D. Expanding the Scope of Work (attached Amended Exhibit B) under the original Agreement will allow the work to be completed under the appropriate professional standards and represents a cost savings to the City.

AGREEMENT

The original Agreement for Professional Services for Project No. "121328" is amended as follows:

Section 4. Additional compensation for the change in the Scope of Work will not exceed \$33,740.00 as specifically detailed in the attached Amended Exhibit D (time and materials).

Section 15. The following Amended Exhibits are incorporated by reference as though fully set forth in this Amendment:

Amended Exhibit B  
Amended Exhibit D

Scope of Work  
Compensation

All other terms and conditions not amended by this writing remain unchanged and enforceable as found in the original Agreement C-8882 currently on file in the Office of the City Clerk, City of Glendale.

“City”:

CITY OF GLENDALE, an Arizona  
municipal corporation

---

Richard A. Bowers, Acting City Manager

ATTEST:

---

Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

---

Michael D. Bailey, City Attorney

“Consultant”

Wilson Engineers, LLC  
An Arizona limited liability company,

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Stephen Todd, Principal

**PROFESSIONAL SERVICES AGREEMENT -- AMENDED EXHIBIT B  
SCOPE OF WORK**



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## Exhibit B

### City of Glendale Deer Valley Road Waterline Improvements Project Project Number 121328 Amendment No. 1

#### SCOPE OF ENGINEERING SERVICES

This Exhibit describes the scope of services and the responsibilities of the Engineer in connection with the design and construction phase requirements of the 42" waterline repairs to be performed as part of the Deer Valley Road Waterline Project.

##### *Specific Project Objectives:*

The following summarizes the major items to be added to this project:

- Identify and review alternatives to repair the leak identified on the existing 42" by 36" tapping sleeve on the 42" Zone 2 waterline.
- Coordination with the City and the CMAR to develop the planned rehabilitation method to repair the leaking tapping sleeve.
- Provide construction phase services during the construction activities to repair the existing tapping sleeve.

#### Task Series 100 – Project Management Services During Design

##### Task 101 - Manage Sub-Consultants

The Engineer will select and secure services of those firms providing specific or specialized services for the Project as accepted by the City in the Engineer's fee proposal as shown in the Expense Summary. The Engineer will prepare the scope of services performed by each sub-consultant and monitor the sub-consultant's work for timeliness and that it meets Project requirements. The Engineer will coordinate and incorporate the information prepared by the sub-consultant(s) into the Project construction documents.

##### Task 102 - Conduct Meetings

The Engineer will conduct meetings and/or workshops with City staff to discuss specific technical aspects of the design; progress in the development of the design, drawings, and specifications; and related issues that may affect Project results. The meetings or workshops will consist of the following:

- 
- Monthly progress meetings with City management staff;
  - Scheduled review meetings/workshops with City engineering and operations staff;

The Engineer will prepare and distribute meeting agenda and document meeting results for each meeting and workshop.

#### Task 103 – Project Schedule

The Consultant shall update the schedule monthly to keep it current showing comparison with the Baseline/Target schedule. The updated schedule report shall be submitted with the monthly invoice.

#### Task 104 - Invoices

The Consultant shall submit a projection of monthly project billings with the fee proposal. The projected billings will be consistent with the project tasks, the project schedule, and the fee proposal. The City will provide the format for invoices. Projected invoices, with progress and status reports will be delivered to the City's Project Manager no later than the 25<sup>th</sup> day of the month. The invoices will be consistent with the project tasks, project schedule, fee proposal, and projected billings. The invoice will identify the contract number and include the amount of each work task and man-hour level of effort and consultant service identified in the approved fee proposal for a current billing cycle, previously billed and remaining. Both based on hours and amount. The percent complete shall be determined by the project schedule, tasks, and fee proposal per tasks. The total invoice submitted shall be less than or equal to the report that details the task percent complete with the associated cost. The invoice will show the amounts previously billed the amount due for the current period, the project balance and the percent complete per tasks.

#### Task 105 - Cash Flow

The quarterly cash flow schedule will provide information to the City regarding future funds needed to complete the project. It is the responsibility of the Consultant to submit the project life cycle cash flow spreadsheet on a quarterly basis. Non-response to this requirement could delay payments to the Consultant.

The Consultant will collect or estimate the cash flow information from all the parties involved with the project (e.g., design consultants, engineers, construction contractors, etc.) and will combine this information using the Excel four (4) page workbook provided to the Consultant by the city. The Consultant will need to obtain the cash flow information from the Contractor and coordinate this information into the overall cash flow information after the construction contract is awarded. The Consultant will complete the applicable four (4)-page worksheet and send it electronically to Gloria Olaya ([golaya@glendaleaz.com](mailto:golaya@glendaleaz.com)) with the Engineering Department, Shuang Huang ([shuang@glendaleaz.com](mailto:shuang@glendaleaz.com)) with Water Services, and copy the Project Manager. To request an electronic form, address requests to the above. To request by telephone, call 623-930-3630.

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## **Task Series 200 - Preliminary Design Services**

### **Task 201 - Prepare Preliminary Design**

The Engineer will identify and present alternative repair approaches to the City and the CMAR. Materials will be presented to convey information about the Project's overall approach and configuration to the City and other Project stakeholders. These drawings are not intended for construction.

### **Task 202 – Review CMAR's Opinion of Probable Cost for Construction**

The Engineer will review the CMAR's opinion of construction cost from the Preliminary Design and the CMAR's final GMP.

## **Task Series 300 - Permit, Regulatory and Safety Considerations (Not Included)**

## **Task Series 400 - Design Development**

### **Task 401 - Sixty Percent (60%) Progress Submittal (Not Included)**

### **Task 402 - Ninety Percent (90%) Progress Submittal (Not Included)**

### **Task 403 - Final (100%) Submittal**

All comments received from the preliminary repair approach will be incorporated and a final drawing prepared showing the repair approach to be implemented.

### **Task 404 – Opinions of Construction Cost (Not Included)**

## **Task Series 500 – CMAR Coordination**

### **Task 501 – Response to Bidder Questions/Prepare Addenda**

The Engineer will respond to inquiries from the Contractor regarding the design documents. All questions and responses will be documented.

### **Task 502 – CMAR Coordination**

The Engineer will coordinate as necessary with the CMAR Contractor through the implementation of the repair activities.

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## **Task Series 600 – Allowances**

### Task 601 – Geotechnical Services (Not Included)

### Task 602 – Survey Services (Not Included)

### Task 603 – Pothole Services (Not Included)

### Task 604 – MCESD Permit Fees (Not Included)

### Task 605 – Construction Phase Services

Upon acceptance of the contract award for the construction of the repairs to the 42” waterline, the Consultant shall provide construction administration services. The services may include, but are not necessarily limited to, the following:

1. Preconstruction Conference: Conduct a preconstruction conference with the Contractor, the City and other interested parties prior to issuance of the Notice to Proceed.
2. Quality Acceptance: The Consultant shall provide quality acceptance services to perform inspection and acceptance testing for all items of work required by the contract documents. The Consultant shall monitor construction for compliance with the project plans and specifications.

The Consultant shall provide an on-site representative to observe on-site activities. The on-site representative shall be available for a minimum of 30 percent of the contract construction period. The on-site representative shall visit the project site during the course of critical construction activities, but not less than two times per week, depending on the status of work per the Contractor’s construction schedule.

The Consultant shall bring any deficiencies in the work or materials to the attention of the City and Contractor. Reports of these deficiencies shall be forwarded to the City Project Manager for review. The Consultant will resolve any construction-related problems, conflicts or discrepancies, and will recommend remedial actions, but shall take no action without the prior approval of the City Project Manager.

3. Construction Schedule Review: The Consultant shall review the construction schedule with particular emphasis on assuring that reasonable time allowances have been made for the work required. The Consultant shall observe construction progress and maintain and issue a monthly construction observation report.

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The Consultant will prepare a "Contractor Schedule Review" statement and submit it to the City Project Manager. All updated schedules must be reviewed and approved prior to issuance of monthly progress payments to the Contractor. The Consultant shall initiate any required correspondence necessary to assure the Contractor remains on schedule.

4. Schedule Review and Utility Coordination: The Consultant shall review the Contractor's schedule with particular emphasis on insuring that reasonable time allowances have been made for work required by the various utility companies, prior to approval. The Consultant will assist in the resolution of any utility conflicts discovered. The consultant shall initiate any required correspondence to insure that the Contractor remains on schedule.
5. Coordination of Submittal Reviews: The Consultant shall review the contract documents, prepare a list of all required submittals, and provide the schedule to the Contractor. The Consultant shall maintain a submittal log and coordinate all reviews and any necessary resubmittals.
6. Shop Drawing Review: The Consultant shall review and approve all shop drawings. The Consultant will advise the Contractor before the commencement of any work requiring a shop drawing or sample submission if the submission has not been accepted by Consultant.
7. Conduct Project Meetings: The Consultant shall conduct construction project meetings, prepare an agenda and minutes of the meeting, and distribute to all attendees.
8. Payments: Review the Contractor's initial and updated schedule of estimated monthly payments and advise the City as to acceptability. Review the Contractor's monthly payment requests, and forward to the City for final approval and processing. The Consultant's review shall be for the purpose of making an independent opinion of work completed and mathematical check of the Contractor's payment request. Consultant is responsible for verifying the quantities of work which are the basis of the payment requests. The final monthly pay requests will be approved and processed by the City.
9. Requests for Information: Interpret construction contract documents and respond when requested by the City or Contractor.
10. Change Order Requests: The Consultant shall review and make recommendations on all change order requests from the Contractor. Provide documentation and administer the processing of change orders, including applications for extension of construction time. Evaluate the cost and scheduling aspects of all change orders and, where necessary, negotiate with the Contractor to obtain a fair price for the work. No change order shall be implemented without the prior approval of the City. If requested by the City, the Consultant shall prepare all necessary documents and submittals for City Council approval.
11. Materials Testing: Materials testing will be the responsibility of the contractor. However, the Consultant shall evaluate and report on tests and test analyses for materials, including

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concrete, pipe, soil, soil compaction, asphalt, and any other subjects that may be required by the specifications and good construction practices.

12. Substantial Completion: Upon substantial completion, inspect the construction work and prepare a punch-list of those items to be completed or corrected before final completion of the project. Submit results of the inspection to the City and the Contractor.
13. Final Inspection and Payment: The Consultant will maintain a running deficiency list during the course of the project and keep the Contractor informed as to its current status. The Consultant will conduct, with the assistance of the City, a final inspection and prepare a final punch list, including all items remaining on the deficiency list, as well as any additional items discovered during the final inspection. Subsequent inspections should be anticipated in order to insure completion of all identified deficient items.
14. Project Closeout: The Consultant will compile a list of required final submittals, including, but not necessarily limited to: record drawings, warranty and guarantee documents, lien waivers, product manuals, maintenance and operation manuals, and any spare parts and training required to be provided by the Contractor. The Consultant shall review the project closeout documents for final approval.
  - As-Built Drawings: The Consultant shall prepare record as-built drawings of the completed work based upon markups from the Contractor's record drawings and deliver the drawings to the City upon completion of the work. The Consultant will provide one set of record drawings on bond paper and on a computer disk in the appropriate format of ACAD approved by the City. The Consultant will provide a second set of record drawings on a computer disk in PDF format. Each drawing sheet shall be presented as a separate PDF file and shall include the seal and signature of the engineer of record. The seal and signature of the engineer of record is not required on the computer disk with the ACAD file.

The RECORD DRAWING signature block on the cover sheet must be filled out and signed by the appropriate responsible party.

END OF DOCUMENT

**PROFESSIONAL SERVICES AGREEMENT – AMENDED EXHIBIT D**

**COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

Original Contract – Hourly Rates plus Allowable Reimbursable Expenses  
Amendment 1 – Hourly Rates plus Allowable Reimbursable Expenses

**DETAILED PROJECT COMPENSATION**

Original Contract Amount	\$ 185,732.00
Amendment No. 1 (See Attached Breakdown)	\$ 33,740.00
Total Professional Services Fee	<u>\$ 219,472.00</u>

**EXHIBIT D**  
**City of Glendale**  
**Deer Valley Road Waterline Improvements**  
**City Project Number 121328**  
**Amendment No. 1**

**COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

Compensation shall be hourly rates plus allowable reimbursable expenses.

**NOT-TO-EXCEED AMOUNT**

The total amount of compensation paid to Wilson Engineers for full completion of all work required by the Project during the entire term of the Project must not exceed \$33,740.00.

**DETAILED PROJECT COMPENSATION**

<b>TASK</b>	<b>TASK HOURS</b>	<b>COST</b>
Task 100 - Project Management	32	\$ 5,500.00
Task 200 - Preliminary Design	4	\$ 5,800.00
Task 300 - Permit, regulatory and Safety	NA	-----
Task 400 - Design Development	38	\$ 4,460.00
Task 500 - CMAR Coordination	44	\$ 5,740.00
Task 600 - Construction Administration	100	\$ 12,240.00
<b>TOTAL PROJECT COST:</b>		<b>\$ 33,740.00</b>





Legislation Description

**File #: 15-781, Version: 1**

**EXPENDITURE AUTHORIZATION FOR THE PURCHASE OF BULLET RESISTANT GLASS LAMINATE FROM CLEAR ARMOR, LLC FOR THE GLENDALE POLICE DEPARTMENT**

Staff Contact: Debora Black, 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 \$63,000 for the purchase of bullet resistant glass laminate from Clear Armor, LLC for the Glendale Police Department (GPD).

**Background**

Bullet resistant glass laminate is a window film that transforms normal window glass into high threat protection glass. Bullet resistant glass laminate can be installed on regular glass windows, strengthening and making the windows blast resistant, weather resistant, chemical resistant, and providing small firearm resistance. This method of hardening the glass is the only method that does not include replacing the regular glass with bulletproof glass. Clear Armor, LLC utilizes an industry-leading nanotechnology, which converts ordinary glass into a protective armor that is impact, burglar, fire, blast, hurricane and bullet resistant, while meeting or exceeding industry testing standards for these threats. Within the current law enforcement environment, the potential exists for violence in the workplace. The GPD has identified a need for bullet resistant glass laminate on the public access windows in four Police Department buildings as an appropriate step to protect public safety employees.

**Analysis**

Clear Armor, LLC is the only company that offers this cost effective approach to providing increased protection. Although the company is not identified as a sole source company, there are no competitors that are able to offer the identical product, demonstration, application, and guarantee. A Special Procurement Purchase Request form has been submitted and approved by the Purchasing and Materials Manager.

**Budget and Financial Impacts**

With no existing budget for this type of building enhancement, the use of RICO funds has been identified as an appropriate funding source for this purchase.

Cost	Fund-Department-Account
\$63,000	1860-32030-518200, State RICO

Capital Expense? No

Budgeted? No

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?



## Legislation Description

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**File #: 15-782, Version: 1**

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**AUTHORIZATION TO PURCHASE LAPTOPS AND TABLETS WITH THE ASSOCIATED EQUIPMENT AND SERVICES FROM PCS MOBILE, AUTHORIZED RESELLER OF PANASONIC CORPORATION OF NORTH AMERICA, UTILIZING A CITY OF TUCSON COOPERATIVE PURCHASING CONTRACT**

Staff Contact: Debora Black, Police Chief

### **Purpose and Recommended Action**

This is a request for City Council to authorize the purchase of ten (10) ruggedized laptop computers and two (2) ruggedized tablets with the associated equipment and services from PCS Mobile for the Glendale Police Department (GPD) in an amount not to exceed \$59,000. 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, 2016. The purchase will be made from PCS Mobile, an authorized reseller of Panasonic Corporation of North America.

### **Background**

Mobile data computers (MDCs) have been utilized by GPD 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 police stakeout, officers rely on computer-equipped vehicles to serve as their mobile command centers.

On October 13, 2015, Council authorized the acceptance of a Fiscal Year 2015 grant award from the Department of Justice, Office of Justice Programs, for the Edward Byrne Memorial JAG project. As part of the grant proposal, ten (10) ruggedized laptop computers, two (2) ruggedized tablets, and the associated equipment and services, including licensing, maintenance, data services, warranties and docking stations, will be purchased with awarded grant funds. These laptop computers and tablets will be used by sworn personnel and will allow officers in the field to utilize *ShotSpotter* technology and expand the investigation of gun violence while on scene.

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. 9, to Contract No. 120471, on February 18, 2015, exercising its option to renew the contract for the period of August 1, 2015 through July 31, 2016.

### **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.

If Council approves the recommended action, utilizing the cooperative purchasing contract will ensure the best pricing for the purchase of the software. Staff is recommending Council authorize the purchase of ten (10) ruggedized laptop computers, two (2) ruggedized tablets, and the associated equipment and services from PCS Mobile, authorized reseller dictated by Panasonic Corporation of North American, in a total amount not to exceed \$59,000.

**Previous Related Council Action**

On October 13, 2015, Council adopted a resolution authorizing the City Manager to accept a Fiscal Year 2015 grant award on behalf of the Glendale Police Department in the approximate amount of \$85,149 and enter into agreement 2015-DJ-BX-0835 with the Department of Justice, Office of Justice Programs, for the Glendale Police Department Edward Byrne Memorial JAG Project.

On April 28, 2015, Council authorized the City Manager to enter into a linking agreement with Panasonic Corporation of North America and approved the purchase of 17 MDCs from authorized reseller PCS Mobile, utilizing the City of Tucson purchasing cooperative contract.

**Budget and Financial Impacts**

If Council approves the recommended action, the purchase will be made utilizing the awarded grant funds.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$59,000</b>	<b>1840-33233-521000, FY2015 JAG</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?



**Proposal: PROPOSAL-14455/1**  
For: Glendale Police Dept

<b>Corporate Headquarters</b> 1200 W Mississippi Ave Denver, CO 80223 Phone: 888.836.7841 Email: <a href="mailto:sales@pcsmobile.com">sales@pcsmobile.com</a>	<b>Print Date:</b> 10/21/2015 01:49 PM <b>Proposal Valid Date:</b> 12/31/2015 01:50 PM  <b>Inside Sales Rep:</b> Emily Brittin <b>Email:</b> emilyb@pcsmobile.com <b>Phone:</b> 303-552-3976 <b>Fax:</b> 303-346-4274  <b>Salesperson:</b> Dan Allen <b>Email:</b> dana@pcsmobile.com <b>Proposal Created By:</b> Emily Brittin
<b>Customer:</b> Glendale Police Dept 6835 N. 57th Drive  Glendale, AZ 85301-3218	

## Proposal

Customer	Requested By	F.O.B.	Terms	Contract
	Kent Stregge	Origination	Net 30 Days	NIPA CNR-04540-V37T - 120471

Line	Item Number	Description	Price	List Price	Quantity	Subtotal
1	CF-54C5508CM	Win7 (Win8.1 Pro COA), Intel Core i5-5300U 2.30GHz, vPro, 14.0 in FHD, Gloved Multi Touch, 256GB SSD, 8GB(4+4), Intel WiFi a/b/g/n/ac, TPM, Bluetooth, 4G LTE Multi Carrier (EM7355), Dual Pass (Upper:WWAN/Lower:GPS), GPS, Contactless Smartcard/NFC, Emissive Backlit Keyboard, Toughbook Preferred 3 Year Warranty	\$3,483.00	\$4,139.00	10.00	\$34,830.00
2	CF-SVCLTEXT2Y	PANASONIC TOUGHBOOK TWO YEAR WARRANTY EXTENSION (YRS 4&5)	\$329.00	\$420.00	10.00	\$3,290.00
3	DS-PAN-422-2	Havis Docking Station with Dual High-Gain Antenna and Power Supply for Panasonic's Toughbook 54 Rugged Laptop	\$811.00	\$1,300.78	9.00	\$7,299.00
4	CF-AA5713AM	AC Adaptor for CF-31mk1 and CF-52mk3	\$75.25	\$87.00	2.00	\$150.50
5	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 Drive, Toughbook Preferred 3 Year Warranty	\$2,496.00	\$3,299.00	2.00	\$4,992.00
6	FZ-SVCTPEXT2Y	Extended Warranty - Toughpad PC (Years 4 & 5)	\$270.00	\$295.00	2.00	\$540.00
7	FZ-VEBG11U	Desktop cradle for FZ-G1	\$322.62	\$380.00	2.00	\$645.24
8	CF-AA6413CM	3 Prong AC Adapter for G1 Cradle	\$67.92	\$80.00	2.00	\$135.84
9	CF-VEB541AU	Desktop Port Replicator for CF-54	\$305.00	\$360.00	2.00	\$610.00
10	10NMWP100	NetMotion Mobility - Windows Device License Includes: * Policy Module	\$202.84	\$210.00	12.00	\$2,434.08

11	10NMX20	Mobility Premium Software Maintenance -3 year	\$389.00	\$393.18	1.00	\$389.00
					<i>Total</i>	\$55,315.66
		Estimated Tax 6.3%			6.3%	\$3,484.89
					<i>Total</i>	\$58,800.55

**Notes**

## 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, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
(520) 837-4105  
ISSUE DATE: FEBRUARY 5, 2015

CONTRACT NO.: 120471  
CONTRACT AMENDMENT NO.: NINE (9)  
PAGE 1 of 1  
SA  
CONTRACT OFFICER: LLOYD WINDLE

THIS CONTRACT IS AMENDED AS FOLLOWS:

## PANASONIC SOLUTIONS

1. Pursuant to Contract No. 120471, Special Terms and Conditions, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of August 1, 2015 through July 31, 2016.

**ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.**

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF  
AND UNDERSTANDING OF THE ABOVE AMENDMENT.

  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Donald W. Szczepaniak  
Typed Name and Title  
Panasonic System Communications Company of North America  
Division of Panasonic Corporation of North America  
Company Name

Two Riverfront Plaza

Address  
contracts@us.panasonic.com

Newark NJ 0710  
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT  
IS HEREBY EXECUTED THIS 18<sup>th</sup> DAY  
OF February, 2015, AT TUCSON, ARIZONA.

  
As Director of Procurement and not personally



# 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

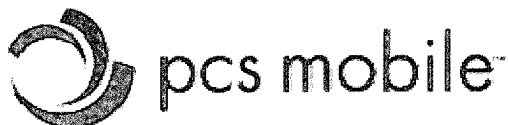
Title: Vice President

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 #: 15-789, Version: 1**

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**AUTHORIZATION TO PURCHASE DRAGON NATURALLYSPEAKING SOFTWARE FROM SHI INTERNATIONAL CORP UTILIZING A STATE OF ARIZONA COOPERATIVE PURCHASING CONTRACT**

Staff Contact: Debora Black, Police Chief

**Purpose and Recommended Action**

This is a request for City Council to authorize the purchase of Dragon NaturallySpeaking software from SHI International Corp for the Glendale Police Department in an amount not to exceed \$86,574.60. This cooperative purchase is available through an agreement between the State of Arizona and SHI International Corp (Contract No. ADSP011-007500) and is effective through June 2, 2016.

**Background**

Dragon NaturallySpeaking (DNS) is speech-to-text software that provides an effective solution for police report dictation and license plate queries by officers in the field. DNS software saves time and resources by providing police officers with the ability to dictate reports and field interviews for immediate entry into the system. The software allows for edits and/or corrections, to ensure report accuracy and clarity prior to submission for supervisory review. DNS software further enables officers to use speech to enter license plate numbers for registration and criminal queries while driving, improving safety. Additionally, ergonomic improvement is seen through reduced typing and hands-free report writing.

A limited amount of DNS software licenses and equipment was purchased in April 2015 for use in a pilot program. The pilot program introduced DNS to a select group of Glendale Police Department (GPD) patrol officers to assess the viability of the software. The pilot program yielded successful results and the additional licenses and equipment to outfit all GPD patrol officers, in an amount exceeding \$50,000, is now being requested.

SHI International Corp has a contract with the Arizona Department of Administration State Procurement Office (ADOA-SPO) under contract number ADSP011-007500. The ADOA-SPO serves as the central procurement authority for the State of Arizona. The city participates in a purchasing cooperative agreement with ADOA-SPO through a Council authorized (Resolution No. 4681 New Series) agreement (C-8475). If Council approves the recommended action, utilizing the cooperative contract will ensure the best pricing for the purchase. Materials Management and the City Attorney's Office has reviewed and approved the use of the cooperative contract and a current linking agreement (C9179) with SHI International Corp is currently on file with the City of Glendale Clerk Department.

**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.

If Council approves the recommended action, utilizing the cooperative purchasing contract will ensure the best pricing for the purchase of the software. Staff is recommending Council authorize the purchase of Dragon NaturallySpeaking software from SHI International Corp for the Glendale Police Department in an amount not to exceed \$86,574.60.

**Budget and Financial Impacts**

The majority of the funds necessary for this purchase are available through the 2014 Edward Byrne Memorial Justice Assistance Grant that was authorized for acceptance by Council on September 9, 2014. The remaining funds are available in the Police Department Office Equipment Maintenance account. Licensing costs after the first year will be built into the future proposed Police Department budgets that are submitted for Council approval.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$4,050</b>	<b>1840-33225-518200, FY2014 JAG - Prof &amp; Cont</b>
<b>\$20,468.70</b>	<b>1840-33225-521000, FY2014 JAG - Equip Less than \$5000</b>
<b>\$50,931.79</b>	<b>1840-33225-526800, FY2014 JAG - Software</b>
<b>\$11,124.11</b>	<b>1000-12210-521200, PD Fiscal Mgmt - Office Equip Maint</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?



Pricing Proposal  
 Quotation #: 10594454  
 Created On: 11/11/2015  
 Valid Until: 12/31/2015

**City of Glendale AZ**

**Inside Sales Account Manager**

**Arlene Chemello**

AZ 85301  
 United States  
 Phone: (623) 772-7174  
 Fax:  
 Email: achemello@glendaleaz.com

**Nirav Patel**

290 Davidson Avenue  
 Somerset, NJ 08873  
 United States  
 Phone: 732-564-8383  
 Fax: 1-866-941-6845  
 Email: Nirav\_Patel@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Dragon NaturallySpeaking Professional - ( v. 13 ) - license - 1 user - local, state - OLP - level C ( 2000-3999 ) - Win - English - United States Nuance Communications - Part#: A209A-SF1-13.0	150	\$332.00	\$49,800.00
2 Nuance Maintenance & Support - Technical support - phone consulting - 1 year - for Dragon NaturallySpeaking Professional ( v. 13 ) - local, state - OLP - level C ( 2000-3999 ) - English Nuance Communications - Part#: A209A-SV3-13.0	150	\$50.00	\$7,500.00
3 Dragon Professional End User Fundamentals - web-based training - 1 user - volume - OLP Nuance Communications - Part#: TRN-DRAG-32	150	\$27.00	\$4,050.00
4 Plantronics Voyager Legend UC - Headset - in-ear - over-the-ear mount - wireless - Bluetooth Plantronics - Part#: 87670-01	150	\$126.00	\$18,900.00

Subtotal \$80,250.00  
 \*Tax \$6,324.60  
 Total \$86,574.60

\*Tax is estimated. Invoice will include the full and final tax due.

**Additional Comments**

WSCA Contract AZ: ADSPO11-007500

First time user for SHI Direct website? Please use the following information when registering.

Arizona Gov't:  
<http://www.publicsector.shidirect.com/slg/az>  
 Token: 8496

Access Key: BWB!UPBWYA

Invoice terms are Net30. Invoices not paid within Net30 will be assessed 1% late charge per month until paid.

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*The Products offered under this proposal are subject to the SHI Return Policy posted at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy), unless there is an existing agreement between SHI and the Customer.*

**CITY CLERK  
ORIGINAL**

**C-9179  
08/12/2014**

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
SHI INTERNATIONAL CORP.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of August 12, 2014, between the City of Glendale, an Arizona municipal corporation (the "City"), and SHI International Corp., a New Jersey corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

**RECITALS**

A. The \_\_\_\_\_ State \_\_\_\_\_ of Arizona on June 3, 2011 entered into Contract Number ADSP011-007500, and subsequently the parties entered into various amendments to the contract (collectively, the "SHI Contract"), a copy of which is incorporated by this reference.

B. The City is permitted to purchase the goods and services described in the SHI Contract without further public bidding, and the SHI 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 SHI 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 SHI Contract, Contractor consents to the City's utilization of the SHI 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 will expire on August 31, 2019, or the date the SHI Contract expires, whichever occurs first.
2. Scope of Work; Terms, Conditions, and Specifications.

- a) Contractor will provide City the supplies, goods or services identified in the SHI Contract at the prices Contractor provides the State of Arizona under the SHI Contract.
- b) Contractor agrees to comply with all the terms, conditions and specifications of the SHI Contract for the purposes of this Agreement, and the terms, conditions, and specifications of the SHI Contract are incorporated in this Linking Agreement by this reference. The “City of Glendale” is substituted for “State of Arizona” or similar reference to the State of Arizona throughout the SHI Contract.

3. Future Purchases.


- a) The City may from time to time elect to purchase additional goods and services from Contractor pursuant to the SHI Contract. City and Contractor agree that in such future purchases the City will have the rights and obligations enjoyed by the State of Arizona under the SHI Contract. The City will comply with all applicable laws and regulations regarding procurement and approval of such purchases.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS OF THIS AGREEMENT, the parties have executed the Agreement as of the date and year set forth above.


**“City”**

City of Glendale, an Arizona  
municipal corporation

By:  \_\_\_\_\_

**“Contractor”**

SHI International Corp.,  
a New Jersey corporation

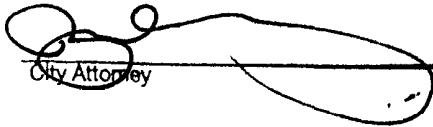
By: 

Name: Cassie Skelton

Title: Contract Specialist

**ATTEST:**   
\_\_\_\_\_  
City Clerk

Approved as to form

  
\_\_\_\_\_  
City Attorney



## Legislation Description

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**File #: 15-795, Version: 1**

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**AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH MOTOROLA SOLUTIONS, INC., AND APPROVE THE PURCHASE OF DISPATCH CONSOLES FOR THE GLENDALE POLICE DEPARTMENT UTILIZING A STATE OF ARIZONA COOPERATIVE PURCHASING CONTRACT**

Staff Contact: Debora Black, Police Chief

### **Purpose and Recommended Action**

This is a request for City Council to authorize the Acting City Manager to enter into a linking agreement with Motorola Solutions, Inc. and approve the purchase of dispatch consoles for the Glendale Police Department (GPD) in an amount not to exceed \$1,426,532. Staff is further requesting Council authorization for the City Manager or designee to execute any and all documents necessary to effectuate the purchase, including the Municipal Lease-Purchase Agreement in connection with the financing. This cooperative purchase is available through an agreement between the State of Arizona and Motorola Solutions, Inc. (Contract No. ADSPO13-036613) and is effective through November 28, 2016.

### **Background**

The Federal Communications Commission (FCC) sets rules and regulations regarding Narrowbanding. Narrowbanding refers to a standard set by the FCC that all VHF and UHF Public Safety and Industrial/Business land mobile radio systems migrate to at least 12.5 kHz efficiency technology. Phase 2 of Narrowbanding implemented by the FCC achieves efficiencies through Time Division Multiple Access (TDMA) and the capability of operating on a channel bandwidth of 6.25 kHz or less. The Arizona Regional Wireless Cooperative (RWC), of which the City of Glendale is a member, will be upgrading the regional radio system in the near future to implement TDMA and the next phase of Narrowbanding. This upgrade to the RWC system is to increase the capacity of the radio system to meet the growing needs of the agencies it services.

An upgrade at this time will provide the GPD with a more efficient operating system allowing greater system capacity to meet growing needs, and replace radios and consoles that are at the end of lifespan. Motorola Solutions, Inc. has provided the GPD with a proposed solution to meet the mobile radio and dispatch console needs while offering a zero interest three (3) year municipal lease to cover the financing of the necessary equipment purchase.

Motorola has a contract with the Arizona Department of Administration State Procurement Office (ADOA-SPO) under contract number ADSPO13-036613. The ADOA-SPO serves as the central procurement authority for the State of Arizona. The city participates in a purchasing cooperative agreement with ADOA-SPO through a Council authorized (Resolution No. 4681 New Series) agreement (C-8475). If Council approves the recommended action, utilizing the cooperative contract will ensure the best pricing for the purchase. Materials Management and the City Attorney's Office has reviewed and approved the use of the cooperative contract with Motorola and a linking agreement has been prepared for use with the contract.

**Analysis**

Cooperative purchasing allows counties, municipalities, schools, colleges and universities in Arizona to use a contract that was competitively procured by another governmental entity or purchasing cooperative. Such purchasing helps reduce the cost of procurement, allows access to a multitude of competitively bid contracts, and provides the opportunity to take advantage of volume pricing. The Glendale City Code authorizes cooperative purchases when the solicitation process utilized complies with the intent of Glendale's procurement processes. This cooperative purchase is compliant with Chapter 2, Article V, Division 2, Section 2-149 of the Glendale City Code, per review by Materials Management.

Staff is recommending Council authorize the City Manager to enter into the linking agreement with Motorola Solutions, Inc. and approve the purchase of dispatch consoles for the GPD in a total amount not to exceed \$1,426,532, and further authorize the City Manager or designee to execute any and all documents necessary to effectuate the purchase, including the equipment lease-purchase agreement in connection with the financing

**Previous Related Council Action**

On November 17, 2015, during the City Council Workshop Session, staff briefed Council on the costs associated with RWC upgrades. During the Fiscal Year (FY) 2016-17 Budget Overview, the RWC upgrade was listed as one of the Key Initiatives impacting the budget.

On August 12, 2014, Council authorized the City Manager to enter into a linking agreement with Motorola Solutions, Inc. for a three-year services agreement supporting the GPD existing communications systems.

**Budget and Financial Impacts**

The total cost of the project to include dispatch consoles and mobile radios, over three years, is \$7,053,749. Funding exists in the Public Safety Construction Bonds account in the amount of \$1,551,250 and in Development Impact Fees in the amount of \$1,140,000 to cover the FY 2016-17 payment and a portion of the FY 2017-18 payment. The remainder of the FY 2017-18 payment and the entire FY 2018-19 payment will be built into the FY 2016-17 - FY 2025-26 Capital Improvement Project budget.

The cost of the project includes a five year service and maintenance agreement. Ongoing service and maintenance costs after the first five years will be built into the future proposed Police Department budgets that are submitted for Council approval.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>FY 17 \$1,211,250</b>	<b>2040-75012-551500, Public Safety Construction Bonds</b>
<b>FY 17 \$1,140,000</b>	<b>1440-75012-551500, Police Development Impact Fees</b>
<b>FY 18 \$340,000</b>	<b>2040-75012-551500, Public Safety Construction Bonds</b>
<b>FY 18 \$2,011,250</b>	<b>1000-75012-551500, General Fund</b>
<b>FY 19 \$2,351,250</b>	<b>1000-75012-551500, General Fund</b>



Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**LINKING  
AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE,  
ARIZONA AND  
MOTOROLA SOLUTIONS, INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2015, between the City of Glendale, an Arizona municipal corporation (the "City"), and Motorola Solutions, Inc. ("Motorola"), a Delaware corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

**RECITALS**

A. On November 29, 2012 the State of Arizona entered into Contract Number ADSPO13-036613, and subsequently entered into various amendments to the contract (collectively, the "Motorola Contract"), a copy of which is incorporated by this reference.

B. The City is permitted to purchase the goods and services described in the Motorola Contract without further public bidding, and the Motorola 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 Motorola 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 Motorola Contract, Contractor consents to the City's utilization of the Motorola 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.

**EXHIBITS**

The exhibits listed below are incorporated into and made a part of this Agreement. If and to the extent the provisions in this Agreement conflict with those in the Motorola Contract, the provisions in this Agreement prevail.

- |           |  |
|-----------|--|
| Exhibit A | "Pricing Summary" and "Detailed Equipment List"            |
| Exhibit B | "Communications System Financing Proposal"                 |
| Exhibit C | Technical and Implementation Documents                     |
|           | C-1 "System Description" dated November 3, 2015            |
|           | C-2 "Statement of Work" dated November 3, 2015             |
|           | C-3 "Acceptance Test Plan" or "ATP" dated November 3, 2015 |
| Exhibit D | "System Acceptance Certificate"                            |

## 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 November 28, 2016, or such other later date as the State of Arizona Contract Number ADSP013-036613 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 supplies, goods or services identified in the Motorola Contract at the prices Contractor provides the State of Arizona under the Motorola Contract.
  - b) Contractor agrees to comply with all the terms, conditions and specifications of the Motorola Contract for the purposes of this Agreement, and the terms, conditions, and specifications of the Motorola Contract are incorporated in this Linking Agreement by this reference and any additional supplemental terms, which are attached hereto as Exhibit "B." The "City of Glendale" shall be substituted for "State of Arizona" or similar reference to the State of Arizona throughout the Motorola Contract.
3. Compensation and Future Purchases.
  - a) The total purchase price for the goods and services authorized for this purchase is not to exceed One Million Four Hundred Twenty Six Thousand Five Hundred Thirty Two Dollars and No Cents (\$1,426,532) as indicated in the Pricing Summary and Detailed Equipment Lists attached as Exhibit "A."
  - b) The City may from time to time elect to purchase additional goods and services from Contractor pursuant to the Motorola Contract. City and Contractor agree that in such future purchases the City will have the rights and obligations enjoyed by the State of Arizona under the Motorola Contract. The City will comply with all applicable laws and regulations regarding procurement and approval of such purchases.
4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.
5. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.
6. 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. System Acceptance.

- a) Commencement of Acceptance Testing. Contractor will provide to the City at least ten (10) days notice before the tests described in the Acceptance Test Plan ("Acceptance Tests") commence. System testing will occur only in accordance with the Acceptance Test Plan.
- b) System Acceptance. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem (major part of the System that performs specific functions or operations) or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If the City believes the System has failed the completed Acceptance Tests, the City will provide to Contractor a written notice that includes the specific details of the failure. If the City does not provide to Contractor a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.
- c) Beneficial Use. The City acknowledges that Contractor's ability to perform its implementation and testing responsibilities may be impeded if the City begins using the System before System Acceptance. Therefore, the City will not commence Beneficial Use before System Acceptance without Contractor's prior written authorization, which will not be unreasonably withheld. Contractor is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, the City assumes responsibility for the use and operation of the System.
- d) Final Project Acceptance. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

[SIGNATURES ON FOLLOWING PAGE]

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

**“City”**

City of Glendale, an Arizona  
municipal corporation

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

**“Contractor”**

Motorola Solutions, Inc.,  
a Delaware corporation

By: \_\_\_\_\_  
Name: Larry Mabry  
MSSSI Vice President & Director Sales  
Title: \_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM:

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

Exhibit A  
[Pricing Summary and Detailed Equipment Lists]

## SECTION 9

# PRICING SUMMARY AND DETAILED EQUIPMENT LISTS

## 9.1 PRICING SUMMARY

Motorola is pleased to provide the following equipment and services to the City of Glendale:

### 9.1.1 Police Department

Description	Price
<b>Subscribers &amp; Accessories</b> <ul style="list-style-type: none"> <li>- (612) Motorola APX6000 Model 2.5 Portable Radios w/Support Accessories</li> <li>- (261) Motorola APX6500 Dash-Mount Mobile Radios</li> <li>- (25) Motorola APX7500 Motorcycle Radios</li> </ul>	<b>\$4,574,721</b>
<b>Dispatch Console Equipment, Support Items &amp; Spares</b> <ul style="list-style-type: none"> <li>- (6) Motorola MCC7500 Dispatch Consoles w/Computer Workstations</li> <li>- (5) Motorola MCC7100 Dispatch Consoles w/Laptop Computers</li> <li>- (8) APX7500 Motorola Consolette Radios</li> <li>- (1) Verint IP Logger w/Archiving Server</li> <li>- (1) Aeroflex Service Monitor</li> </ul>	<b>\$727,940</b>
<b>Intelligence-Led Policing Solution (ILPS)</b> \$687,624 Integrated Data Portal included per statement of work	<b>included</b>
<b>Subtotal</b>	<b>\$5,302,661</b>
Tax 9.2%	\$487,845
System Integration & Project Management	\$1,263,243
<b>Police System Grand Total</b>	<b>\$7,053,749</b>



## 9.4 DETAILED EQUIPMENT LISTS

### 9.4.1 MCC7500 & MCC7100 Equipment List

LIM	O	QTY	NOMENCLATURE	DESCRIPTION	UNIT LIST (DUP)	EXT LIST (DUP)	CUSTOMER DISCOUNT (%)	UNIT CUSTOMER DISCOUNT (USD)	EXT CUSTOMER DISCOUNT (USD)	ADSP013-036613 Radio Dispatch	ADSP013-036880 Two-Way Radio
				<b>Master Site</b>							
1	-	1	SQM01SUM0239	MASTER SITE CONFIG UPGRADE	\$ -	\$-	10.00%	\$-	\$-	Category III	
1	a	3	CA02105AA	MCC7500/MCC7100 CONSOLE LIC	\$ 5,000.00	\$15,000.00	10.00%	\$4,500.00	\$13,500.00	Category III	
1	b	1	CA00996AL	ADD: NM/ZC LICENSE KEY 7.14	\$ 1,000.00	\$1,000.00	10.00%	\$900.00	\$900.00	Category III	
1	c	1	CA00997AL	ADD: UCS LICENSE KEY 7.14	\$ 1,000.00	\$1,000.00	10.00%	\$900.00	\$900.00	Category III	
				<b>MCC7500 Consoles</b>							
2	-	6	B1933	MOTOROLA VOICE PROCESSOR MODULE	\$ 11,920.00	\$71,520.00	10.00%	\$10,728.00	\$64,368.00	Category III	
3	-	1	B1905	MCC 7500 ASTRO 25 SOFTWARE	\$ 250.00	\$250.00	10.00%	\$225.00	\$225.00	Category III	
2	a	6	CA01642AA	ADD: MCC 7500 BASIC CONSOLE FUNCTIONALITY SOFTWARE LICENSE	\$ 12,000.00	\$72,000.00	10.00%	\$10,800.00	\$64,800.00	Category III	
2	b	6	CA01644AA	ADD: MCC 7500 /MCC 7100 ADV CONVL OPERATION	\$ 3,000.00	\$18,000.00	10.00%	\$2,700.00	\$16,200.00	Category III	
2	c	6	CA01643AA	ADD: MCC 7500 / MCC 7100 TRUNKING OPERATION	\$ 5,000.00	\$30,000.00	10.00%	\$4,500.00	\$27,000.00	Category III	
2	d	6	CA00147AF	ADD: MCC 7500 SECURE OPERATION	\$ 3,250.00	\$19,500.00	10.00%	\$2,925.00	\$17,550.00	Category III	
2	e	6	CA00182AB	ADD: AES ALGORITHM	\$ 750.00	\$4,500.00	10.00%	\$675.00	\$4,050.00	Category III	
2	f	6	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN	\$ -	\$-	10.00%	\$-	\$-	Category III	
4	-	6	DS22WBLK	22 INCH WIDE NON-TOUCH MONITOR, BLACK	\$ 3,299.00	\$19,794.00	10.00%	\$2,969.10	\$17,814.60	Category III	
5	-	6	TT2833	COMPUTER, Z440 WORKSTATION WINDOWS 7 (NON RETURNABLE)	\$ 2,950.00	\$17,700.00	10.00%	\$2,655.00	\$15,930.00	Category III	
6	-	6	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG	\$ 50.00	\$300.00	10.00%	\$45.00	\$270.00	Category III	



EXHIBIT A

7	-	6	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS	\$ 258.00	\$1,548.00	10.00%	\$232.20	\$1,393.20	Category III
8	-	12	B1912	MCC SERIES DESKTOP SPEAKER	\$ 450.00	\$5,400.00	10.00%	\$405.00	\$4,860.00	Category III
9	-	6	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE	\$ 250.00	\$1,500.00	10.00%	\$225.00	\$1,350.00	Category III
10	-	12	B1913	MCC SERIES HEADSET JACK	\$ 200.00	\$2,400.00	10.00%	\$180.00	\$2,160.00	Category III
11	-	6	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE W/MOTOROLA MCC 7500 DISP	\$ 290.00	\$1,740.00	10.00%	\$261.00	\$1,566.00	Category III
12	-	6	T7885	MCAFFEE WINDOWS AV CLIENT	\$ 165.00	\$990.00	10.00%	\$148.50	\$891.00	Category III
13	-	6	DDN2090	DUAL IRR SW USB HASP W LICENSE, SOUND CARD, & SPKRS (V47)	\$ 2,935.00	\$17,610.00	10.00%	\$2,641.50	\$15,849.00	Category III
				<b>Site Network</b>						
14	-	2	CLN1856	2620-24 ETHERNET SWITCH ?	\$ 2,250.00	\$4,500.00	10.00%	\$2,025.00	\$4,050.00	Category III
15	-	1	SQM01SUM0205	GGM 8000 GATEWAY	\$ 4,200.00	\$4,200.00	10.00%	\$3,780.00	\$3,780.00	Category III
15	a	1	CA01616AA	ADD: AC POWER	\$ -	\$-	10.00%	\$-	\$-	Category III
16	-	1	SQM01SUM0205	GGM 8000 GATEWAY	\$ 4,200.00	\$4,200.00	10.00%	\$3,780.00	\$3,780.00	Category III
16	a	1	CA01616AA	ADD: AC POWER	\$ -	\$-	10.00%	\$-	\$-	Category III
				<b>I/O's</b>						
17	-	0	F4543	SITE MANAGER BASIC	\$ 1,855.00	\$-	10.00%	\$1,669.50	\$-	Category III
17	a	0	VA00874	ADD: AUX I-O SERV FW CURR ASTRO REL	\$ 175.00	\$-	10.00%	\$157.50	\$-	Category III
17	b	0	V266	ADD: 90VAC TO 260VAC PS TO SM	\$ 120.00	\$-	10.00%	\$108.00	\$-	Category III
17	c	0	V592	AAD TERM BLCK & CONN WI	\$ 90.00	\$-	10.00%	\$81.00	\$-	Category III
18	-	0	6406066M02	PANEL PUNCH BLOCK	\$ 435.00	\$-	10.00%	\$391.50	\$-	Category III
19	-	0	3082000X12	CABLE, GROUND	\$ 18.75	\$-	10.00%	\$16.88	\$-	Category III
				<b>Conventional Site Controller (CSC)</b>						
20	-	0	T7038	GCP 8000 SITE CONTROLLER	\$ 3,000.00	\$-	10.00%	\$2,700.00	\$-	Category III
20	a	0	CA00303AA	ADD: QTY (1) SITE CONTROLLER	\$ 5,000.00	\$-	10.00%	\$4,500.00	\$-	Category III
20	b	0	X153AW	ADD: RACK MOUNT HARDWARE	\$ 50.00	\$-	10.00%	\$45.00	\$-	Category III
20	c	0	CA01136AA	ADD: MCC 7500 CONVEN SITE OPER	\$ 4,000.00	\$-	10.00%	\$3,600.00	\$-	Category III

EXHIBIT A

21	-	1	T7140	G-SERIES SOFTWARE UPGRADE	\$ -	\$-	10.00%	\$-	\$-	Category III
21	a	1	CA01246AA	ADD: MCC 7500 CONV SITE UPGRADE	\$ 1,200.00	\$1,200.00	10.00%	\$1,080.00	\$1,080.00	Category III
				<b>CCGW's</b>						
22	-	1	SQM01SUM0205	GGM 8000 GATEWAY	\$ 4,200.00	\$4,200.00	10.00%	\$3,780.00	\$3,780.00	Category III
22	a	1	CA01616AA	ADD: AC POWER	\$ -	\$-	10.00%	\$-	\$-	Category III
22	b	1	CA02141AA	ADD: LOW DENSITY ENH CONV GATEWAY	\$ 3,000.00	\$3,000.00	10.00%	\$2,700.00	\$2,700.00	Category III
23	-	1	SQM01SUM0205	GGM 8000 GATEWAY	\$ 4,200.00	\$4,200.00	10.00%	\$3,780.00	\$3,780.00	Category III
23	a	1	CA01616AA	ADD: AC POWER	\$ -	\$-	10.00%	\$-	\$-	Category III
23	b	1	CA02141AA	ADD: LOW DENSITY ENH CONV GATEWAY	\$ 3,000.00	\$3,000.00	10.00%	\$2,700.00	\$2,700.00	Category III
24	-	1	SQM01SUM0205	GGM 8000 GATEWAY	\$ 4,200.00	\$4,200.00	10.00%	\$3,780.00	\$3,780.00	Category III
24	a	1	CA01616AA	ADD: AC POWER	\$ -	\$-	10.00%	\$-	\$-	Category III
24	b	1	CA02141AA	ADD: LOW DENSITY ENH CONV GATEWAY	\$ 3,000.00	\$3,000.00	10.00%	\$2,700.00	\$2,700.00	Category III
25	-	1	SQM01SUM0205	GGM 8000 GATEWAY	\$ 4,200.00	\$4,200.00	10.00%	\$3,780.00	\$3,780.00	Category III
25	a	1	CA01616AA	ADD: AC POWER	\$ -	\$-	10.00%	\$-	\$-	Category III
25	b	1	CA02141AA	ADD: LOW DENSITY ENH CONV GATEWAY	\$ 3,000.00	\$3,000.00	10.00%	\$2,700.00	\$2,700.00	Category III
26	-	1	SQM01SUM0205	GGM 8000 GATEWAY	\$ 4,200.00	\$4,200.00	10.00%	\$3,780.00	\$3,780.00	Category III
26	a	1	CA01616AA	ADD: AC POWER	\$ -	\$-	10.00%	\$-	\$-	Category III
26	b	1	CA02141AA	ADD: LOW DENSITY ENH CONV GATEWAY	\$ 3,000.00	\$3,000.00	10.00%	\$2,700.00	\$2,700.00	Category III
27	-	1	SQM01SUM0205	GGM 8000 GATEWAY	\$ 4,200.00	\$4,200.00	10.00%	\$3,780.00	\$3,780.00	Category III
27	a	1	CA01616AA	ADD: AC POWER	\$ -	\$-	10.00%	\$-	\$-	Category III
27	b	1	CA02141AA	ADD: LOW DENSITY ENH CONV GATEWAY	\$ 3,000.00	\$3,000.00	10.00%	\$2,700.00	\$2,700.00	Category III
				<b>Racking and SPD's</b>						
28	-	2	TRN7343	SEVEN AND A HALF FOOT RACK	\$ 495.00	\$990.00	10.00%	\$445.50	\$891.00	Category III
29	-	8	0784469Y02	BRKT, CBL SUPPORT	\$ 99.75	\$798.00	10.00%	\$89.78	\$718.20	Category III
30	-	2	3182602Y06	GROUNDING BUS BAR	\$ 97.50	\$195.00	10.00%	\$87.75	\$175.50	Category III
31	-	1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS	\$ 83.00	\$83.00	10.00%	\$74.70	\$74.70	Category III
32	-	1	0310909C91	SCR LCK M6X1X13 STARPAN STL	\$ 10.00	\$10.00	10.00%	\$9.00	\$9.00	Category III

EXHIBIT A

33	-	2	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS	\$ 258.00	\$516.00	10.00%	\$232.20	\$464.40	Category III
34	-	2	DSTSJ48CLT	SPD, RJ-45 OR HARDWIRE CONNECTED FOR T1/E1, PROTECTS 4 WIRES	\$ 118.00	\$236.00	10.00%	\$106.20	\$212.40	Category III
35	-	1	DSDIN2GU1	ADC TELECOM. DSXI 56 POSITION 1-28AB, FRONT BELOW XCON, 6X19, WW PANEL	\$ 1,581.00	\$1,581.00	10.00%	\$1,422.90	\$1,422.90	Category III
36	-	1	DS110110711	PDU, AC EDGE RACK MOUNT DISTRIBUTION PANEL, 120VAC 60A, 12-15A CIRCUIT	\$ 2,450.00	\$2,450.00	10.00%	\$2,205.00	\$2,205.00	Category III
37	-	12	DS37502851	BREAKER KIT AIRPAX 15AMP SNAPAC, FOR AC EDGE OR DC EDGE III QTY 1	\$ 34.00	\$408.00	10.00%	\$30.60	\$367.20	Category III
<b>MCC7100 - Proxy Server</b>										
38	-	1	HKVN4161A	PRX 7000 Proxy SW License (1-10 CONNECTIONS)	\$ 2,500.00	\$2,500.00	10.00%	\$2,250.00	\$2,250.00	Category III
39	-	1	BVN6079	PRX 7000 Proxy Application SW DVD	\$ 250.00	\$250.00	10.00%	\$225.00	\$225.00	Category III
40	-	1	TT2833	COMPUTER, Z440 WORKSTATION WINDOWS 7 (NON RETURNABLE)	\$ 2,950.00	\$2,950.00	10.00%	\$2,655.00	\$2,655.00	Category III
41	-	1	DDN9590	SSG140 FIREWALL W/ 2 YEARS SUPPORT	\$ 6,500.00	\$6,500.00	10.00%	\$5,850.00	\$5,850.00	Category III
42	-	1	DS017BLK	17 INCH NON-TOUCH MONITOR, BLACK	\$ 1,180.00	\$1,180.00	10.00%	\$1,062.00	\$1,062.00	Category III
43	-	1	DDN9748	19 INCH BLACK SHELF	\$ 249.00	\$249.00	10.00%	\$224.10	\$224.10	Category III
44	-	1	T7448	WINDOWS SUPPLEMENTAL FULL CONFIG	\$ 50.00	\$50.00	10.00%	\$45.00	\$45.00	Category III
45	-	1	T7885	MCAFFEE WINDOWS AV CLIENT	\$ 165.00	\$165.00	10.00%	\$148.50	\$148.50	Category III
<b>MCC7100 - Outside RNI</b>										
46	-	1	B1939	MCC 7100 IP Dispatch Position Main Model	\$ -	\$-	10.00%	\$-	\$-	Category III
46	a	1	CA01642AB	ADD: MCC 7100 BASIC CONSOLE FUNCTIONALITY SOFTWARE LICENSE	\$ 4,000.00	\$4,000.00	10.00%	\$3,600.00	\$3,600.00	Category III
46	b	1	CA01643AA	ADD: MCC 7500 / MCC 7100 TRUNKING OPERATION	\$ 5,000.00	\$5,000.00	10.00%	\$4,500.00	\$4,500.00	Category III

EXHIBIT A

46	c	1	CA01644AA	ADD: MCC 7500 /MCC 7100 ADV CONVL OPERATION	\$ 3,000.00	\$3,000.00	10.00%	\$2,700.00	\$2,700.00	Category III	
46	d	1	CA02092AA	ADD: SOFTWARE AES, DES-OFB, ADP ENCRYPT KEY FILE MGMT	\$ 1,800.00	\$1,800.00	10.00%	\$1,620.00	\$1,620.00	Category III	
46	e	1	CA02180AA	ADD: MCC 7100 SECURE OPERATION	\$ 3,250.00	\$3,250.00	10.00%	\$2,925.00	\$2,925.00	Category III	
47	-	1	NPI_000587	MCC7100 Laptop + Docking Station (PLACEHOLDER)	\$ -	\$-	10.00%	\$-	\$-	Category III	
48	-	1	DSCDN6171B	TRACKERBALL (ONLY PS/2 & USB COMPATIBLE)	\$ 439.00	\$439.00	10.00%	\$395.10	\$395.10	Category III	
49	-	1	DDN1391	MUSIK USB SPEAKERS (SET OF 2) PALO ALTO	\$ 79.00	\$79.00	10.00%	\$71.10	\$71.10	Category III	
50	-	1	B1941	USB AUDIO INTERFACE MODULE	\$ 1,900.00	\$1,900.00	10.00%	\$1,710.00	\$1,710.00	Category III	
51	-	1	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE	\$ 250.00	\$250.00	10.00%	\$225.00	\$225.00	Category III	
52	-	2	B1913	MCC SERIES HEADSET JACK	\$ 200.00	\$400.00	10.00%	\$180.00	\$360.00	Category III	
53	-	1	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISP	\$ 290.00	\$290.00	10.00%	\$261.00	\$261.00	Category III	
54	-	1	T7885	MCAFFEE WINDOWS AV CLIENT	\$ 165.00	\$165.00	10.00%	\$148.50	\$148.50	Category III	
55	-	1	HKVN4225A	MCC 7100 INSTANT RECALL RECORDER LICENSE	\$ 1,200.00	\$1,200.00	10.00%	\$1,080.00	\$1,080.00	Category III	
56	-	1	HKVN4159A	10 CHANNEL SW LICENSE	\$ 5,000.00	\$5,000.00	10.00%	\$4,500.00	\$4,500.00	Category III	
				<b>Consolottes</b>							
57	-	6	L30URS9PW1 N	APX7500 SINGLE BAND 7/800	\$ 4,379.00	\$26,274.00	25.00%	\$3,284.25	\$19,705.50		Item #7, Group 3
57	a	6	G806	ADD: ASTRO DIGITAL CAI OPERATION	\$ 515.00	\$3,090.00	25.00%	\$386.25	\$2,317.50		Item #7, Group 3
57	b	6	GA00244	ADD: 7/800MHZ PRIMARY BAND	\$ -	\$-	25.00%	\$-	\$-		Item #7, Group 3
57	c	6	G90	ADD: NO MICROPHONE NEEDED	\$ -	\$-	25.00%	\$-	\$-		Item #7, Group 3
57	d	6	L999	ADD: FULL FP W/05/KEYPAD/CLOCK/VU	\$ 789.00	\$4,734.00	25.00%	\$591.75	\$3,550.50		Item #7, Group 3
57	e	6	GA00255AD	ENH: SFS COMPREHENSIVE 5 YR	\$ 476.00	\$2,856.00	0.00%	\$476.00	\$2,856.00	n/a	n/a
57	f	6	G298	ENH: ASTRO 25 OTAR W/ MULTIKEY	\$ 740.00	\$4,440.00	25.00%	\$555.00	\$3,330.00		Item #7, Group 3
57	g	6	G843	ADD: AES ENCRYPTION APX	\$ 475.00	\$2,850.00	25.00%	\$356.25	\$2,137.50		Item #7, Group 3

EXHIBIT A

57	h	6	CA01598	ADD: AC LINE CORD US	\$ -	\$-	25.00%	\$-	\$-		Item #7, Group 3
57	i	6	G51	ENH: SMARTZONE OPERATION APX	\$ 1,500.00	\$9,000.00	25.00%	\$1,125.00	\$6,750.00		Item #7, Group 3
57	j	6	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY	\$ 5.00	\$30.00	25.00%	\$3.75	\$22.50		Item #7, Group 3
57	k	6	G361	ADD: P25 TRUNKING SOFTWARE	\$ 300.00	\$1,800.00	25.00%	\$225.00	\$1,350.00		Item #7, Group 3
57	l	6	GA00580	ADD: TDMA OPERATION	\$ 450.00	\$2,700.00	25.00%	\$337.50	\$2,025.00		Item #7, Group 3
				<b>BACKUP DISAPTCH</b>							
				<b>AIS</b>							
58	-	1	B1933	MOTOROLA VOICE PROCESSOR MODULE	\$ 11,920.00	\$11,920.00	10.00%	\$10,728.00	\$10,728.00	Category III	
58	a	1	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN	\$ -	\$-	10.00%	\$-	\$-	Category III	
58	b	1	CA00288AB	ADD: MCC 7500 ARCHIVING INTERFACE SERVER SOFTWARE LICENSE	\$ 15,060.00	\$15,060.00	10.00%	\$13,554.00	\$13,554.00	Category III	
58	c	1	CA00147AF	ADD: MCC 7500 SECURE OPERATION	\$ 3,250.00	\$3,250.00	10.00%	\$2,925.00	\$2,925.00	Category III	
58	d	1	CA00182AB	ADD: AES ALGORITHM	\$ 750.00	\$750.00	10.00%	\$675.00	\$675.00	Category III	
59	-	1	DS017BLK	17 INCH NON-TOUCH MONITOR, BLACK	\$ 1,180.00	\$1,180.00	10.00%	\$1,062.00	\$1,062.00	Category III	
60	-	1	TT2833	COMPUTER, Z440 WORKSTATION WINDOWS 7 (NON RETURNABLE)	\$ 2,950.00	\$2,950.00	10.00%	\$2,655.00	\$2,655.00	Category III	
61	-	1	T7448	WINDOWS SUPPLEMENTAL FULL CONFIG	\$ 50.00	\$50.00	10.00%	\$45.00	\$45.00	n/a	n/a
62	-	1	T7885	MCAFFEE WINDOWS AV CLIENT	\$ 165.00	\$165.00	10.00%	\$148.50	\$148.50	Category III	
63	-	1	DDN9748	19 INCH BLACK SHELF	\$ 249.00	\$249.00	10.00%	\$224.10	\$224.10	Category III	
64	-	1	DDN9590	SSG140 FIREWALL W/ 2 YEARS SUPPORT	\$ 6,500.00	\$6,500.00	10.00%	\$5,850.00	\$5,850.00	Category III	
				<b>MCC7100 - Outside RNI</b>							
65	-	4	B1939	MCC 7100 IP Dispatch Position Main Model	\$ -	\$-	10.00%	\$-	\$-	Category III	
66	-	1	B1940	MCC 7100 DVD	\$ 250.00	\$250.00	10.00%	\$225.00	\$225.00	Category III	
66	a	4	CA01642AB	ADD: MCC 7100 BASIC CONSOLE FUNCTIONALITY SOFTWARE LICENSE	\$ 4,000.00	\$16,000.00	10.00%	\$3,600.00	\$14,400.00	Category III	

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66	b	4	CA01643AA	ADD: MCC 7500 / MCC 7100 TRUNKING OPERATION	\$ 5,000.00	\$20,000.00	10.00%	\$4,500.00	\$18,000.00	Category III
66	c	4	CA01644AA	ADD: MCC 7500 /MCC 7100 ADV CONVL OPERATION	\$ 3,000.00	\$12,000.00	10.00%	\$2,700.00	\$10,800.00	Category III
66	d	4	CA02092AA	ADD: SOFTWARE AES, DES-OFB, ADP ENCRYPT KEY FILE MGMT	\$ 1,800.00	\$7,200.00	10.00%	\$1,620.00	\$6,480.00	Category III
66	e	4	CA02180AA	ADD: MCC 7100 SECURE OPERATION	\$ 3,250.00	\$13,000.00	10.00%	\$2,925.00	\$11,700.00	Category III
67	-	4	NPI_000587	MCC7100 Laptop + Docking Station (PLACEHOLDER)	\$ -	\$-	10.00%	\$-	\$-	Category III
68	-	4	DSCDN6171B	TRACKERBALL (ONLY PS/2 & USB COMPATIBLE)	\$ 439.00	\$1,756.00	10.00%	\$395.10	\$1,580.40	Category III
69	-	4	DDN1391	MUSIK USB SPEAKERS (SET OF 2) PALO ALTO	\$ 79.00	\$316.00	10.00%	\$71.10	\$284.40	Category III
70	-	4	B1941	USB AUDIO INTERFACE MODULE	\$ 1,900.00	\$7,600.00	10.00%	\$1,710.00	\$6,840.00	Category III
71	-	4	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE	\$ 250.00	\$1,000.00	10.00%	\$225.00	\$900.00	Category III
72	-	8	B1913	MCC SERIES HEADSET JACK	\$ 200.00	\$1,600.00	10.00%	\$180.00	\$1,440.00	Category III
73	-	4	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISP	\$ 290.00	\$1,160.00	10.00%	\$261.00	\$1,044.00	Category III
74	-	4	T7885	MCAFEE WINDOWS AV CLIENT	\$ 165.00	\$660.00	10.00%	\$148.50	\$594.00	Category III
75	-	4	HKVN4225A	MCC 7100 INSTANT RECALL RECORDER LICENSE	\$ 1,200.00	\$4,800.00	10.00%	\$1,080.00	\$4,320.00	Category III
76	-	4	HKVN4159A	10 CHANNEL SW LICENSE	\$ 5,000.00	\$20,000.00	10.00%	\$4,500.00	\$18,000.00	Category III
				Note: Since it is pre 7.16 system release, had to degrade to 10 simultaneous calls.						
				<b>Site Network</b>						
77	-	1	CLN1856	2620-24 ETHERNET SWITCH ?	\$ 2,250.00	\$2,250.00	10.00%	\$2,025.00	\$2,025.00	Category III
78	-	0	SQM01SUM0205	GGM 8000 GATEWAY	\$ 4,200.00	\$-	10.00%	\$3,780.00	\$-	Category III
78	a	0	CA01616AA	ADD: AC POWER	\$ -	\$-	10.00%	\$-	\$-	Category III
				<b>I/O's</b>						
79	-	1	F4543	SITE MANAGER BASIC	\$ 1,855.00	\$1,855.00	10.00%	\$1,669.50	\$1,669.50	Category III
79	a	1	VA00874	ADD: AUX I-O SERV FW CURR ASTRO REL	\$ 175.00	\$175.00	10.00%	\$157.50	\$157.50	Category III

EXHIBIT A

79	b	1	V266	ADD: 90VAC TO 260VAC PS TO SM	\$ 120.00	\$120.00	10.00%	\$108.00	\$108.00	Category III
79	c	3	V592	AAD TERM BLCK & CONN WI	\$ 90.00	\$270.00	10.00%	\$81.00	\$243.00	Category III
80	-	1	6406066M02	PANEL PUNCH BLOCK	\$ 435.00	\$435.00	10.00%	\$391.50	\$391.50	Category III
81	-	1	3082000X12	CABLE, GROUND	\$ 18.75	\$18.75	10.00%	\$16.88	\$16.88	Category III
				<b>Conventional Site Controller (CSC)</b>						
82	-	0	T7038	GCP 8000 SITE CONTROLLER	\$ 3,000.00	\$-	10.00%	\$2,700.00	\$-	Category III
82	a	0	CA00303AA	ADD: QTY (1) SITE CONTROLLER	\$ 5,000.00	\$-	10.00%	\$4,500.00	\$-	Category III
82	b	0	X153AW	ADD: RACK MOUNT HARDWARE	\$ 50.00	\$-	10.00%	\$45.00	\$-	Category III
82	c	0	CA01136AA	ADD: MCC 7500 CONVEN SITE OPER	\$ 4,000.00	\$-	10.00%	\$3,600.00	\$-	Category III
83	-	1	T7140	G-SERIES SOFTWARE UPGRADE	\$ -	\$-	10.00%	\$-	\$-	Category III
83	a	1	CA01246AA	ADD: MCC 7500 CONV SITE UPGRADE	\$ 1,200.00	\$1,200.00	10.00%	\$1,080.00	\$1,080.00	Category III
				<b>CCGW's</b>						
84	-	1	SQM01SUM0205	GGM 8000 GATEWAY	\$ 4,200.00	\$4,200.00	10.00%	\$3,780.00	\$3,780.00	Category III
84	a	1	CA01616AA	ADD: AC POWER	\$ -	\$-	10.00%	\$-	\$-	Category III
84	b	1	CA02141AA	ADD: LOW DENSITY ENH CONV GATEWAY	\$ 3,000.00	\$3,000.00	10.00%	\$2,700.00	\$2,700.00	Category III
85	-	1	SQM01SUM0205	GGM 8000 GATEWAY	\$ 4,200.00	\$4,200.00	10.00%	\$3,780.00	\$3,780.00	Category III
85	a	1	CA01616AA	ADD: AC POWER	\$ -	\$-	10.00%	\$-	\$-	Category III
85	b	1	CA02141AA	ADD: LOW DENSITY ENH CONV GATEWAY	\$ 3,000.00	\$3,000.00	10.00%	\$2,700.00	\$2,700.00	Category III
				<b>MCC7100 - Proxy Server</b>						
86	-	1	HKVN4161A	PRX 7000 Proxy SW License (1-10 CONNECTIONS)	\$ 2,500.00	\$2,500.00	10.00%	\$2,250.00	\$2,250.00	Category III
87	-	1	BVN6079	PRX 7000 Proxy Application SW DVD	\$ 250.00	\$250.00	10.00%	\$225.00	\$225.00	Category III
88	-	1	TT2833	COMPUTER, Z440 WORKSTATION WINDOWS 7 (NON RETURNABLE)	\$ 2,950.00	\$2,950.00	10.00%	\$2,655.00	\$2,655.00	Category III
89	-	0	DDN9590	SSG140 FIREWALL W/ 2 YEARS SUPPORT	\$ 6,500.00	\$-	10.00%	\$5,850.00	\$-	Category III
90	-	0	DS017BLK	17 INCH NON-TOUCH MONITOR, BLACK	\$ 1,180.00	\$-	10.00%	\$1,062.00	\$-	Category III
91	-	0	DDN9748	19 INCH BLACK SHELF	\$ 249.00	\$-	10.00%	\$224.10	\$-	Category III

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92	-	1	T7448	WINDOWS SUPPLEMENTAL FULL CONFIG	\$ 50.00	\$50.00	10.00%	\$45.00	\$45.00	Category III	
93	-	1	T7885	MCAFFEE WINDOWS AV CLIENT	\$ 165.00	\$165.00	10.00%	\$148.50	\$148.50	Category III	
94	-	1	DSF1DA104Z	BELKIN PRO3 4-PORT KVM SWITCH (ONLY USB CABLE COMPATIBILITY)	\$ 332.00	\$332.00	10.00%	\$298.80	\$298.80	Category III	
95	-	4	DSF1D940106	BELKIN OMNIVIEW ENTERPRISE SERIES - USB KVM CABLE	\$ 59.50	\$238.00	10.00%	\$53.55	\$214.20	Category III	
				<b>Racking and SPD's</b>							
96	-	1	TRN7343	SEVEN AND A HALF FOOT RACK	\$ 495.00	\$495.00	10.00%	\$445.50	\$445.50	Category III	
97	-	1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES	\$ 83.00	\$83.00	10.00%	\$74.70	\$74.70	Category III	
98	-	4	0784469Y02	DATA SPD'S	\$ 99.75	\$399.00	10.00%	\$89.78	\$359.10	Category III	
99	-	1	3182602Y06	BRKT, CBL SUPPORT	\$ 97.50	\$97.50	10.00%	\$87.75	\$87.75	Category III	
100	-	1	DSRMP615A	GROUNDING BUS BAR	\$ 258.00	\$258.00	10.00%	\$232.20	\$232.20	Category III	
101	-	1	DSTSJ48CLT	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS	\$ 118.00	\$118.00	10.00%	\$106.20	\$106.20	Category III	
102	-	1	DSDIN2GU1	SPD, RJ-45 OR HARDWIRE CONNECTED FOR T1/E1, PROTECTS 4 WIRES	\$ 1,581.00	\$1,581.00	10.00%	\$1,422.90	\$1,422.90	Category III	
103	-	1	DS110110711	ADC TELECOM. DSXI 56 POSITION 1-28AB, FRONT BELOW XCON, 6X19, WW PANEL	\$ 2,450.00	\$2,450.00	10.00%	\$2,205.00	\$2,205.00	Category III	
104	-	12	DS37502851	PDU, AC EDGE RACK MOUNT DISTRIBUTION PANEL, 120VAC 60A, 12-15A CIRCUIT	\$ 34.00	\$408.00	10.00%	\$30.60	\$367.20	Category III	
				<b>Logging Recorder</b>							
105	-	1	VERINT	BREAKER KIT AIRPAX 15AMP SNAPAC, FOR AC EDGE OR DC EDGE III QTY 1	\$ 57,641.97	\$57,641.97	10.00%	\$51,877.77	\$51,877.77	Category III	
106	-	1	CLN1856	Verint Logger and Archiving server	\$ 2,250.00	\$2,250.00	10.00%	\$2,025.00	\$2,025.00	Category III	
				<b>Consolottes</b>							
107	-	2	L30URS9PW1 N	2620-24 ETHERNET SWITCH ?	\$ 4,379.00	\$8,758.00	25.00%	\$3,284.25	\$6,568.50		Item #7, Group 3
107	a	2	G806	APX7500 SINGLE BAND 7/800	\$ 515.00	\$1,030.00	25.00%	\$386.25	\$772.50		Item #7, Group 3
107	b	2	GA00244	ADD: ASTRO DIGITAL CAI OPERATION	\$ -	\$-	25.00%	\$-	\$-		Item #7, Group 3
107	c	2	G90	ADD: 7/800MHZ PRIMARY BAND	\$ -	\$-	25.00%	\$-	\$-		Item #7, Group 3
				ADD: NO MICROPHONE NEEDED	\$ -	\$-	25.00%	\$-	\$-		Item #7, Group 3



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107	d	2	L999	ADD: FULL FP W/05/KEYPAD/CLOCK/VU	\$ 789.00	\$1,578.00	25.00%	\$591.75	\$1,183.50		Item #7, Group 3
107	e	2	GA00255AD	ENH: SFS COMPREHENSIVE 5 YR	\$ 476.00	\$952.00	0.00%	\$476.00	\$952.00	n/a	n/a
107	f	2	G298	ENH: ASTRO 25 OTAR W/ MULTIKEY	\$ 740.00	\$1,480.00	25.00%	\$555.00	\$1,110.00		Item #7, Group 3
107	g	2	G843	ADD: AES ENCRYPTION APX	\$ 475.00	\$950.00	25.00%	\$356.25	\$712.50		Item #7, Group 3
107	h	2	CA01598	ADD: AC LINE CORD US	\$ -	\$-	25.00%	\$-	\$-		Item #7, Group 3
107	i	2	G51	ENH: SMARTZONE OPERATION APX	\$ 1,500.00	\$3,000.00	25.00%	\$1,125.00	\$2,250.00		Item #7, Group 3
107	j	2	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY	\$ 5.00	\$10.00	25.00%	\$3.75	\$7.50		Item #7, Group 3
107	k	2	G361	ADD: P25 TRUNKING SOFTWARE	\$ 300.00	\$600.00	25.00%	\$225.00	\$450.00		Item #7, Group 3
107	l	2	GA00580	ADD: TDMA OPERATION	\$ 450.00	\$900.00	25.00%	\$337.50	\$675.00		Item #7, Group 3
				<b>Aeroflex Service Monitor</b>							
108	-	1	TT2455	AEROFLEX 3920B P25 EXPERT TEST PACKAGE	\$ 40,229.00	\$40,229.00	5.00%	\$38,217.55	\$38,217.55		Item # 29, Group 7
109	-	1	DS390XOPT220	P25 PHASE 2 TWO-SLOT TDMA PHYSICAL LAYER/390XOPT220	\$ 7,059.00	\$7,059.00	5.00%	\$6,706.05	\$6,706.05		Item # 29, Group 7
110	-	1	DQ390XOPT604	APX-7000 AUTOTEST & ALIGNMENT/ 390XOPT604	\$ 2,353.00	\$2,353.00	5.00%	\$2,235.35	\$2,235.35		Item # 29, Group 7
						<b>Total</b>			<b>Total</b>		
						<b>\$776,015</b>			<b>\$690,293</b>		

											<b>AZ State Contract: ADSP013-036880</b>
											<b>AZ State Console Contract: ADSP013-036613</b>

### 9.4.2 Subscriber Equipment List

LIM	O	APC	QTY	NOMENCLATURE	DESCRIPTION	UNIT LIST (DUP)	EXT LIST (DUP)	CUSTOMER DISCOUNT (%)	UNIT CUSTOMER DISCOUNT (USD)	EXT CUSTOMER DISCOUNT (USD)	ADSP013-036613 RADIO DISPATCH	ADSP013-036880 TWO-WAY RADIO
					<b>Portable Radios</b>							
111	-	481	612	H98UCF9PW6 N	APX6000 700/800 MODEL 2.5 PORTABLE	\$ 2,588.00	\$1,583,856.00	28.00%	\$1,863.36	\$1,140,376.32		Item #12, Group 4
111	a	481	612	Q806	ADD: ASTRO DIGITAL CAI OPERATION	\$ 515.00	\$315,180.00	28.00%	\$370.80	\$226,929.60		Item #13, Group 4
111	b	481	612	H38	ADD: SMARTZONE OPERATION	\$ 1,200.00	\$734,400.00	28.00%	\$864.00	\$528,768.00		Item #13, Group 4
111	c	481	612	Q361	ADD: P25 9600 BAUD TRUNKING	\$ 300.00	\$183,600.00	28.00%	\$216.00	\$132,192.00		Item #13, Group 4
111	d	481	612	QA00580	ADD: TDMA OPERATION	\$ 450.00	\$275,400.00	28.00%	\$324.00	\$198,288.00		Item #13, Group 4
111	e	185	612	HA00022AB	ENH: SFS COMPREHENSIVE	\$ 228.00	\$139,536.00	0.00%	\$228.00	\$139,536.00	n/a	n/a
111	f	655	612	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY	\$ 5.00	\$3,060.00	28.00%	\$3.60	\$2,203.20		Item #13, Group 4
111	g	481	612	QA01833	ADD: EXTREME 1-SIDED NOISE REDUCTION	\$ 25.00	\$15,300.00	28.00%	\$18.00	\$11,016.00		Item #13, Group 4
111	h	481	612	Q498	ENH: ASTRO 25 OTAR W/ MULTIKEY	\$ 740.00	\$452,880.00	28.00%	\$532.80	\$326,073.60		Item #13, Group 4
111	i	481	612	Q629	ENH: AES ENCRYPTION	\$ 475.00	\$290,700.00	28.00%	\$342.00	\$209,304.00		Item #13, Group 4
111	j	481	612	QA01837	ALT: LIION IMPRES IP67 2900MAH (NNTN7038)	\$ 100.00	\$61,200.00	28.00%	\$72.00	\$44,064.00		Item #13, Group 4
111	l	481	612	H122	ALT: 1/4- WAVE 7/800 GPS STUBBY (NAR6595A)	\$ 24.00	\$14,688.00	28.00%	\$17.28	\$10,575.36		Item #13, Group 4
111	k	481	612	H301	DEL: DELETE BELT CLIP/BASIC CARRY HOLDER	\$ (10.00)	\$(6,120.00)	28.00%	\$(7.20)	\$(4,406.40)		Item #13, Group 4
					<b>Portable Accessories</b>							
112	-	372	612	PMMN4099A	AUDIO ACCESSORY- REMOTE SPEAKER MICROPHONE,IMPRES WINDPORTING RSM, IP55	\$ 120.00	\$73,440.00	25.00%	\$90.00	\$55,080.00		Item #13, Group 4
113	-	453	612	NNTN7038B	BATT IMP STD IP67 LIION 2900M 3100T BLK	\$ 142.00	\$86,904.00	25.00%	\$106.50	\$65,178.00		Item #13, Group 4

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114	-	795	612	NNTN7687A	APX CHARGER INSERT ADAPTER FOR XTS SINGLE-UNIT CHARGER	\$ 45.00	\$27,540.00	25.00%	\$33.75	\$20,655.00		Item #13, Group 4
					<b>Mobile Dash-Mount Radios</b>							
115	-	527	261	M25URS9PW1 N	APX6500 7/800 MHZ MID POWER MOBILE	\$ 2,194.00	\$572,634.00	27.00%	\$1,601.62	\$418,022.82		Item #1, Group 1
115	a	656	261	G806	ADD: ASTRO DIGITAL CAI OPERATION	\$ 515.00	\$134,415.00	27.00%	\$375.95	\$98,122.95		Item #2, Group 1
115	b	656	261	G442	ADD: O5 CONTROL HEAD	\$ 432.00	\$112,752.00	27.00%	\$315.36	\$82,308.96		Item #2, Group 1
115	c	656	261	G66	ADD: DASH MOUNT	\$ 125.00	\$32,625.00	27.00%	\$91.25	\$23,816.25		Item #2, Group 1
115	d	656	261	W22	ADD: PALM MICROPHONE	\$ 72.00	\$18,792.00	27.00%	\$52.56	\$13,718.16		Item #2, Group 1
115	e	185	261	GA00249AC	ENH: SFS COMPREHENSIVE	\$ 265.00	\$69,165.00	0.00%	\$265.00	\$69,165.00	n/a	n/a
115	f	656	261	G298	ENH: ASTRO 25 OTAR W/ MULTIKEY	\$ 740.00	\$193,140.00	27.00%	\$540.20	\$140,992.20		Item #2, Group 1
115	g	656	261	G843	ADD: AES ENCRYPTION APX	\$ 475.00	\$123,975.00	27.00%	\$346.75	\$90,501.75		Item #2, Group 1
115	h	656	261	G444	ADD: APX CONTROL HEAD SOFTWARE	\$ -	\$-	27.00%	\$-	\$-		Item #2, Group 1
115	i	656	261	G89	ADD: NO RF ANTENNA NEEDED	\$ -	\$-	27.00%	\$-	\$-		Item #2, Group 1
115	j	656	261	B18	ADD: AUXILARY SPKR 7.5 WATT	\$ 60.00	\$15,660.00	27.00%	\$43.80	\$11,431.80		Item #2, Group 1
115	k	655	261	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY	\$ 5.00	\$1,305.00	27.00%	\$3.65	\$952.65		Item #2, Group 1
115	l	656	261	G361	ADD: P25 TRUNKING SOFTWARE	\$ 300.00	\$78,300.00	27.00%	\$219.00	\$57,159.00		Item #2, Group 1
115	m	527	261	G51	ENH: SMARTZONE OPERATION APX6500	\$ 1,200.00	\$313,200.00	27.00%	\$876.00	\$228,636.00		Item #2, Group 1
115	n	656	261	GA00580	ADD: TDMA OPERATION	\$ 450.00	\$117,450.00	27.00%	\$328.50	\$85,738.50		Item #2, Group 1
115	o	656	261	GA00268	ADD: RFID LABEL	\$ 25.00	\$6,525.00	27.00%	\$18.25	\$4,763.25		Item #2, Group 1
					<b>Motorcycle Radios</b>							
116	-	656	25	M30URS9PW1 N	7/800 SINGLE BAND APX7500	\$ 2,586.00	\$64,650.00	27.00%	\$1,887.78	\$47,194.50		Item #18, Group 5
116	a	656	25	G806	ADD: ASTRO DIGITAL CAI OPERATION	\$ 515.00	\$12,875.00	27.00%	\$375.95	\$9,398.75		Item #19, Group 5
116	c	656	25	W22	ADD: MOTORCYCLE PALM MIC	\$ 72.00	\$1,800.00	27.00%	\$52.56	\$1,314.00		Item #19, Group 5

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116	d	656	25	G89	ADD: NO RF ANTENNA NEEDED	\$ -	\$-	27.00%	\$-	\$-		Item #19, Group 5
116	e	185	25	GA00255AB	ENH: SFS COMPREHENSIVE	\$ 317.00	\$7,925.00	0.00%	\$317.00	\$7,925.00	n/a	n/a
116	f	656	25	G298	ENH: ASTRO 25 OTAR W/ MULTIKEY	\$ 740.00	\$18,500.00	27.00%	\$540.20	\$13,505.00		Item #19, Group 5
116	g	656	25	G843	ADD: AES ENCRYPTION APX	\$ 475.00	\$11,875.00	27.00%	\$346.75	\$8,668.75		Item #19, Group 5
116	h	656	25	G67	ADD: REMOTE MOUNT MID POWER	\$ 297.00	\$7,425.00	27.00%	\$216.81	\$5,420.25		Item #19, Group 5
116	i	656	25	G51	ENH: SMARTZONE OPERATION APX	\$ 1,500.00	\$37,500.00	27.00%	\$1,095.00	\$27,375.00		Item #19, Group 5
116	k	656	25	G361	ADD: P25 TRUNKING SOFTWARE	\$ 300.00	\$7,500.00	27.00%	\$219.00	\$5,475.00		Item #19, Group 5
116	l	656	25	GA00580	ADD: TDMA OPERATION	\$ 450.00	\$11,250.00	27.00%	\$328.50	\$8,212.50		Item #19, Group 5
116	m	656	25	B18	ADD: AUXILARY SPKR 7.5 WATT	\$ 60.00	\$1,500.00	27.00%	\$43.80	\$1,095.00		Item #19, Group 5
116	n	655	25	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY	\$ 5.00	\$125.00	27.00%	\$3.65	\$91.25		Item #19, Group 5
116	o	656	25	G442	ADD: O5 CONTROL HEAD	\$ 432.00	\$10,800.00	27.00%	\$315.36	\$7,884.00		Item #19, Group 5
116	p	656	25	G138	ADD: APX MOTORCYCLE CH SFWR	\$ -	\$-	27.00%	\$-	\$-		Item #19, Group 5
116	q	656	25	G444	ADD: APX CONTROL HEAD SOFTWARE	\$ -	\$-	27.00%	\$-	\$-		Item #19, Group 5
116	r	656	25	W620	ADD: NO MTRCYCLE ENCL NEEDED APEX	\$ -	\$-	27.00%	\$-	\$-		Item #19, Group 5
							<b>Total</b>			<b>Total</b>		
							<b>\$6,235,227</b>			<b>\$4,574,721</b>		

### 9.4.3 Spare Console Options Equipment List

LIM	O	QTY	NOMENCLATURE	DESCRIPTION	UNIT LIST (DUP)	EXT LIST (DUP)	CUSTOMER DISCOUNT (%)	UNIT CUSTOMER DISCOUNT (USD)	EXT CUSTOMER DISCOUNT (USD)	ADSP013-036613 RADIO DISPATCH	ADSP013-036880 TWO-WAY RADIO
				<b>MCC7500 Spares</b>							
117	-	1	B1912	MCC SERIES DESKTOP SPEAKER	\$ 450.00	\$450.00	10.00%	\$405.00	\$405.00	Category III	
118	-	1	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE	\$ 250.00	\$250.00	10.00%	\$225.00	\$225.00	Category III	
119	-	1	B1913	MCC SERIES HEADSET JACK	\$ 200.00	\$200.00	10.00%	\$180.00	\$180.00	Category III	
120	-	1	TYN4001	FRU: GGM 8000 BASE MODULE	\$ 4,200.00	\$4,200.00	10.00%	\$3,780.00	\$3,780.00	Category III	
121	-	1	TYN4012	FRU: GGM 8000 LD ENH CONV GATEWAY MODULE	\$ 3,000.00	\$3,000.00	10.00%	\$2,700.00	\$2,700.00	Category III	
122	-	1	CLN1856	2620-24 ETHERNET SWITCH ?	\$ 2,250.00	\$2,250.00	10.00%	\$2,025.00	\$2,025.00	Category III	
123	-	1	TT2833	COMPUTER, Z440 WORKSTATION WINDOWS 7 (NON RETURNABLE)	\$ 2,950.00	\$2,950.00	10.00%	\$2,655.00	\$2,655.00	Category III	
124	-	1	B1934	MCC 7500 VOICE PROCESSOR MODULE FRU	\$ 11,830.00	\$11,830.00	10.00%	\$10,647.00	\$10,647.00	Category III	
124	a	1	CA00147AF	ADD: MCC 7500 SECURE OPERATION	\$ 3,250.00	\$3,250.00	10.00%	\$2,925.00	\$2,925.00	Category III	
124	b	1	CA00182AB	ADD: AES ALGORITHM	\$ 750.00	\$750.00	10.00%	\$675.00	\$675.00	Category III	
125	-	1	01009513003	POWER SUPPLY ADAPTOR,PWR SPLY 108W AC INP 12VDC OUT	\$ 150.00	\$150.00	10.00%	\$135.00	\$135.00	Category III	
126	-	1	DS22WBLK	22 INCH WIDE NON-TOUCH MONITOR, BLACK	\$ 3,299.00	\$3,299.00	10.00%	\$2,969.10	\$2,969.10	Category III	
127	-	1	DDN9590	SSG140 FIREWALL W/ 2 YEARS SUPPORT	\$ 6,500.00	\$6,500.00	10.00%	\$5,850.00	\$5,850.00	Category III	
128	-	1	30009351001	DC CABLE ASSY	\$ 32.00	\$32.00	10.00%	\$28.80	\$28.80	Category III	
				<b>MCC7100 Spares</b>							
129	-	1	DDN1391	MUSIK USB SPEAKERS (SET OF 2) PALO ALTO	\$ 79.00	\$79.00	10.00%	\$71.10	\$71.10	Category III	
130	-	1	B1941	USB AUDIO INTERFACE MODULE	\$ 1,900.00	\$1,900.00	10.00%	\$1,710.00	\$1,710.00	Category III	

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131	-	1	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE	\$ 250.00	\$250.00	10.00%	\$225.00	\$225.00	Category III	
132	-	1	B1913	MCC SERIES HEADSET JACK	\$ 200.00	\$200.00	10.00%	\$180.00	\$180.00	Category III	
133	-	1	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISP	\$ 290.00	\$290.00	10.00%	\$261.00	\$261.00	Category III	
						<b>Total</b>			<b>Total</b>		
						<b>\$41,830</b>			<b>\$37,647</b>		

## 9.4.4 ILPS Equipment List

LIM	O	QTY	NOMENCLATURE	DESCRIPTION	UNIT LIST (DUP)	EXT LIST (DUP)
117	-	1	SQM01SUM0287A	RIC/RTVI/CSDP HW & SW VM	\$ 20,013.00	\$20,013.00
118	-	1	T8264	RIC/IPLS APPLICATION SOFTWARE (2 RIC Clients, Server SW, RTVI Server SW, CSDP+UNS location+1 CAD+2 Video Connectors+ 50 RTVI client licenses)	\$ 179,000.00	\$179,000.00
119		1	CA02545AA	ADD: RIC EVENT/INCIDENT/AVL SOURCE INTERFACE	\$ 25,000.00	\$25,000.00
120	-	1	T7751	RTVI Camera Sources & Viewing Clients	\$ -	\$-
120	a	1	CA02592AA	ADD:RIC MESSAGING & QUERY (RMS I/F)	\$ 50,000.00	\$50,000.00
120	b	2	CA02595AA	ADD:RIC MESSAGING & QUERY UI	\$ 2,000.00	\$4,000.00
121	-	2	DQHPZ640CCAWS	RIC Z640 WORKSTATION	\$ 5,500.00	\$11,000.00
121	-	6	DSHPZ271MON	HP Z27I IPS MONITOR	\$ 993.00	\$5,958.00
121	-	1	T8101	TYPE A EXPANSION CONNECTOR (ALPR)	\$ 25,000.00	\$25,000.00
122	-	12000	MSD-IDPMAINT	Intelligent Data Portal Starter Kit Individual User - Annual Subscription	\$ 3.00	\$36,000.00
123	-	1	SQM01SUM0284	WAVE SERVER	\$ 15,000.00	\$15,000.00
124	-	1	TT2789	NEW WAVE SYSTEM	\$ -	\$-
125	-	1	TT2775	SOFTWARE,WAVE SERVER LICENSING	\$ 9,995.00	\$9,995.00
126	-	3	TT2777	WAVE COMMUNICATION CHANNEL-WITH RADIO SYSTEM INTEGRATION	\$ 2,995.00	\$8,985.00
127	-	25	TT2782	WAVE MOBILE COMMUNICATOR ANDROID & IOS	\$ 295.00	\$7,375.00
128	-	1	TT2820	SOFTWARE,WAVE RADIO GATEWAY SOFTWARE	\$ -	\$-
129	-	1	CVN7053	ASTRO 25 TO WAVE INTERFACE LICENSE	\$ 25,000.00	\$25,000.00
130	-	4744	DSWAVEARUS2	ANNUAL RELEASE AND UPDATE SUBSCRIPTION FOR 1 YEAR	\$ 3.00	\$14,232.00
131	-	3	SDE-250K-SS	DIGITAL STAKEOUT- SOCIAL MEDIA (Manual Entry)	\$ 11,660.00	\$34,980.00
132	-	3	PE ANALYTICS	PUBLIC ENGINES ANALYTICS ( 3 Yrs. )	\$ 15,899.00	\$47,697.00
133	-	3	PE PREDICTIVE	PUBLIC ENGINES PREDICTIVE (3 Yrs.)	\$ 43,799.00	\$131,397.00
134	-	1	PUBLIC ENG.TRAINING	PUBLIC ENGINES ANALYTICS / PREDICTIVE TRAINING	\$ 798.00	\$798.00
135	-	1	PUBLIC ENG.	PUBLIC ENGINES 25% 1 TIME DISCOUNT (for the 3 yr. purchase)	\$ (44,773.50)	\$(44,773.50)
136	-	3	DRAKONTAS3YR.	DRAKONTAS COLLABORATING TOOL - 1 YR. SUBSC. & ONE TIME FEE SET UP	\$ 6,000.00	\$18,000.00
137	-	1	DRAKONTAS_SETUP.	DRAKONTAS COLLABORATING TOOL - ONE TIME SET-UP FEE	\$ 5,000.00	\$5,000.00
				<b>MCC7100s H/w &amp; S/W</b>		
138	-	1	B1939	MCC 7100 IP Dispatch Position Main Model	\$ -	\$-
138	a	2	CA01642AB	ADD: MCC 7100 BASIC CONSOLE FUNCTIONALITY SOFTWARE LICENSE	\$ 4,000.00	\$8,000.00

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138	b	2	CA01643AA	ADD: MCC 7500 / MCC 7100 TRUNKING OPERATION	\$ 5,000.00	\$10,000.00
138	c	2	CA01644AA	ADD: MCC 7500 /MCC 7100 ADV CONVL OPERATION	\$ 3,000.00	\$6,000.00
138	d	2	CA02180AA	ADD: MCC 7100 SECURE OPERATION	\$ 3,250.00	\$6,500.00
138	e	2	CA02092AA	ADD: SOFTWARE AES, DES-OFB, ADP ENCRYPT KEY FILE MGMT	\$ 1,800.00	\$3,600.00
139	-	2	HKVN4159A	10 CHANNEL SW LICENSE	\$ 5,000.00	\$10,000.00
140	-	2	B1941	USB AUDIO INTERFACE MODULE	\$ 1,900.00	\$3,800.00
141	-	2	B1913	MCC SERIES HEADSET JACK	\$ 200.00	\$400.00
142	-	2	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE	\$ 250.00	\$500.00
143	-	2	RMN5078B	SUPRAPLUS NC SINGLE MUFF HEADSET	\$ 149.00	\$298.00
144	-	2	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISP	\$ 290.00	\$580.00
145	-	2	DDN1391	MUSIK USB SPEAKERS (SET OF 2)	\$ 79.00	\$158.00
146	-	2	DDN1400	SHURE DESKTOP GOOSENECK MICROPHONE 12" NECK	\$ 405.00	\$810.00
147	-	2	DDN1429	ANGLED DESKTOP GOOSENECK BASE SHURE	\$ 111.00	\$222.00
148	-	2	DDN1428	XLR TO USB ADAPTER SHURE	\$ 192.00	\$384.00
149	-	1	T7885	MCAFFEE WINDOWS AV CLIENT	\$ 165.00	\$165.00
150	-	1	T7448	WINDOWS SUPPLEMENTAL FULL CONFIG	\$ 50.00	\$50.00
151	-	1	DDN9590	SSG140 FIREWALL W/ 2 YEARS SUPPORT	\$ 6,500.00	\$6,500.00
					\$ -	\$-
						<b>Total</b>
						<b>\$687,624</b>



Exhibit B  
[Financing Proposal for City of Glendale, AZ]



Date: November 5, 2015

Financing proposal for: City of Glendale, AZ

Communications System Financing Proposal

Motorola Solutions Credit Company LLC is pleased to submit the following proposal for the financing of your Motorola Communications MCC7500 console/APX subscriber solution in accordance with the terms and conditions of the Motorola Solutions Credit Company LLC Credit Agreement.

<b>Transaction Type:</b>	Municipal Lease-Purchase Agreement	
<b>Lessor:</b>	Motorola Solutions, Inc. (or its Assignee)	
<b>Lessee:</b>	<b>City of Glendale, AZ</b>	
	Option 1	Option 2
<b>Amount:</b>	\$7,053,749.00	\$8,085,623.00
<b>Down Payment:</b>	\$0.00	\$0.00
<b>Balance to Finance:</b>	\$7,053,749.00	\$8,085,623.00

**Equipment:** As per the Motorola equipment proposal.

**Title:** Title to the equipment will vest with the Lessee.

**Insurance:** Lessee will be responsible to insure the equipment as outlined in the lease contract.

**Taxes:** Personal property, sales, leasing, use, stamp, or other taxes are for the account of the Lessee.

	<u>Option One</u>	<u>Option Two</u>
<b>Lease Term:</b>	Three Years	Three Years
<b>Payment Frequency:</b>	Annual	Annual
<b>Payment Structure:</b>	Arrears	Arrears
<b>Lease Rate:</b>	<b>0.00%</b>	<b>0.00%</b>
<b>Lease Factor:</b>	0.333333	0.333333
<b>Lease Payment:</b>	\$2,351,249.67	\$2,695,207.67
<b>Payment Commencement:</b>	First payment due one year after contract execution.	

**Expiration:** This interest rate methodology is valid for all leases commenced by 12/15/2015

**Indexing arrangement –Non-bank qualified structure 3 year terms**

The Lease Payments shall be calculated using a rate of interest ("Lease Rate") that is initial indexed to the three (3) year average life Interest Rate Swap (the "Index Rate") as reported on the Federal Reserve Statistical Release H.15 Report. The average life Interest Rate Swap corresponds to the respective lease term. The H.15 Report can be accessed at the Federal Reserve Bank web site: www.federalreserve.gov/releases/h15/. On the Commitment Date, the final Lease Rate will be calculated by taking the Index Rate for that date from the H.15 Report, subtracting a spread of .948% and multiplying the sum of those two numbers by .64 to calculate the Lease Rate for the year term. The rates are then fixed for the full term of the Lease.

The following H.15 average life Index Rates were in place at the approximate time this quote was issued:

3 year : .95%

**Qualifications:** Receipt of a properly executed documentation package.

Lessee qualifies as a political subdivision or agency of the State as defined in the Internal Revenue Code of 1986. The interest portion of the Lease Payments shall be excludable from the Lessor's gross income pursuant to Section 103 of the Internal Revenue Code.

Receipt of a copy of the last years audited financial statements and current year's budget from the Lessee.

This proposal should not be construed as a commitment to finance. It is subject to final Motorola credit committee approval. This quote is based on the general level of interest rates, primarily U.S. Treasury Bills of like term maturity. Any movement in those rates in excess of 10 basis points will result in the revision of this quote.

**Documentation:** Municipal Equipment Lease Purchase Agreement  
 Opinion of Counsel  
 Schedule A / Equipment List  
 Schedule B / Amortization Schedule  
 8038G  
 UCC-1  
 Certificate of Incumbency  
 Statement of Essential Use/Source of Funds  
 Evidence of Insurance or Statement of Self Insurance  
 Resolution from governing body authorizing the execution of the Lease

Please feel free to contact me if there are any questions or if an alternate structuring is required.

Regards,  
Bill Stancik  
Motorola Customer Financing  
847-538-4531

Exhibit C  
[Technical and Implementation Documentation]

## SECTION 1

# SYSTEM DESCRIPTION

## 1.1 PROJECT OVERVIEW

Motorola's proposed dispatch solution for City of Glendale, ("City of Glendale") is our MCC 7500 Dispatch Console connected to the master site of the Regional Wireless Cooperative (RWC).

The MCC 7500 Dispatch Console will provide City of Glendale with scalable, flexible system architecture, sophisticated network management and security, and an easy migration to future capabilities.

A description of the console features and benefits, system architecture, and hardware components follow.

Motorola has taken great care to propose an offering that will provide the City of Glendale with a radio solution that meets their needs.

Proposed system design consists of the following subsystems:

### 1.1.1 Master site

Motorola has included Master site licenses for up to Fifteen (15) new MCC dispatch positions.

### 1.1.2 MCC 7500 Primary Dispatch Center

Motorola will install Six (6) MCC 7500 operator positions at this location. Additionally, Motorola will replace 6 existing consolettes with new APX consolettes and connect them to the existing combiner/antenna system. Also, included in the proposal is the scope to refresh an existing conventional site controller for fall back operations. The conventional site controller allows dispatchers to continue to access and control local conventional channels if connectivity to the radio system's controller is lost. This mode of operation is often called "fallback operation" or "site conventional operation".

The proposed solution does not include an archiving interface servers (AIS) at this location. However, if this location had an AIS, in fallback operation mode AIS will also continue to record calls on local conventional channels.

The proposed design provides interface for up to twenty-four (24) analog conventional channels. This will not only provide adequate ports for existing conventional resources but also provide scope for future expansion. Motorola's proposed consoles can be used to control ASTRO 25 conventional channels, MDC 1200 channels and/or consolettes connected via ACIM Link.

Major components in MCC 7500 dispatch sub system are:

- Two (2) Ethernet LAN Switches
- Two (2) GGM 8000 Routers.
- One (1) SDM 3000 AUX IO Server -- Existing
- One (1) Conventional Site Controller -- Existing
- Six (6) Low Density Enhanced Conventional Channel Gateway units.



- Six (6) APX 7500 Single band 7/800MHz consolettes with full front panel
- One (1) MCC7100 Proxy server
- One (1) SS140 Firewall
- Six (6) MCC 7500 Dispatch positions each with:
  - One (1) Voice processing module.
  - One (1) Z440 Console workstation
  - One (1) 22” Non Touch Screen Monitor
  - Two (2) Speakers.
  - Two (2) Headset Jacks.
  - One (1) Gooseneck Microphone
  - One (1) Footswitch
  - MCC7500 Application with AES Encryption capability.
  - Dual Instant Recall Recorder application

### 1.1.3 EOC

- One (1) MCC 7100 Dispatch positions located outside Radio Network Infrastructure (RNI) with:
  - One (1) Audio Interface Module.
  - One (1) Laptop Computer w/docking station.
  - Two (2) MUSIK USB Speakers.
  - Two (2) Headset Jacks.
  - One (1) Gooseneck Microphone
  - One (1) Footswitch
  - MCC7100 Application with AES Encryption capability. (Capacity: Allows maximum of 10 simultaneous voice streams with 30 on screen resources.)
  - Instant Recall Recorder application

### 1.1.4 MCC 7100 Backup Dispatch Center

Motorola will install Four (4) MCC 7100 operator positions at this location. Additionally, Motorola will provide a new IP Logging subsystem and replace two existing consolettes with new APX consolettes. The existing combiner/antenna system will be utilized. The existing conventional site controller will be refreshed to support fall back operations.

Proposed solution includes an archiving interface server (AIS) at this location.

Proposed design provides interface for up to eight (8) analog conventional channels at this location. Motorola’s proposed consoles can be used to control ASTRO 25 conventional channels, MDC 1200 channels and/or consolettes connected via ACIM Link.

Major components in MCC 7100 dispatch sub system are:

- One (1) Ethernet LAN Switch
- One (1) SDM 3000 AUX IO Server.
- One (1) Conventional Site Controller -- Existing
- Two (2) Low Density Enhanced Conventional Channel Gateway units.
- Two (2) APX 7500 Single band 7/800MHz consolettes with full front panel
- One (1) Archiving interface server (AIS)
- One (1) SS140 Firewall
- One (1) Verint IP Logger
- One (1) Verint Central Archiving server.

- One (1) MCC7100 Proxy server
- Four (4) MCC 7100 Dispatch positions located outside Radio Network Infrastructure (RNI) each with:
  - One (1) Audio Interface Module.
  - One (1) Laptop Computer with docking station
  - Two (2) MUSIK USB Speakers.
  - Two (2) Headset Jacks.
  - One (1) Gooseneck Microphone
  - One (1) Footswitch
  - MCC7100 Application with AES Encryption capability. (Capacity: Allows maximum of 10 simultaneous voice streams with 30 on screen resources.)
  - Instant Recall Recorder application
  - Existing monitors at the primary dispatch location will be relocated to this location for connection to the docking stations.

### 1.1.5 Subscribers and Miscellaneous items

Following subscribers are included in the proposed offering:

- Six hundred and twelve (612) APX 6000 7/800MHz portables.
- Two hundred and Sixty one (261) APX 6500 7/800MHz Mid powered Mobiles.
- Twenty five (25) APX 7500 7/800MHz Mid powered single band Mobiles for Motorcycle installations.

Additionally, Motorola has included an Aeroflex Service monitor in the proposed quote.

## 1.2 PROJECT DEMARCATION

Motorola's demarcation points are as below:

- Site links: Motorola's demarcation point is the proposed RJ45 Surge protection units in the back room. Motorola will test the sites links provided by customer. However, customer is responsible for the performance of backhaul connection.
- AUX IOs: Motorola will install three Punch blocks in the provided rack, for terminating all analog and digital IOs. City of Glendale is responsible for wiring all inputs (doors, gates etc.,) and/or outputs (lights, indicators)
- Consolettes: Motorola will replace eight existing consolettes with new APX consolettes. Customer is responsible for identifying RF demarcation for the existing antenna system. Motorola will make the connection.
- CEN: Motorola will provide Control room CEN demarcation on the proposed Firewall. Customer is responsible for connecting the firewall to their CEN LAN switch.

## 1.3 DESIGN ASSUMPTIONS

Motorola has made several assumptions in preparing this proposal, which are noted below. In case these assumptions are determined to be not valid, Motorola reserves the right to revise the scope of this project and adjust the cost as applicable.

- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56.

- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage and site grounding to support the requirements of the system described.
- Eight (8) existing console/control stations will be replaced with new APX Consolettes; existing antenna system (including combiner scheme if any) will be reused. Motorola did not include cost for new antenna systems.
- Any required system interconnections not specifically outlined here will be provided by the Customer. These may include dedicated phone circuits, microwave links or other types of connectivity.
- Motorola did not include Microwave or Fiber site links in the proposed scope.
- No coverage guarantee is included in this proposal.
- No box level or performance spec testing will be conducted.
- All equipment power is to be 120V AC
- The customer will provide NEC and R56 compliant TVSS power panel protection and grounding connection points for all rack-mounted equipment
- Motorola is not providing any console workspace furniture or enclosures. The customer will be responsible for providing furniture and any custom equipment to accommodate the console operator terminal(s) and to suit individual dispatcher preferences.
- This proposal/design does not make any claims with regards to equivalent functionality between the existing console dispatch equipment/design and the MCC 7500 dispatch equipment.
- The provided Conventional Channel Gateways (CCGWs) support conventional stations that utilize four-wire analog E&M (Type II) or Tone-Remote Controlled (TRC) interfaces, and ACIM interface V.24.
- The CCGW does not support DC-controlled and SB9600 resources.
- AUX I/O functionality has been provided for the dispatch center via a MCC 7500 AUX I/O server depending on the requirement. This proposed equipment is capable of supporting 16 output relays and 48 active high inputs.
- Motorola has not made any provisions in its design for connection of third-party systems to its dispatch hardware, this includes but is not limited to:
  - Computer Aided Dispatch (CAD)
  - Telephone Interconnect
- Motorola assumes that City of Glendale has a Network Addressed Storage (NAS) for the proposed Logging solution. NAS is not included in this offering.
- Since City of Glendale has analog logging recorder in place, Motorola did not included provision for recording telephone or any other form of analog audio in the proposed logging solution.
- Motorola assumes that the master site will have enough capacity and T1 ports to support the add-on console sites.

## 1.4 MCC 7500 DISPATCH CONSOLE

### 1.4.1 MCC 7500 Overview

The Motorola MCC 7500 Dispatch Console is Motorola's mission critical IP high-tier radio dispatch console system. The MCC 7500 dispatch Console features an intuitive, easy-to-use Graphical User Interface (GUI) that runs under a Microsoft Windows® operating system, utilizing the industry standard PC platform. MCC 7500's highly recognizable icons are designed to reduce user training time, and allow dispatchers to manage information more productively.



## 1.4.2 MCC 7500 System Benefits and Features

The MCC 7500 is designed to help reduce the total cost of owning an IP-based, feature-rich dispatch system without compromising quality and reliability. Specific benefits of the MCC 7500 include the following:

- The intuitive, easy to use Graphical User Interface (GUI) *enhances dispatchers' efficiency and accuracy.*
- *Software-based upgrades* facilitate system and feature expansion.
- Installation is simplified and site costs are reduced because *console positions function without backroom electronics.*
- Console *configuration is performed at centralized Network Management clients*, and *changes are automatically distributed.*
- Offers *robust service logs that contain real-time information* to facilitate maintenance activities.
- *Conventional audio can be transported over the IP network*, which eliminates the need for channel banks or a separate circuit-switched network.

## 1.4.3 Architecture

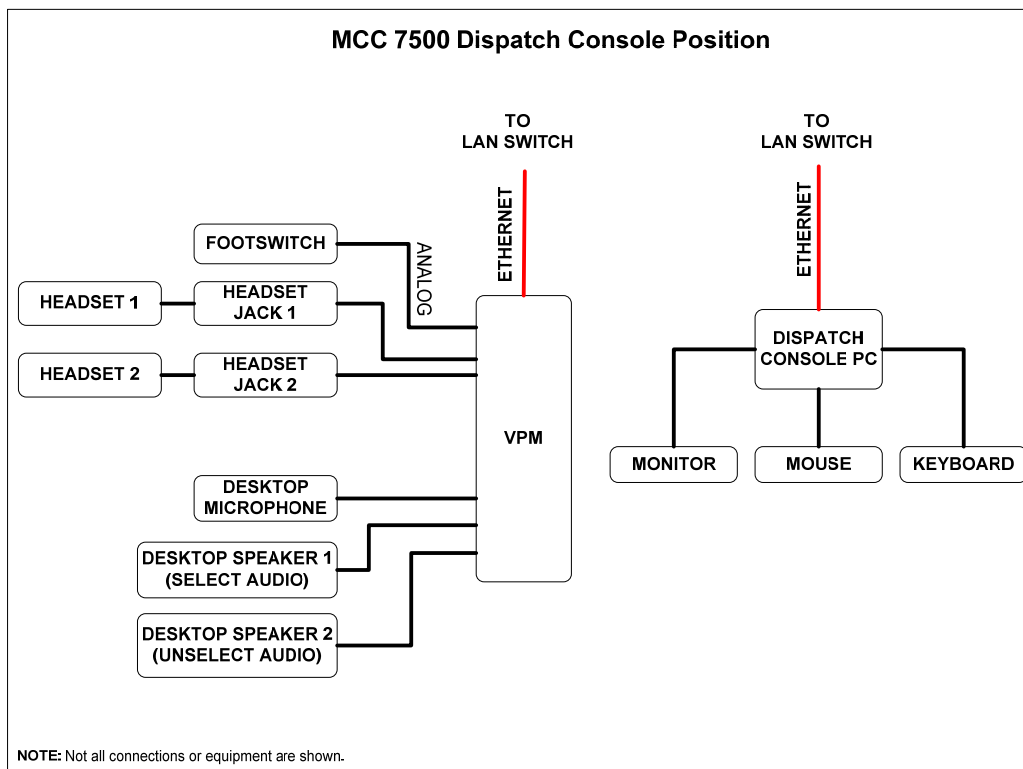
Motorola's MCC 7500 Console Subsystem consists of the following components:

- MCC 7500 Dispatch Console Positions
- Logging Recorder Subsystem
- Conventional Channel Gateways
- Conventional Site Controller

In addition, there are two software programs that comprise the MCC 7500 dispatch position– the Elite Dispatch graphical user interface (the dispatching software used to operate the dispatch position) and the Elite Admin application (the administrative software used to define the layout of the Elite dispatch screens).

Various combinations of these components are connected together and to the rest of the ASTRO 25 system via console site routers and switches on an IP network (Figure 1-1).





**Figure 1-1: Motorola MCC 7500 Dispatch Console Hardware Architecture**

The following section of the system description contains descriptions of the above components.

## 1.4.4 MCC 7500 Dispatch Console Position

Figure 1-2 shows a typical operator position.



**Figure 1-2: MCC 7500 Typical Operator Position**

### 1.4.4.1 Personal Computer (PC)

The VPM-based dispatch console uses an off-the-shelf personal computer running the Microsoft Windows operating system. The PCs used in ASTRO 25 systems have a minitower form factor and come with a keyboard and mouse. A variety of monitors are supported, including both touch and non-touch operation.

The proposed system includes a certified workstation with a 22" Non Touch Screen Monitor per position.

The model computer being proposed will be capable of operating the ASTRO 7.14 software platform.

#### 1.4.4.2 Voice Processing Module (VPM)

The VPM connects to the console site LAN switch and communicates with the dispatch console PC via Ethernet. The VPM performs the digital-to-analog and analog-to-digital conversions for all analog audio flowing into or out of the dispatch console. The VPM provides all the audio processing services for the VPM-based dispatch console. The VPM is capable of providing encryption/decryption services. The voice card within the VPM provides the vocoding and audio processing services for the dispatch console. It is capable of supporting IMBE vocoder algorithms for ASTRO 25 operation, as well as supporting audio level adjustments, summing, and filtering, and can support multiple simultaneous streams of audio.

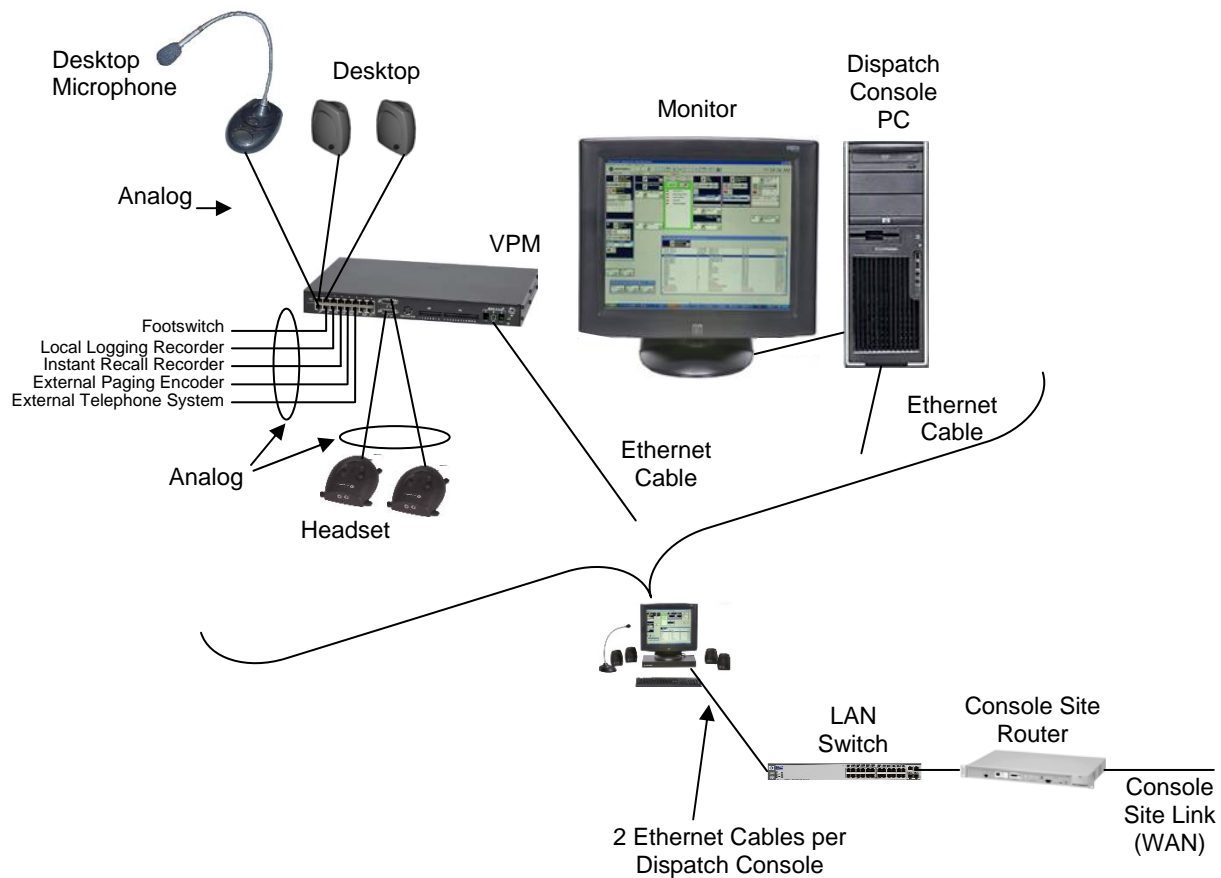
The VPM is designed so it can be mounted in furniture, placed on top of a writing surface, or mounted in an EIA 19 inch rack. It is also capable of supporting monitors weighing up to 80 pounds (36 kg) standing on top of it. The VPM uses an external power supply (similar to the power supplies used with laptop computers) which must be connected to an AC power source.

The VPM provides the connections for the following items:

- One desktop microphone
- Two headset jacks
- Up to eight desktop speakers (Two speakers included)
- One logging recorder port
- One radio instant recall recorder
- Dual telephone instant recall recorder
- One external telephone set
- One external paging encoder (for analog resources only)
- One footswitch
- One generic transmit audio input

The VPM uses an external power supply (similar to the power supplies used with laptop computers) which must be connected to an AC power source.

Figure 1-3 shows the hardware architecture of the Motorola MCC 7500 Dispatch Console.



**Figure 1-3 Motorola MCC 7500 IP Dispatch Console hardware Architecture (with VPM)**

Further details on the various dispatch equipment are provided below.

#### 1.4.4.3 Desktop Microphone

The MCC 7500 Dispatch Console is capable of supporting a single Desktop Gooseneck Microphone. The Desktop Gooseneck Microphone contains a microphone cartridge on a flexible shaft and two buttons in its base. One button controls the General Transmit feature and the other controls the Monitor feature.

The proposed system includes a desktop gooseneck microphone per dispatch position.

#### 1.4.4.4 Headset Jack

A dispatch console is capable of supporting up to two headset jacks. A headset jack allows a dispatcher to use a headset while operating the dispatch console. The headset jack contains two volume controls; one for adjusting the level of received radio audio and one for adjusting the level of received telephone audio.

The headset jack allows customers to use headsets which both decrease the ambient noise in a control room and reduce the effect of any ambient noise on console transmissions. This improves the quality of the audio being transmitted from the control room and allows the dispatchers to hear received audio more clearly.

The proposed system includes two headset jacks per dispatch position.

#### 1.4.4.5 Desktop Speaker

A dispatch console is capable of supporting up to eight (8) Desktop Speakers through which audio is presented to a dispatcher. Each speaker on a dispatch console contains unique audio; that is an audio source cannot appear in multiple speakers at a single dispatch console.

The speaker is a self-contained unit which may be placed on a desktop, mounted in a rack/furniture, mounted on a wall or mounted on a computer monitor. It contains an amplifier which provides 2 Watts of power maximum. Power for the speaker is obtained from the VPM via it's interconnect cable. A mounting bracket is included with the speaker.

The speaker provides the user with a continuous volume control knob. This serves as a master volume control for all the audio which appears in the speaker. When the user adjusts this volume control, all the audio in the speaker is increased or decreased by the same amount.

The proposed system includes two desktop speakers per dispatch position.

#### 1.4.4.6 Footswitch

The dispatch console is capable of supporting a single footswitch. The footswitch allows a dispatcher to access the General Transmit feature or Monitor feature without using his/her hands. This is useful in situations where the dispatch console user's hands are not free for activating those features. The footswitch can contain either one of two pedals. If a footswitch with one pedal is used, the pedal controls the General Transmit feature. If a footswitch with two pedals is used, one pedal controls the General Transmit feature and the other controls the Monitor feature.

The proposed system includes a dual pedal footswitch per dispatch position.

A description of the additional ports available on the VPM is provided below.

#### **Telephone/Headset Port**

The Telephone/Headset Port allows an external telephone set to be connected to the dispatch console. The dispatch console's headset can then be used to communicate on both the radio system and the telephone set. The port provides the following inputs and outputs:

- A balanced 600 Ohm analog audio output containing the headset's microphone audio.
- A balanced 600 Ohm analog audio input for the external telephone's received audio.
- An input buffer for the Off Hook signal from the external telephone.
- An input buffer for an Auxiliary Jack Sense signal from the external telephone.

When the dispatch console senses a dry closure on the Off Hook input buffer, it removes the selected radio audio from the headset earpiece and puts it back in the appropriate speaker(s). It then routes any audio appearing at the Telephone/Headset Port's audio input to the headset earpiece. It also routes headset microphone audio to the Telephone/Headset Port's audio output. This allows the dispatch console user to communicate hands-free on the telephone set.

When the dispatch console senses a dry closure on the Auxiliary Jack Sense input buffer, it ignores any closures on the Off Hook input buffer. This causes the headset to work with the radio system instead of the external telephone system. This allows the dispatch console headset to be used for radio operations when another person is staffing the telephone set.

If the dispatch console user transmits on any radio resources while the Off Hook signal is active, the headset microphone is re-routed to the radio system for the duration of the transmission. When the transmission is ended, the headset microphone is routed back to the Telephone Headset Port's audio output. The headset earpiece audio routing is not changed during the transmission, so the dispatch console user can still hear the telephone's received audio.

The Telephone/Headset Port allows a dispatch console user to use a single headset to communicate on both the radio system and a telephone system (e.g., a 911 system).

### **External Paging Encoder Input**

The MCC 7500 VPM at each operator position features an input for an external paging encoder. This port is used in cases where the customer may wish to implement a third-party paging encoder to be used in conjunction with or alternate to the integrated paging encoder.

### **Instant Recall Recorder Port (for Radio)**

The Instant Recall Recorder Port (for Radio) allows an instant recall recorder to be connected to a dispatch console. The port provides an RJ45 connector with a balanced, 600 Ohm analog audio output containing the receive radio audio on the selected channels. Transmit audio of any type (from either this dispatch console or a parallel dispatch console) as well as tones generated by the dispatch console (emergency tones, callback tones, busy tones) are not included in the audio output.

If transmit audio is desired for the instant recall recorder, the Long Term Logging Port may be used instead of the Instant Recall Recorder Port. Both outputs have the same electrical characteristics; only the content of the audio is different. No playback speaker input or recording control line output are provided on the port.

Dispatch console generated tones (e.g., emergency alarm tones, trunking busy tones, error tones, etc.) are not included in the audio appearing at the analog audio output. This is done so that they do not interfere with the dispatch console user's ability to understand the voice audio that was recorded.

Short-term, console-specific audio recording is a mechanism used to record a portion of the inbound audio present on a specific dispatch console and make it readily available to the dispatch console user. This recorded audio is retained by the recording system for a short period (typically about 60 minutes) and is easily played back by the dispatch console user. This allows the dispatch console user to replay received audio, which the user may have missed.

### **Long Term Logging Port**

Long term, console-specific audio recording is a mechanism used to record a portion of the inbound and outbound audio present on a specific dispatch console. This is historically done by providing a logging port at the dispatch console, and wiring that port to a track of an audio recording device. The recordings are then archived for long-term storage, and provide a historical record of the radio communications made at a given dispatch console.

The Long Term Logging Port allows an external logging recorder (customer provided) to be connected to a dispatch console. The port provides an RJ45 connector with a 600 Ohm balanced analog output. The audio that appears on this output is configurable, but is typically the audio that was transmitted and/or received at that dispatch console.

The configuration of audio to be presented at this port is tied to the physical dispatch console, so that no matter what user is logged into the console, the same type of audio is logged. This configuration is done as part of configuring the dispatch console at the radio system's network manager. The long term logging port can be configured to log any combination of these audio sources:

- Audio received from the currently selected radio resources (note that the level of this audio is not affected by either the individual volume setting of the radio resource or the master volume control on the speaker or headset jack).
- Microphone audio being transmitted to the currently selected radio resources by this dispatch console user.
- Microphone audio being transmitted to unselected radio resources by this dispatch console user.
- Any tones generated by the dispatch console that appear in its speakers (trunking tones, emergency tones, etc.).
- Tones generated by an external paging encoder.

Please note that this output may be used with an instant recall recorder as well as a long term logging recorder.

#### 1.4.4.7 Software Based Dual Instant Recall Recorder

The Dual Instant Recall Recorder (IRR) software (CD format) allows users to record the audio from two different sources (e.g., radio and telephone); digitally on a personal computer (the software can also be configured to operate as a single channel IRR). The system uses an individual PC where the recording files are stored on the PC's hard drive. The Instant Recall Recorder keeps a database of all recordings, which allows for convenient "point and click" search and playback of any recordings. Once the software is installed on your PC, the functions are controlled through a Graphical User Interface (GUI) icon.

In addition, the Instant Retrieval Recorder has numerous special features; such as the ability to attach text documents to recordings, a security system, multiple playback (which allows the user to playback more than one recording at the same time), and real time audio monitor (which allows the user to listen to the last ten minutes of a recording in progress without being required to stop recording to be able to listen).

The Instant Retrieval window allows the user to immediately access the recordings. The Instant Retrieval window initially opens on the newest recordings, but allows access to any recordings on the system. The recording can also be saved to the .WAV file that the user specifies. This is useful if the user wants to save a specific recording to a CD or hard disk.

The proposed system includes IRR at each dispatch position with a set of PC speakers.

#### 1.4.4.8 Elite Dispatch Graphical User Interface

The Motorola MCC 7500 dispatch console uses the Elite Dispatch graphical user interface (GUI) for displaying information to and accepting commands from the dispatch console user. The Elite Dispatch GUI is efficient, easy to use and intuitive, having been refined and proven through years of use in public safety dispatch centers around the world.

An example of the Elite Dispatch GUI is shown in Figure 1-4.

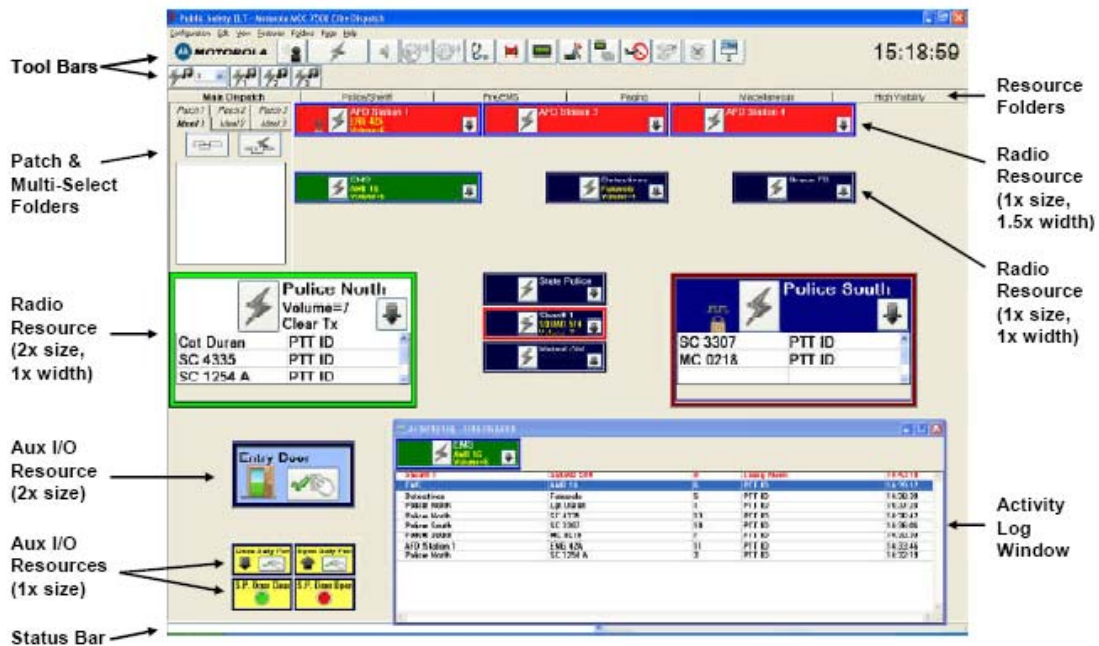


Figure 1-4: Elite Dispatch GUI

The Elite Dispatch GUI is based on Microsoft Windows GUI programming standards and contains many controls, displays and features which are familiar to anyone who has caused Windows-based applications. These features are described in greater detail in the following sections.

### Pull-Down Menus

The dispatcher is able to access features and functions through the pull-down menus. The Elite Dispatch GUI provides the following pull-down menus on a menu bar across the top of the dispatch window.

- **Configuration** – Provides access to the configuration files used by the Elite Dispatch GUI. Also allows the dispatch application to be exited.
- **Edit** – Allows various aspects of how audio, resources and features are presented to the user on the Elite Dispatch GUI to be edited. Changes made using this menu are not permanent and are lost when the dispatch application is exited. Also provides access to an on-screen keyboard for use when a hardware keyboard is not available.
- **View** – Allows the dispatcher to control whether or not the Activity Log, Auxiliary I/O and Inbound Event Display Windows are shown.
- **Features** – Provide access to various features of the dispatch console. Note that some of these features may also be available via buttons on the GUI if so configured. Also allows the System Status Window to be viewed, Tool Tips to be hidden and/or the Status Line to be cleared.
- **Folders** – Allows the dispatcher to switch between folders, add folders and delete folders. Changes made using this menu are not permanent and are lost when the dispatch application is exited.
- **Help** – Provides access to detailed online help for using the Elite Dispatch GUI and information about the Motorola MCC 7500 application software.

The user may customize which menus are displayed and what they contain via the Elite Admin application.

## Tool Bars

Up to two tool bars may be present across the top of the dispatch window and may be used to provide quick access to frequently used features. The following are examples of the items which may be placed in the tool bars:

- Clock
- General Transmit Button
- Monitor Button
- All Mute Button

There are many other items which may be placed in the tool bars. The Elite Admin application is used to define how many tool bars are displayed and what they contain.

## Status Bar

A status bar is provided across the bottom of the dispatch window for viewing the status of the dispatch console, as well as various error messages. The most current status or error message is displayed in the status bar until cleared by the dispatch console user. The dispatch console user may scroll through the last ten statuses and error messages to view them and may clear them by using the Features menu on the menu bar.

## Resource Folders

The Elite Dispatch GUI provides up to twenty resource folders for organizing the various resources (radio resources, auxiliary input/output resources, etc.) which are assigned to the dispatch console. These folders may be given descriptive names to simplify the organization of the resources.

The resources on a folder are displayed when the dispatch console user clicks on the folder tab. Resources on folders which are hidden behind the one being displayed continue to operate in a normal manner. Radio resource audio on a hidden folder appears in the appropriate speakers/headsets along with a visual call indication on the folder tab. If an emergency alarm or call is received on a radio resource which is located on a hidden folder, a visual emergency indication is displayed on the folder tab along with the normal emergency audible indication. If both emergencies and calls are being received on resources on a hidden folder, both icons will be displayed on the folder tab.

A resource may be placed on more than one folder at the same time. This allows users to create folders for special situations without having to move resources back and forth between folders. A resource may be displayed in different ways (compressed or expanded) or in different widths or sizes on different folders.

The Elite Admin application is used to configure how many folders appear on the Elite Dispatch GUI and which resources appear on each folder. It is also used to put descriptive names on the folder tabs.

During dispatch operations the dispatch console user may, if so configured by the Elite Admin application, be able to add, remove or move resources on the folders. If this is done, these changes are not saved if the user logs out of or changes configuration files for the dispatch application.

## Radio Resources

Voice communication paths in the radio system are represented as radio resources – also referred to as tiles – on the Elite Dispatch GUI. These radio resources are used by the dispatch console user to communicate on and control the radio system.

The following radio resources are supported:

- Trunked Talkgroups



- Trunked Announcement Groups
- Trunked Private Calls
- Analog Conventional Channels
- ASTRO 25 Conventional Channels
- MDC 1200 Conventional Channels
- ACIM Link Based Console Channels

Radio resource tiles are highly configurable and can be customized to meet customer needs. The following aspects of a radio resource tile can be configured:

- Form factor (compressed, larger compressed or expanded)
- Width and Height
- Magnification (1x, 2x or 3x)
- Background color
- Border color
- Which controls and indicators are displayed on the tile
- Location of controls and indicators on the tile
- Which icons are displayed on the controls and indicators

### Indicators and Controls

A radio resource contains indicators and controls that allow the dispatch console user to monitor and control various aspects of the radio channel. Examples of the indicators and controls which may appear on a radio resource include:

- Instant Transmit Button
- Transmit Active/Transmit Busy Indications
- Patch Active/Patch Busy Indications
- Received Call Indication
- Received Call Stack
- Individual Volume Control

The types of indicators and controls which appear on the radio resource depend on the type of radio channel it represents, and how it has been configured in the Elite Admin application. The radio resource may be configured to always show the indicators and controls or to allow the dispatch console user to hide them when not in use to save space on the screen. The icons used on the indicators and controls can be configured in the Elite Admin application to suite the customer's needs.

- **Compressed Resource** – Allows the dispatcher to hide the indicators and controls (Figure 1-5). Notice the small arrow button which allows the resource to be opened and closed to show the controls and indicators. This saves a tremendous amount of space on the screen by allowing the dispatcher to view only the most critical information for any given channel. This type of display is ideal for dispatchers monitoring several different channels where space in the resource folder is at a premium.



Figure 1-5: Compressed Radio Resource

- **Larger Compressed Resource** – Allows the dispatcher to always show some of the indicators and controls, and hide some of the others (Figure 1-6).

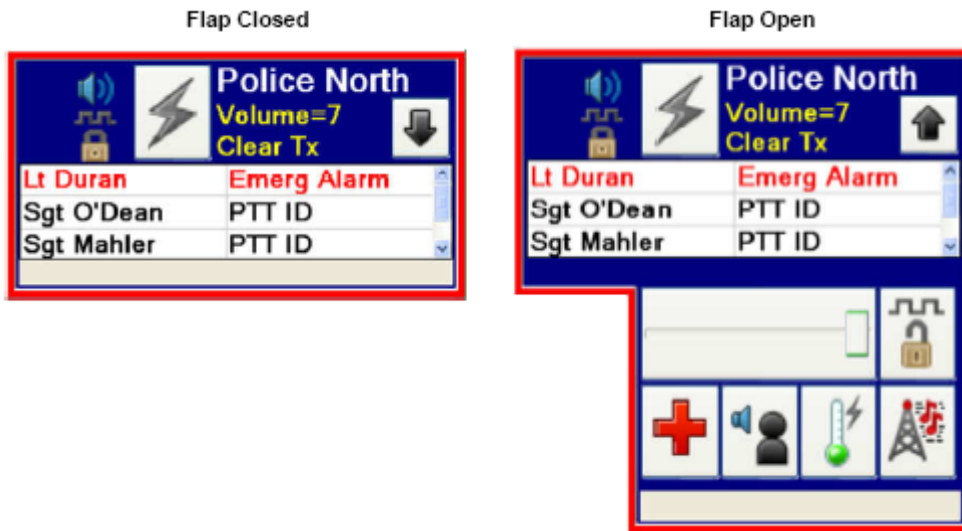


Figure 1-6: Larger Compressed Radio Resource

- **Expanded Resource** – Allows the dispatcher to always shows the indicators and controls (Figure 1-7) and cannot be compressed. Note there is no arrow button on the resource. The expanded version provides the advantage of a single-button press for any function. It is ideal for dispatchers who are only monitoring a few channels/talk groups and where space in the resource folder is not at a premium.



Figure 1-7: Expanded Radio Resource

Full parallel status for radio resources is reflected across all the dispatch consoles which have these radio resources assigned on them regardless of how they are displayed (compressed, larger compressed or expanded). That is, any activity or change on a radio resource appears on all dispatch consoles which have that resource assigned to them.

### Received Call Stack

The received call stack provides the dispatcher with a visual record of the most recent inbound calls on radio resources. This allows the dispatcher to keep track of calls during busy traffic periods.

Outbound calls on radio resources from dispatch consoles (both the dispatch console containing the received call stack or parallel dispatch consoles) are not shown in the received call stack.

The calls are displayed in list format on a radio resource, with the most recent calls at the top of the list. Unacknowledged emergency alarms are kept at the top of the stack until they are acknowledged. Once they are acknowledged, they will scroll down the stack as new entries come in.

The number of calls displayed in the list is configurable, as is the type of information displayed. The types of information that can be displayed are: unit ID, unit ID alias, site ID, zone ID, type of call and time. If an alias is available for a piece of information, it is displayed; otherwise the raw information is displayed. Figure 1-8 shows a radio resource containing a received call stack.

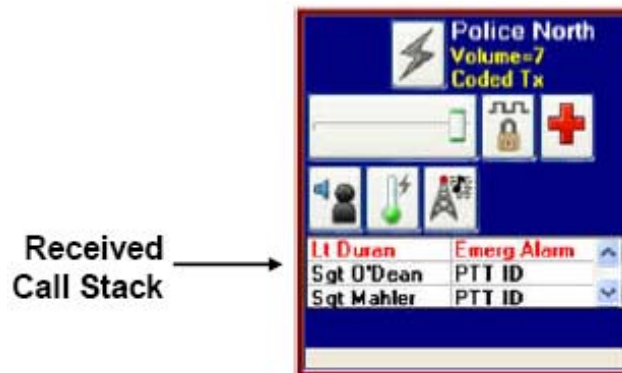


Figure 1-8: Received Call Stack on a Radio Resource

The received call stack provides a quick way for a dispatch console user to respond to calls in the stack. A right mouse click on an entry in the stack will display a submenu of actions that can be

taken, such as Send Call Alert or Acknowledge Emergency Alarm. A left mouse click on the right hand column of the stack will toggle the information displayed between the type of call, time of the call, zone ID and site ID. Hovering the cursor over an entry in the stack will pop up a small window with a summary of the information for that entry. The received call stack is configurable on a per-resource per-console basis, so a resource on one dispatch console can have it while the same resource on another dispatch console does not have it.

The received call stack has a fixed memory of 25 calls, but the number of calls which are displayed is configurable via the Elite Admin application. The number displayed may be set anywhere from 3 to 24 calls in increments of 3. Regardless of how many calls are actually displayed, the dispatcher can always scroll through all 25 calls in the stack's memory.

Stack display size is configured on a per radio resource per dispatch console basis. That is, each resource on a dispatch console may have different sized stack displays and the same resource on different dispatch consoles may have different sized stack displays.

The dispatcher can delete individual calls from the received call stack. All of the calls listed in a received call stack can also be deleted with a single action.

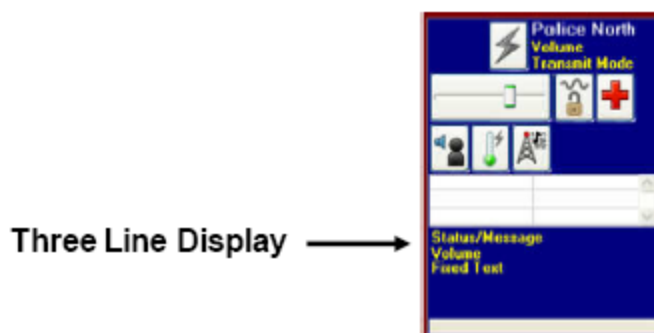
### Three Line Display

The three line display can be placed on a radio resource to provide three lines in which information can be displayed. These lines are in addition to the two lines that come standard on the resource tile. Multiple instances of the three line display can be placed on a resource tile to provide even more lines if needed. They may be placed in different locations on the resource tile to meet the needs of different customers.

Each line can be individually configured to display one of the following.

- Blank
- Channel Marker
- Priority Select
- Site
- Status/Message
- Transmit Mode
- Unit ID
- Unit ID Alias
- Volume
- Zone
- Customer-defined fixed text

Figure 1-9 shows an example of a three line display.



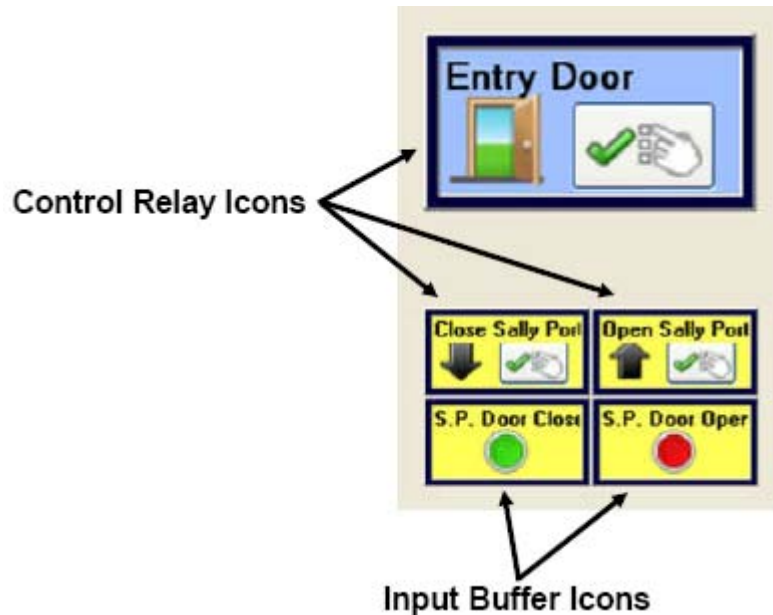
**Figure 1-9: Three Line Display on a Radio Resource**

## Auxiliary Input and Output Resources

Control relays and input buffers are represented as auxiliary input and output resources on the Elite Dispatch GUI. These auxiliary input and output resources are used by the dispatch console user to monitor the state of input buffers and monitor/control the state of control relays. Auxiliary inputs and outputs (Aux I/Os) allow users to control external devices via relay closures and sense the state of external devices via input buffers from the MCC 7500 Dispatch Console.

The auxiliary input and output resources are represented by various graphical icons which change their appearance based on the state of the resource. The particular icon which is associated with an input or output is configured by the Elite Admin application. The background color of auxiliary input and output resources can also be configured in the Elite Admin application.

Examples of some of the icons and background colors which may be used are shown in



**Figure 1-10: Auxiliary Input/Output Resource Icons**

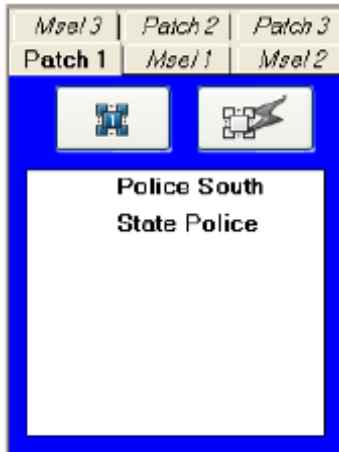
Auxiliary input and output resources may be grouped together so that they can be moved or assigned/de-assigned as a group. This is useful for situations where the auxiliary input output resources are being used to interface to comparators or other devices which require multiple control relays or input buffers.

Full parallel status for auxiliary inputs and outputs is reflected across all the dispatch consoles which have the auxiliary inputs and output resources assigned on them. That is, if an auxiliary input or output changes state, the change of state is reflected on all the other dispatch consoles which have that auxiliary input or output assigned on them.

## Patch and Multi-Select Folders

The patch and multi-select features are accessed via a set of dedicated folders on the Elite Dispatch GUI. These folders are smaller than the resource folders, and may be placed on the screen to suit the dispatcher's preferences. The placement is done in the Elite Admin application. There can be up to sixteen patch folders and three multi-select folders.

## Patch Folders



**Figure 1-11: Patch Folder**

Clicking on one of the patch folder tabs brings it into view. The patch group is then opened by clicking on the left-most button on the folder. Once the patch group is open, the patch group is editable and members may be added or removed from the patch group by clicking on the desired radio resources. Note that patch groups are active whenever there are members assigned to them. This is true even if the patch group is not open.

The members of the patch group are shown on the patch folder along with the status of each member (patched or pending). The resources in the patch also show an indication that they are in a patch group.

Some patch groups contain members which were pre-assigned by the Elite Admin application. These patch groups become active as soon as possible after the dispatch console begins using the configuration file which contains the pre-assigned patch groups. The dispatcher can add/remove members from the pre-assigned

patch group, but these additions/removals are lost when the dispatch console either re-loads the configuration file or changes to a different configuration file.

A patch transmit button is provided on the patch folder to allow the dispatcher to easily transmit on all members of the patch group with a single button press. Figure 1-11 shows an example of a patch folder containing some radio resources.

### Multi-Select Folder

Clicking on one of the multi-select folder tabs brings it into view. The multi-select group is then opened by clicking on the left-most button on the folder. Once the multi-select group is open, the multi-select group becomes active, and members can be added or removed from the group by clicking on the desired radio resources. Closing the multi-select folder (by clicking on the left-most button a second time) deactivates the multi-select group.

**Note:** This operation is different than that of the patch folders. A dispatch console can only have one multi-select group active at a time, but it can have multiple patch groups simultaneously active.

The members of the multi-select group are shown on the multi-select folder.

Some multi-select groups contain members which were pre-assigned by the Elite Admin application. The dispatcher can add/remove members from the pre-assigned multi-select group, but these additions/removals are lost when the dispatch console either re-loads the configuration file or changes to a different configuration file. Pre-assigned multi-select groups can also be configured via the Elite Admin application to be “locked”. When configured this way, the dispatch console user cannot edit the multi-select group.

Figure 1-12 shows an example of a multi-select folder containing some radio resources.

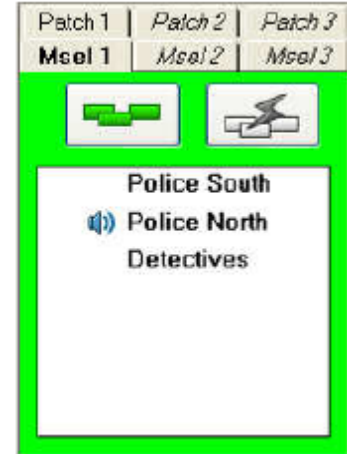


Figure 1-12: Multi-Select Folder

### Activity Log Window

The dispatcher can use the activity log window as a point of reference for all calls coming into the dispatch console. The activity log shows call information associated with all incoming radio calls such as the name of the radio resource and the time of the call. Incoming calls from all radio resources assigned to the dispatch console are displayed in the activity log.

Figure 1-13 shows an example of an activity log window.

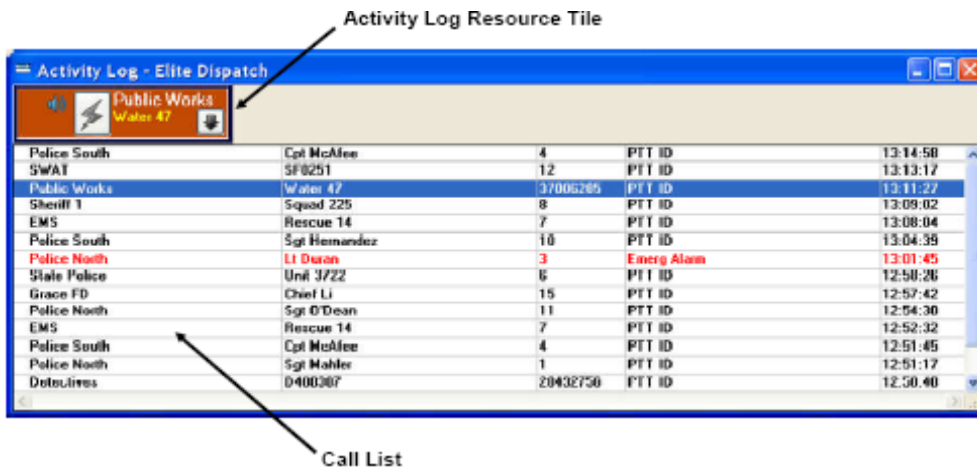


Figure 1-13: Activity Log Window

Up to 1000 calls can be held in the activity log. The most recent call is in top of the list and the oldest is at the bottom. Once the list is filled, the oldest calls are discarded as new calls come in. the dispatcher may resize the activity log to show various numbers of calls. For example, when there is light activity, the dispatcher may choose to only show a few calls. During busy hours, the dispatcher may view more calls by simply dragging the lower right hand corner of the activity log (making it longer) to see additional calls.

Dispatchers may respond to incoming calls simply by clicking on a call in the list. When this is done, the entry appears highlighted and the name of the radio resource appears at the top of the activity log. The dispatcher can then press the instant transmit button on the activity log resource tile to communicate with that radio resource.

The information displayed by the activity log can be customized to suit the dispatcher's needs. The activity log can be configured to show combinations of Resource Name, Unit ID or Alias, Status Number or Alias, Receiving Site ID, Receiving Zone ID and Time. This configuration is done via the Elite Admin application and, if so configured, via the dispatcher interface.

There are two levels of control over whether or not the activity log is displayed on a dispatch console. The first level is via the Elite Admin application which controls whether or not a dispatch console has the capability of displaying the activity log. The second level is via the dispatch console user interface where the dispatch console user can choose to view or not view the activity log. Note that if the dispatch console has not been given the capability of displaying the activity log, then the dispatch console user cannot see the activity log at all.

The number of lines that are initially displayed by the activity log is configurable via the Elite Admin application or the dispatcher interface. The number of lines that are displayed may also be changed in real time by changing the size of the activity log window using standard Microsoft Windows resizing techniques. The user can scroll through all the entries in the activity log, even if they cannot all be displayed at once.

The information listed in the activity log can be stored in a text file on the dispatch console's hard disk. The size of the text file can be specified to be between 1 MByte and 20 MBytes. When the file fills up, new data overwrites old data beginning with the oldest data. All data associated with a call is logged to the file, regardless of what portion of the data is actually shown in the activity log window.

## Help

The dispatch console is designed to allow the dispatcher to quickly access information on how to use its features. This help is available right on the dispatch console graphical user interface. There are three types of help available to the dispatcher: Online, Micro and Tool Tips.

### Online Help

Online Help provides detailed information on how to use the dispatch console. The user accesses Online Help via the Help menu on the menu bar. The user can search for topics or key words to quickly find the desired information or the user can use a table of contents to find the information. The information is displayed in a pop-up window on the dispatch user interface.

Online Help allows new dispatchers to shorten their learning curve and more experienced dispatchers to quickly remember how to operate seldom-used features.

### Micro Help

Micro Help provides information about the state of controls or indicators in a resource tile. When the cursor is placed over a control or indicator on a resource tile, a description of the control or indicator's state is given across the bottom of the resource tile. Figure 1-14 shows micro help text on



a radio resource. The text across the bottom of the resource describes the icon the cursor is pointing to.

The text displayed by the Micro Help feature may be edited via the Elite Admin application.

Micro Help allows a dispatcher to view the status of a control or indicator textually instead of graphically.

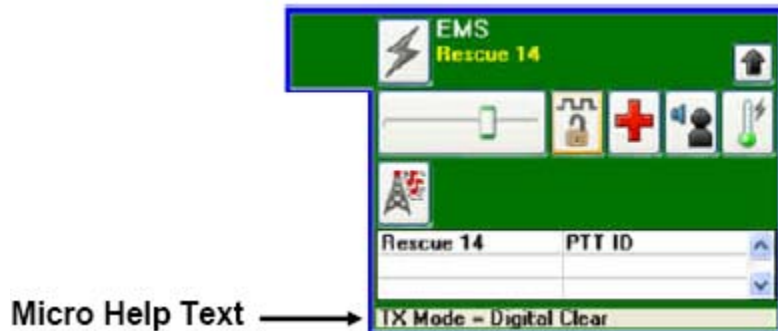


Figure 1-14: Micro Help on a Radio Resource

### Tool Tips Help

Tool Tips Help provides information about tool bar buttons and menu bar menus to the dispatcher. When the cursor is placed over a tool bar button, the button's name appears in a small pop-up window next to the cursor, and a short explanation of the button appears in the status bar at the bottom of the dispatch user interface window. When the cursor is moved across a menu item in a menu, a description of the menu item appears in the status bar at the bottom of the dispatch user interface window.

The text displayed by the Tool Tips feature may be edited via the Elite Admin application.

Tool Tips allow a dispatcher to quickly see a short explanation of the button or menu item of interest.

### 1.4.4.9 Elite Admin Application

The Elite Dispatch GUI screens are configured using the Elite Admin application. This application is designed to be extremely flexible. It allows the administrator to make the screen look very simple with minimal icons and channels, or more sophisticated with many folders and channels.

The Elite Admin application allows supervisors to create screens that can be used by multiple dispatchers (accessed over the network) or even a customized screen per dispatcher. Each screen configuration may be password protected to ensure proper use and control. All of the screen configurations are stored on the server. Once the screens are downloaded to a particular dispatch position, the configuration is run independently from the server and LAN.

Through the Elite Admin application, the supervisor can perform functions including:

- Create new configurations (for any dispatcher).
- Modify existing configurations
- Save configurations
- Determine how many toolbar(s) and where on the toolbar(s) they should go
- Determine the number of resource folders
- Determine the number of patch/multi-select folders
- Name the resource folders and patch/multi-select folders

- Determine the location of patch/multi-select folders
- Determine the height of patch/multi-select folders (e.g., taller if there are many members in the groups)
- Create pre-assigned patch/multi-select groups
- Determine if dispatchers have the ability to assign and deassign resources
- Determine if the activity log is shown initially and where on the screen it is shown (dispatchers may still hide or show the activity log)
- Assign/de assign radio and auxiliary input/output resources to various folders
- Determine location of radio and auxiliary input/output resources in the folders (dispatchers may temporarily change the locations by dragging and dropping the resources)
- Determine where features are placed on each radio resource
- Modify the icons used for resource features
- Add a safety switch on radio resources
- Determine the size of each radio resource ( compressed, larger compressed or expanded)
- Determine border color for each radio resource
- Determine audio routing of resources to speakers
- Determine whether selected radio audio stays in a speaker or moves to a headset when headsets are used (this is done on a per-resource per-console basis)
- Set initial volume level of each radio resource
- Determine if auxiliary inputs and outputs appear in a separate window
- Determine icons used for auxiliary input and outputs
- Determine if auxiliary outputs are safety switch protected
- Determine border color for each auxiliary input and output
- Modify tool tips and micro help text

## 1.4.5 Archiving Interface Server (AIS)

The MCC 7500 Archiving Interface Server (AIS) provides an interface between the radio system and a third party logging recorder. The recorder system uses the AIS to specify which talkgroups and conventional channels it wishes to record. The AIS passes call control information and vocoded audio packets associated with radio calls to the recorder system via the LAN for storage and retrieval.

This allows calls on the radio system to be recorded together with information associated with the calls. Certain non-call radio system events (for example, emergency alarms, changing frequencies on multi-frequency conventional stations, etc.) may also be recorded.

Keeping the audio in its vocoded format allows the recorder to store it in the exact form in which it was passed through the radio system. This completely eliminates any degradation of the audio quality due to compression techniques used by most recorder vendors.

Because the API allows call control data to be passed to the recorder system, customers are able to:

- See who originated the call (unit ID and/or alias)
- See the type of call (talkgroup, emergency, conventional)
- See when certain radio events occurred (emergency acknowledgement/knockdown, changes in frequency or PL selection, etc.)

The AIS requires a monitor, mouse, and keyboard for software installation purposes only. After the software installation is complete, the AIS directs the traffic between the radio system and the Logging Recorder.

## 1.5 MCC 7100 DISPATCH CONSOLE SYSTEM

### 1.5.1 MCC 7100 Dispatch Console Position Overview

The Motorola MCC 7100 Dispatch Console is a wireline/wireless console for mission critical ASTRO 25 systems that offers scalable capacity and flexible deployment options. It is intended for use with Motorola's ASTRO 25 radio systems. The MCC 7100 Dispatch Console is a software-based dispatch console that requires no external hardware connections (no VPM or GPIOM) to perform dispatch operations. Audio Vocoding is performed within the Windows operating system.

With scalable capacity choices of 5, 10, 15 or 20 simultaneous voice streams and a variety of options including End-to-end Encryption (AES, DES-OFB or ADP), External Phone Interface, and an Integrated IRR, customers are able to set features and capacity at the optimal price point to meet their needs.

The MCC 7100 Dispatch Console offers the flexibility to be deployed at a console site within the ASTRO 25 radio network or outside of the ASTRO 25 network. The MCC 7100 Dispatch Console includes the features expected in a high tier Console including Emergency and Console Priority and offers a choice of Motorola or COTS accessories.

The MCC 7100 Dispatch Console supports:

- ASTRO 25 Trunking (Phase 1 & Phase 2)
- ASTRO 25 Digital Conventional (P25)
- Analog & MDC 1200 Analog Conventional
- Mixed Mode Analog / Digital Conventional

The MCC 7100 Dispatch Console can operate in parallel with MCC 7500 Dispatch Consoles. The Graphical User Interface (GUI) of the MCC 7100 Dispatch Console is the same as the MCC 7500 Dispatch Console.

Below is a table outlining the main differences between the MCC 7500 and the MCC 7100 consoles.

**Table 1: Feature Differences between the MCC 7500 and the MCC7100 Consoles**

Features	MCC 7500	MCC 7100
Simultaneous Voice Paths	60	20
Assignable Resources	161	60
AUX I/O's w/ Comparator Display Function	400	200
Encryption Algorithms	AES, DES-OFB, DES-XL, DVI-XL, DVP-XL, ADP	AES, ADP, DES-OFB
Patches (w/ up to 8 members in each patch)	16	4
Patch members per Group (Max)	20/group up to 48 total	8/group up to 16 total
Multi Select Groups (MSEL) (Max)	16 (A7.14 & later) 3 (A7.13 & earlier)	4 (A7.14 & later) 3 (A7.13 & earlier)
MSEL Members per Group (Max)	20	20 (Inside RNI) 10 (Outside RNI)
Accessories (Microphone, Footswitch, Headset)	Motorola	USB COTS & Motorola (A7.14 & later)

Features	MCC 7500	MCC 7100
Generic Mic Support	Y	N
Voice Processing Module (VPM) accessory connector	Y	N/A
USB Audio Interface Module (AIM)	N/A	Y (A7.14 & later)
Instant Recall Recorder (IRR)	Y (Dual IRR)	Y (A7.14 & later) (Single Integrated IRR)
IRR ports for Radio & Telephone	Y	N
Enhanced Console Telephony	Y	N
External Paging Encoder	Y	Future Release
Network Status Health Indicator	N/A	Y (Outside RNI)
Peripheral Configuration Tool (PCT)	N/A	Y

## 1.5.2 MCC 7100 Console Resource Capacity

The MCC 7100 Dispatch Console deployed inside the ASTRO 25 Network supports a configuration of up to 60 resources with 20 simultaneous voice streams per console.

The MCC 7100 Dispatch Console Software capacity licenses are available in increments of 5, 10, 15 and 20 simultaneous voice streams. Purchased capacity that is less than 20 channels can be later increased in 5 channel increments to a maximum of 20 simultaneous voice streams per console located inside the Radio Network Infrastructure (RNI), or 10 per console located outside the RNI.

**Table 2: MCC 7100 Dispatch Console Channel License Capacity**

Model	Simultaneous Audio Streams	Configured Resources	Inside the RNI	Outside the RNI
5CH license	5	15	Y	Y
10CH license	10	30	Y	Y
15CH license	15	45	Y	N
20CH license	20	60	Y	N

Since the proposed system is pre 7.16 release and the consoles are outside RNI. Motorola has included license for 10 talk paths on all MCC7100 dispatch positions.

## 1.5.3 Audio Interface Module

The MCC 7100 can use Consumer-Off-The-Shelf (COTS) USB accessories. These are not rated for 24 hour a day, 7 days a week use. COTS accessories are ideal for mobile dispatch because they do not require any additional hardware and are usable out of the box. This proposal includes a Public Safety dispatch accessory rated for 24 hours a day 7 day a week operation. This is accomplished by providing an Audio Interface Module (AIM) that allows for the use of the same microphone, footswitch and headset jack as the ones used for the MCC 7500 consoles.

### Desktop Microphone

The MCC 7100 Dispatch Console is capable of supporting a single Desktop Gooseneck Microphone. The Desktop Gooseneck Microphone contains a microphone cartridge on a flexible shaft and two buttons in its base. One button controls the General Transmit feature and the other controls the Monitor feature.

The proposed system includes a desktop gooseneck microphone per dispatch position.

### **Footswitch**

The dispatch console is capable of supporting a single footswitch. The footswitch allows a dispatcher to access the General Transmit feature or Monitor feature without using his/her hands. This is useful in situations where the dispatch console user's hands are not free for activating those features. The footswitch can contain either one of two pedals. If a footswitch with one pedal is used, the pedal controls the General Transmit feature

The proposed system includes a dual pedal footswitch per dispatch position.

### **Headset Jack**

A headset jack allows a dispatcher to use a headset while operating the dispatch console. The headset jack contains two volume controls; one for adjusting the level of received radio audio and one for adjusting the level of received telephone audio.

The headset jack allows customers to use headsets which both decrease the ambient noise in a control room and reduce the effect of any ambient noise on console transmissions. This improves the quality of the audio being transmitted from the control room and allows the dispatchers to hear received audio more clearly.

The proposed system includes two headset jacks per dispatch position

### **Speakers**

The MCC7100 Console supports up to 8 assignable USB connected speakers. Each speaker can be configured to deliver audio from a unique audio source. Because most COTS speakers do not have an individual volume per speaker, individual speaker volume controls can be made available on the MCC 7100 Elite GUI.

The proposed system includes 2 USB speakers at each dispatch position.

## **1.6 VERINT IP LOGGING RECORDER**

Motorola's proposed IP logging solution will record all audio from Trunked P25 Astro radio system. (25 simultaneous conversations). The logging recorder will be installed at backup dispatch center. AIS outputs shall supply audio from all the radio channels and talkpaths controlled by the console to the logging recorder. Both transmit and receive audio shall be provided. The outputs shall filter guard and function tones associated with tone remote controlled stations.

Glendale currently has an Audiolog recorder recording their Telephony environment. This server will be incorporated into the Audiolog TLR system being proposed. Audiolog server currently uploads to customer provided NAS for long term Storage.

Motorola shall include integrated playback capability for up to Five (5) positions at Backup Dispatch center. This software will be installed on customer supplied computers. Motorola shall supply information that explains the features of the logging recorder proposed and the availability of NG-911 features.

## 1.6.1 Audiolog Solution Design

### 1.6.1.1 Telephone & Radio Recording

To meet these requirements set forth by Glendale PD, Motorola is proposing a Public Safety Recording Solution based upon the Verint Audiolog. This Audiolog Solution will be based upon the Audiolog release version 5.

To meet the needs for recording Radio Communications, a dedicated Trunked Logging Recording (TLR) Server will be deployed to Record the ASTRO P25 Trunked Radio Communications. This Audiolog TLR is designed to record 25 Talkgroups and capture Radio metadata with each recorded transmission. This metadata is provided by the Motorola Archive Information Server and includes such info as Radio ID, Radio Alias, Talk group ID and Talk Group Alias. This will enable users to search and retrieve recorded radio communications based upon Talk group and/or Radio information.

### 1.6.1.2 Search and Playback

The Search and Retrieval of Recorded Communications can be done by two methods: 1. Verint's Web Based Application, "Insight Center" or 2. Verint's Audiolog Client Software. Both Search and Replay applications are available to **Glendale PD** to use at their discretion. Verint's Insight Center application provides a powerful, browser-based, set of tools to search for and play the recordings stored on your Audiolog servers from your desktop PC. With an easy-to-use browser interface, you can easily search for recordings by Recorded Channel, Date, Time, Duration, User Reference Tags, and other captured metadata from both the ASTRO Radio system and the E-911 Switch. Playback audio is delivered via the local area network to the speakers of the client PC.

The Audiolog System Administrator will assign each individual a User Name and Password. Each user account will have certain permissions associated with it. In order to play recordings back, the user account attributes must include "Playback" permissions. Depending upon a user account attributes have been configured, a user may be permitted to playback all recordings or may be restricted to only playing recordings from a limited subset of telephone extensions or agents. If Playback permissions are limited, then the replay application will only show recordings for the Audio Channels or Radio Talk Groups to which have been assigned.

**Important Note:** Verint's Insight Center is a Web based application and is required to be hosted on a "Web Hosting" Server. The specifications for this Web Hosting Server are listed within this document and should be provided by the end customer.

### 1.6.1.3 Call Storage

Verint's Recording Solutions are designed to fulfill the widest range of recording requirements while being one of the most efficient, easy-to-use and reliable solutions available. Audiolog's open architecture provides maximum storage flexibility, with internal RAID 5 Storage, automatic call archiving to Blu-ray removable media and support for Network-Attached Storage (NAS), or SAN storage, as well as Verint's Centralized Archiving Server (CAS).

To provide **Glendale PD** with an effective and redundant storage solution, we have included the Verint Central Archive Server (CAS). The purpose of the CAS is to provide a unified and redundant storage location for all recorded calls from the existing analog logging recorder, from the Trunked Radio Recorder. This provides the Search and Replay user a single point within the solution to search for any of the recorded audio regardless of it was recorded at either operations center.

Recording Server is equipped with at minimum a single RAID 5 Hard Disk Array, providing 600GB of local storage. In addition, the Central Archive Servers are equipped with Expanded Storage with a RAID 5 Array of 2TB. This provides for the following Storage capacities:

- 600GB – Analog Recording vocoded with GSM = 96,000 Channel Hours (160 hours/1 GB)
- 600GB – P25 Phase 1 Recording vocoded with IMBE = 220,000 Channel Hours (366.6 hours/1 GB)
- 2TB – Analog Recording vocoded with GSM = 320,000 Channel Hours (160 hours/1 GB)
- 2TB – P25 Phase 1 Recording vocoded with IMBE = 733,200 Channel Hours (366.6 hours/1 GB)
- Screen Recordings are estimated to require 1GB of Storage per 31 hours of Screen Recording Activity.

**Important Note:** This storage amount will fluctuate dependent upon actual customer screen environment. Variables such as Resolution, Activity, and refresh rate affect the data rate for screen recording.

The process of unifying and creating redundant copies of recorded call begins with each Audiolog Recording Server recording all calls to the local Audiolog Server as a compressed wav file (files may be encrypted if the option is chosen by the customer). Audiolog Recording Server will then copy and upload recorded calls to the Central Archive Server (CAS). This Central Archive Server may be located anywhere on the Customer's LAN/WAN. It is not required to be "geographically" co-resident with the individual Audiolog Recording Servers.

Depending upon the call retention requirements by each agency, the CAS Server may not provide sufficient storage to retain the calls for the retention period. If this is the case, Audiolog allows for CAS to also leverage a Network Attached Storage Device or a SAN to meet the requirement. There is no cost or license to enable this feature. Motorola will interface with **Glendale PD's existing NAS** for long term storage requirements..

As designed, we have also included a Rewritable Blu-ray DVD Drive to provide for additional storage onto removable media.

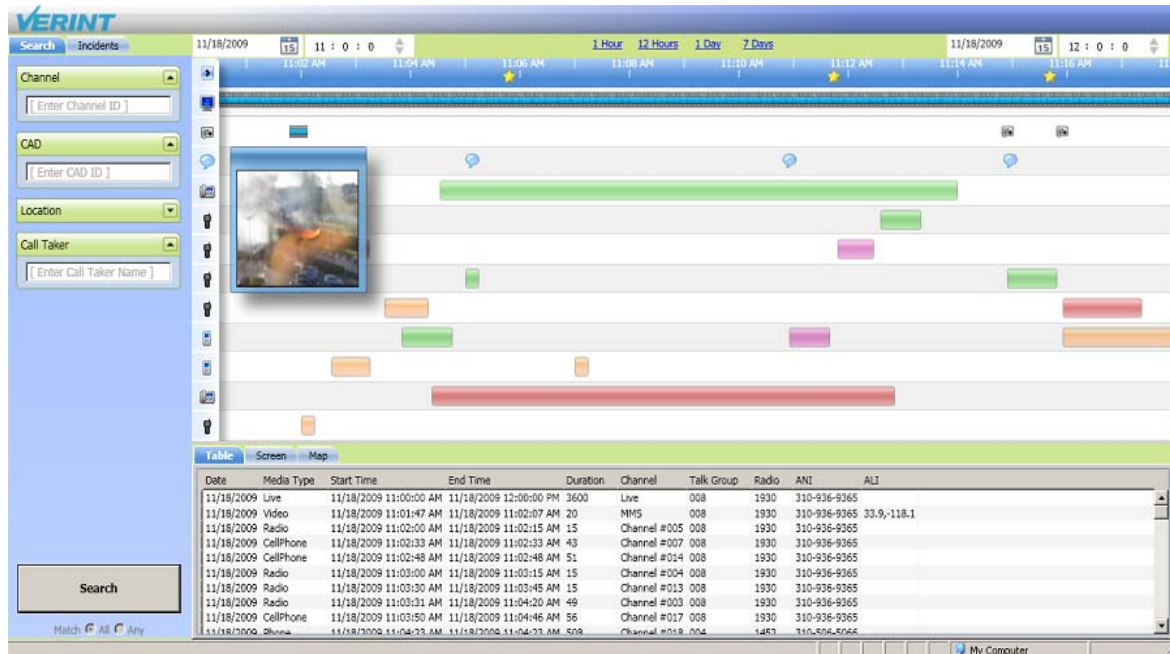
## 1.6.2 Verint Insight Center Multi-Media Replay and Incident Management

Insight Center provides a powerful, browser-based, set of tools to search for and play the recordings stored on your Verint enterprise recording system from your desktop PC. With an easy-to-use browser interface, you can easily search for recordings by channel, agent, date and time, or any available metadata associated with the recording.

Insight Center allows you to playback multiple sequenced and/or simultaneous recordings, regardless of which channel they were recorded on. This allows you to reconstruct an incident by listening to a series of recordings in their entirety, even if the recordings overlap. Selected recordings can then be saved to an incident folder for ease of incident management. To assist you when creating a transcript of the recordings, you can configure Insight Center to provide a spoken time and date stamp at the beginning and end of the selected sequence of recordings. Insight Center plays the selected recordings in chronological order.

Verint's Recording solutions provide for full-time recording, selective recording, recording on demand, and dial-in recording across digital and analog telephones, trunked and conventional Land Mobile Radio systems, telephone lines and trunks, IP phones, short message service (SMS), and PC screens. It can record screens while minimizing network usage and storage requirements and can capture screen changes, including mouse movements and keystrokes, without disrupting call handlers.

Insight Center is designed to address the replay and incident management of these multi-media Interactions along with Multi-Channel mixing capabilities to allow effective Incident Reconstruction in the emergence of NG9-1-1 Technology, including replay capabilities for: Audio, Video, PC Screen Capture, Still Photos and Text messaging.



## 1.6.3 Audiolog Product Description

Audiolog is a very flexible recording platform that comes with a variety of standard client applications and server licenses. Not all licenses are used in every environment. For example, some are specifically designed for public safety organizations while others are used only in call centers. Listed below are the acronyms and descriptions for the licenses most likely to be used in your environment.

### 1.6.3.1 Audiolog

Audiolog is an advanced digital call recording system that is designed for use both as a stand-alone recorder/playback unit and as a specialized recording server within a networked environment. Built on an open architecture using standard PC components, the Microsoft Windows platform, and the Microsoft SQL database, a single Audiolog server can provide acquisition, storage, and processing, along with the application layer. This standards-based, packaged approach ensures delivery of a functionally comprehensive, reliable, intelligent recording solution that is scalable, quick to deploy, and easy to manage.

### 1.6.3.2 Central Archive Server (CAS)

The Audiolog Central Archive Server provides a central Storage and Database Server to unify the recordings from several Audiolog recording Servers in a multi-server solution. The CAS is the first step in call and data redundancy as calls uploaded to the CAS from the Audiolog Recording Servers are also retained on the Audiolog Recording Server. From the CAS, a user may access the unified database to quickly search for all calls recorded in the multi-server solution. The CAS also serves as a central point to enable a second step of data redundancy, as the CAS may be used in conjunction with a customer provided Network Attached Storage Server or SAN to provide long term call storage.



When this method of long term storage is employed, the CAS retains the database for users to search, and will seamlessly return the calls from the NAS/SAN device to the user requesting the call record.

### 1.6.3.3 Insight Center

Insight Center is an end-user software interface which is browser based and allows for a user to search, retrieve and playback both telephone and radio recordings. Insight Center is designed to serve the user as a multi-channel and multimedia search and replay application to support full Incident Reconstruction of recordings, including: Audio, PC Screen recording and other multimedia file types which can be imported by a User.

### 1.6.3.4 Import Multimedia

The Import Multimedia feature within Insight Center, provides the ability to bring any file, (up to 500MB) such as audio, video, still images, text documents, spreadsheets.) into the application and have the file stored in the recorder database. Once a media file has been imported, the imported files can then be added to an incident along with any voice recording. Imported Files are now part of the Audiolog database and may be archived along with Audio files.

This is an optional feature and is not included in the proposed solution. If required, contact Motorola for a quote.

### 1.6.3.5 Audiolog Interaction Quality (AIQ)

Audiolog Interaction Quality™ (AIQ) is easy-to-use software designed to measure, document, and improve call handling performance. With an intuitive, browser-based interaction assessment tool for call playback and scoring, AIQ lets public safety agencies and organizations easily design and create evaluation forms, score calls, calibrate scoring among evaluators, and prepare automatic reports or reports on demand. AIQ, which was designed for installation on a separate server, facilitates compliance with government regulations on call handling evaluation and helps increase operational efficiency and responsiveness.

This is an optional feature and is not included in the proposed solution. If required, contact Motorola for a quote.

### 1.6.3.6 Audiolog Management Console and Audiolog Messenger

The Audiolog Management Console (AMC) Client enables monitoring of the status of selected Audiolog servers and viewing of both Audiolog and Windows Event Logs. If an alarm condition is detected on an Audiolog server, a talking alarm will sound on the AMC client and an error message will scroll across the user's screen. In addition, the AMC enables changes to be made within the Audiolog Configuration Manager from a remote Windows multi-media PC workstation.

Audiolog Messenger facilitates an email notification from the Audiolog system to multiple defined recipients, identifying an Audiolog alarm condition and error messages written to the Windows Event Log of the Audiolog server.

Audiolog Messenger can also be used in combination with AMC on a client system to send an email notification in the event AMC loses communication with an Audiolog server. Audiolog Messenger uses Microsoft Outlook Express as the email client to send messages. Therefore, setting up the email application on the client system is a prerequisite to using AMC and Audiolog Messenger.

### 1.6.3.7 Screen Recording

Audiolog Screen Recording enables public safety agencies and organizations to record call takers'/agents' screen activity during a call. Screen recording can be useful for analyzing how proficient the call taker/agent is in using his or her supporting applications, and verifying whether the application design is intuitive, efficient, and usable.

Audiolog Screen Recording can be accomplished on the same Audiolog server as audio recordings or on a dedicated screen recording server. Audiolog Screen Recording is the default for all installations that require screen recording.

There are two types of screen recording that can be deployed:

1. **Record all screens** – the system attempts to record screens for each call
2. **Record percentage of screens** – the system attempts to record screens for a sample of calls

This is an optional feature and is not included in the proposed solution. If required, contact Motorola for a quote.

### 1.6.3.8 Housekeeping

Housekeeping is a process that can be scheduled to run automatically on a periodic basis, preferably daily. Housekeeping does critical maintenance routine that backs up the database, purges calls older than the retention period and repairs the database if needed.

### 1.6.3.9 Audiolog Reports

The Audiolog Report Client provides several standard reports to help PSAPs and other public safety agencies and organizations analyze and document the performance of their communications center operations. Each of the reports can be viewed on screen, printed, or exported to a number of formats, including Adobe® Acrobat® PDF. The standard reports include:

- Basic Account Information Report
- Calls/Campaign Report
- Executive Summary Report Agent Report
- Call Audit Reports
- Detailed Call Reports.
- Hourly Breakdown Report
- Ring Duration Report by Channel
- Talk Time Report
- Work Code Report

## 1.6.4 Minimum Client PC Hardware & Software Requirements

This section provides the minimum specifications for customer provided client PCs.

- Pentium IV 1.4 GHz
- 1 GB Memory
- 10 GB hard drive with 5 GB or more of free space
- 1024x768 screen resolution
- SB16 Sound
- 10/100 Ethernet adapter

- Microsoft Windows XP Professional 32-bit, Service Pack 3
- Microsoft Vista Enterprise 32-bit, Service Pack 2
- Microsoft Vista Business 32-bit, Service Pack 2
- Microsoft Vista Ultimate 32-bit, Service Pack 2
- Microsoft Windows 2003 Standard Edition 32-bit, Service Pack 2
- Microsoft Windows 2003 Enterprise Edition 32-bit, Service Pack 2
- Microsoft Windows 2003 R2 Standard Edition 32-bit, Service Pack 2
- Microsoft Windows 2003 R2 Enterprise Edition 32-bit, Service Pack 2
- Windows 7 Enterprise, Professional, or Ultimate, 32-bit or 64-bit
- Window 8 support
- Windows Server 2008 R2 64-bit Standard Edition with Service Pack 1

**Microsoft .NET Framework 3.5 must be installed on the client workstation.** If the .NET Framework 3.5 is not installed, the Server Readiness Tool will install it. The Server Readiness Tool also installs Microsoft .NET Framework 4. In addition Windows Media Player 11, or higher and DirectX 9c, or higher are required.



## SECTION 3

# STATEMENT OF WORK

## 3.1 INTRODUCTION

This Statement of Work (SOW) describes the deliverables to be furnished to the City of Glendale, (“Customer”) and the tasks to be performed by Motorola Solutions, Inc. (“Motorola”), its subcontractors, and by Customer, in order to implement the proposed solution as detailed in this proposal. This SOW provides the most current understanding of the work required by both parties to ensure a successful project implementation.

It is understood that this SOW may be revised during contract negotiations or during the Contract Design Review (CDR), and through any other Change Orders that may occur during the execution of the project. If there are changes to the Scope of Work, those changes must be reflected in this SOW before becoming binding on either party. This SOW will be an Exhibit to the Contract negotiated between Motorola and Customer. After contract execution, changes to the SOW must be made through the formal contract Change Order process as set forth in the Contract.

## 3.2 THE MOTOROLA TEAM

Motorola has organized project resources into a Systems Integration (SI) group to meet the needs of implementing sophisticated communications technology. This organization is involved from system conception to system completion.

The Motorola SI group assembles a team for each project to fulfill customer specific requirements. The Motorola SI group and Customer team members will form a partnership dedicated to addressing Customer’s needs.

### 3.2.1 Motorola Project Manager

The Project Manager has full responsibility for the successful completion of the implementation life cycle from start to finish. The tasks of the Project Manager include, but are not limited to, the following:

- Act as main point of contact between Customer Project Manager and Motorola resources throughout the entire project Lifecycle.
- Full responsibility for supervising and coordinating day-to-day activities, deliverables, and milestone completions. Management of project Lifecycle requires periodic job site visits by the Project Manager at which time he/she will ensure work is being performed on time, as scoped, with the utmost quality, and professionalism by Motorola employees, agents, and subcontractors.
- Inspect site to ensure readiness for receiving and installing of site equipment.
- Inspect and maintain inventory of all received equipment to insure total delivery.
- Manage/supervise field installation and implementation teams to ensure that all on-site installation, integration, and optimization tasks are performed per contract requirements, industry best practices, and applicable standards and guidelines.
- Monitor the project to ensure that support resources are available as scheduled and as identified in the contract.



- Develop, track, manage, and communicate both orally and in writing (hard copy or electronic format) the project plan, schedule, status of deliverables, risk items, change orders, action items, punch list, and other reporting deliverables as set forth with the Customer.
- Schedule and participate with Customer in progress review meetings as deemed necessary throughout the project Lifecycle.
- Resolve deviations from the Project Schedule.
- Coordinate closely with Customer's Project Manager any needed interruptions to the existing system during implementation of the new system.
- Provide timely responses to issues related to project progress raised by the Customer Project Manager.
- Review and administer change control procedures with Customer Project Manager.

### 3.2.2 Motorola System Engineer

The Project Engineer has full responsibility for system design and performance. The Project Engineer's primary responsibility is to ensure the technical integrity of the system design to contract throughout the entire project life-cycle. The Project Engineer's other tasks include:

- Development of system installation documents (i.e. equipment list or bill of materials, system level, and floor and rack-up drawings).
- Define the Customer's communication needs, design the preliminary system and participate in the Detailed Design Review to finalize and confirm the system design to meet the Customer's requirements.
- Provides detailed consultative advice about the features and functionality of the mobiles, portables, and consoles purchased by Customer.
- Define Motorola and Customer demarcation points.
- Define technical requirements for interfacing with Motorola supplied equipment.
- Develop system channel plan.
- Complete the process of defining, documenting, and acquiring the Customer's approval of system programming and configuration.
- Responsible for the process of defining, documenting and executing functionality acceptance testing once the system is field installed.
- Develop and oversee execution of system acceptance tests and cutover plan that will balance the Customer's needs and approval with installation logistics.
- Provide systems and network engineering support throughout the implementation life-cycle

### 3.2.3 Motorola System Technologist

The System Technologist has the primary responsibility as the "hands-on" system expert. The System Technologist's tasks include:

- Work with the Project Engineer to ensure the integrity of the design during system installation, programming, optimization, and testing.
- Participate in the field staging of equipment.
- Perform final system and site level programming, optimization, and acceptance testing.

### 3.2.4 Motorola Customer Support Manager

The Customer Support Manager establishes the maintenance and service support program throughout the warranty and post-warranty periods. Other tasks include:



- Coordinates Motorola service support resources to enhance the quality of service delivery and to ensure the Customer's satisfaction over the life of their communication's system.
- Oversee the execution of the Customer's support contract (maintenance or warranty).
- Serves as the single point of contact for service issue resolution and escalation.

### 3.2.5 Motorola Field Service Organization (FSO)

Motorola FSO, will provide:

- Installation of all Motorola fixed equipment.
- Installation and commissioning of PTP microwave subsystem
- On-site support during precut testing and cutover.
- Ongoing on-site 1st level support during 1st year warranty.

### 3.2.6 Creative Communications

Creative Communications is a Motorola Premier Service provider. Creative Communications, under subcontract to Motorola will perform subscriber radio programming and installation services.

## 3.3 GENERAL RESPONSIBILITIES OF MOTOROLA AND CUSTOMER

### 3.3.1 Motorola's General Responsibilities

- Conduct project kickoff meeting with Customer to review project design and finalize requirements.
- Perform the installation of the Motorola-supplied equipment.
- Schedule the implementation in agreement with Customer.
- Coordinate the activities of all Motorola subcontractors under this contract.
- Administer safe work procedures for installation.
- Provide Customer with the appropriate system interconnect specifications.
- Define link specifications for each link required for the proposed system.
- Optimize equipment and verify that all equipment is operating properly and that all electrical and signal levels are set accurately.
- Verify communication interfaces between devices for proper operation.
- Test features and functionality are in accordance with manufacturers' specifications.
- Verify the operational functionality and features of the individual subsystems and the system supplied by Motorola, as contracted.
- If any major task as contractually described fails, repeat that particular task after Motorola determines that corrective action has been taken.
- Document all issues that arise during the acceptance tests.
- Document the results of the acceptance tests and present to Customer for review.
- Resolve any punch list items before Final System Acceptance.



### 3.3.2 Customer General Responsibilities

Customer will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola. Customer's general responsibilities include the following:

- Customer will provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of equipment prior to delivery to the site.
- Coordinate the activities of all Customer's vendors or other contractors.
- Obtain all licensing, site access, or permitting required for project implementation.
- Provide clear and stable access to the sites for transporting electronics and other materials. Sufficient site access must be available for trucks to deliver materials under their own power and for personnel to move materials to the facility without assistance from special equipment.
- Provide rack space and desk space (including desk furniture, as needed) for the System equipment at the remote sites and dispatch centers.
- Any required system interconnections not specifically outlined here will be provided by the Customer, per Motorola specifications. Test results to confirm specification compliancy are required prior to equipment installation. Note: These may include dedicated phone circuits, microwave links, or other types of connectivity.

## 3.4 SITE READINESS SURVEY

Prior to starting any equipment installations, Motorola and Customer shall conduct a site readiness review at each site to examine existing work, or work performed by others, that is required to support the new radio system. The site readiness review documents any conditions that will prevent start of equipment installation work to be performed by Motorola. Customer shall be responsible for correcting any deficiencies found during the site readiness review affecting personnel or equipment safety prior to system installation. Site readiness survey shall include at a minimum the following:

- Document actual site conditions and proposed equipment locations as compared to design and implementation assumptions.
- Review work performed by others, and identify work necessary to be completed prior to start of equipment installations.
- Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola's Standards and Guidelines for Communication Sites (R56).
- Prepare Site Readiness report per site consisting of all above reported findings.

## 3.5 IMPLEMENTATION SERVICES

Implementation services included as part of this proposal will occur between normal business hours, Monday – Friday, 8:30am-5pm. Should Customer require services to occur during non-business hours, additional costs may apply and will be handled via the change order process.

## 3.6 PROJECT LIFECYCLE PHASES AND RESPONSIBILITIES

Based on many years of experience, Motorola has developed a project implementation methodology that identifies major project phases—Contract/Project Initiation (Award), Detailed Design Review, Order Processing, Manufacturing and Staging, Installation, System Optimization, Acceptance Testing, and Project Finalization. Each phase follows a Work Breakdown Structure (WBS) that clearly identifies the work to be performed during this project.



Throughout the duration of this project, Motorola will provide the equipment and services within each applicable phase as described within this proposal. Detailed descriptions of the specific tasks associated with the individual phases are contained in the following sections.

## 3.7 CONTRACT

### 3.7.1 Contract Award (Milestone)

- Customer and Motorola execute the contract; both parties receive all the necessary documentation.

### 3.7.2 Contract Administration

#### **Motorola Responsibilities**

- Assign a Single Point of Contact with authority to make project decisions.
- Assign resources necessary for project implementation.
- Set up the project in the Motorola information system.
- Schedule the project kickoff meeting with Customer.

#### **Customer Responsibilities**

- Assign a Single Point of Contact responsible for Customer signed approvals.
- Assign other resources necessary to ensure completion of project tasks for which Customer is responsible.

### 3.7.3 Project Kickoff

#### **Motorola Responsibilities**

- Conduct a project kickoff meeting during the Contract Design Review (CDR) phase of the project.
- Ensure key project team participants attend the meeting.
- Introduce all project participants attending the meeting.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Review the overall project scope and objectives with Customer.
- Review the resource and scheduling requirements with Customer.
- Review the Project Schedule with Customer to address upcoming milestones and/or events.
- Review the teams' interactions (Motorola and Customer), meetings, reports, milestone acceptance, and Customer's participation in particular phases.

#### **Customer Responsibilities**

- Customer's key project team participants attend the meeting.
- Review Motorola and Customer Responsibilities.





## 3.8 CONTRACT DESIGN REVIEW (CDR)

### 3.8.1 Review Contract Design

#### Motorola Responsibilities

- Meet with Customer project team (This may be combined with the project kickoff meeting.)
- Review the operational requirements and the impact of those requirements on various equipment configurations.
- Establish a defined baseline for the system design and identify any special product requirements and their impact on system implementation.
- Review the System Design, Statement of Work, Project Schedule, and Acceptance Test Plans, and update the contract documents accordingly.
- Discuss the proposed Cutover Plan and methods to document a detailed procedure.
- Submit design documents to Customer for approval. These documents form the basis of the system, which Motorola will manufacture, assemble, stage, and install.
- Establish demarcation point to define the connection point between the Motorola-supplied equipment and Customer-supplied link(s) and external interfaces (Customer is responsible for supplying links).
- Conduct site evaluations, if not previously conducted, to capture site details of the system design and to determine site readiness.

#### Customer Responsibilities

- Customer's key project team participants attend the meeting.
- Make timely decisions, according to the Project Schedule.
- Provide documentation on existing networks, equipment, and wiring diagrams as required to facilitate the interface and wiring plan for the provided equipment.

#### Completion Criteria

- Complete Design Documentation, which may include updated System Description, Equipment List, system drawings, or other documents applicable to the project.
- Incorporate any deviations from the proposed system into the contract documents accordingly.
- The system design is "frozen" in preparation for subsequent project phases such as Order Processing and Manufacturing.
- A Change Order is executed in accordance with all material changes resulting from the Design Review to the contract.

### 3.8.2 Design Approval (Milestone)

- Customer executes a Design Approval milestone document.

## 3.9 ORDER PROCESSING

### 3.9.1 Process Equipment List

#### Motorola Responsibilities

- Validate Equipment List by checking for valid model numbers, versions, compatible options to main equipment, and delivery data.
- Enter order into Motorola's Customer Order Fulfillment (COF) system.



- Create Ship Views, to confirm with Customer the secure storage location(s) to which the equipment will ship. Ship Views are the mailing labels that carry complete equipment shipping information, which direct the timing, method of shipment, and ship path for ultimate destination receipt.
- Create equipment orders.
- Reconcile the equipment list(s) to the Contract.
- Procure third-party equipment if applicable.

#### **Customer Responsibilities**

- Approve shipping location(s).

## 3.10 DEVELOP TEMPLATES

#### **Motorola Responsibilities:**

- Assist the Customer in defining each radio/console template.
- Program the approved templates into a radio-programming template tool.
- Program sample radios with approved templates for customer approval.

#### **Customer Responsibilities:**

- Work with RWC as required to develop programming templates
- Evaluate sample radios and provide feedback.
- Approve templates.

#### **Completion Criteria:**

- Templates completed and approved by the Customer.

## 3.11 MANUFACTURING AND STAGING

### 3.11.1 Manufacture and Procure Equipment

#### **Motorola Responsibilities**

- Manufacture the Motorola equipment per final design.
- Procure any 3rd party equipment per final design.

#### **Customer Responsibilities**

- Procure Customer supplied equipment meeting Motorola specifications when applicable.

### 3.11.2 Ship Equipment to Field

#### **Motorola Responsibilities:**

- Pack system for shipment to final destination.
- Arrange for shipment to the field.

#### **Customer Responsibilities:**

- None.

### 3.11.3 Ship Acceptance (Milestone)

- All equipment shipped to the field.

### 3.11.4 Field Stage System

#### **Motorola Responsibilities:**

- Set up and rack the system equipment on a site-by-site basis, as it will be configured in the field at each of the sites.
- Cut and label cables according to the approved CDR documentation.
- Label the cables with to/from information to specify interconnection for field installation and future servicing needs.
- Complete the cabling/connecting of the subsystems to each other (“connectorization” of the subsystems).
- Assemble required subsystems to assure system functionality.
- Power up, program, and test all staged equipment.
- Confirm system configuration and software compatibility to the existing system.
- Load application parameters on all equipment according to input from Systems Engineering.
- Complete programming of the Fixed Network Equipment.
- Program the approved templates into a radio-programming template tool.
- Complete programming of sample Subscriber units.
- Inventory the equipment with serial numbers and installation references.
- Complete system documentation.
- Third party subsystems may be staged at the manufacturer’s facilities and integrated in the field.

#### **Customer Responsibilities:**

- Provide information on existing system interfaces as may be required.
- Provide information on room layouts or other information necessary for the assembly to meet field conditions.

## 3.12 SYSTEM INSTALLATION

Implementation services included as part of this proposal will occur between normal business hours, Monday – Friday, 8:30am-5pm. Should Customer require services to occur during non-business hours, additional costs may apply and will be handled via the change order process.

The installation pricing assumes that existing building facilities have sufficient heating, ventilation and air conditioning (HVAC), space, necessary power and back-up power, along with required cable routing facilities and penetrations to interconnect the hardware. Facility improvements, removal or disposal of existing equipment, and/or temporary installations of equipment have not been included in this proposal unless specifically stated.

#### **Motorola General Responsibilities**

- Install System Equipment as specified by the Equipment List, System Description, and System Drawings.
- Bond the supplied equipment to the existing site ground system in accordance with the Motorola R56 Standards and Guidelines for Communication Sites.
- Interface equipment to the RWC ASTRO 25 Radio System Network as detailed in the System Description.



### **Customer General Responsibilities**

- Provide access to the sites, as necessary.
- Configure Customer Enterprise Network (CEN) and interface to Motorola firewall

## **3.12.1 Primary Dispatch Center**

Six existing Gold Elite operator positions will be replaced with new MCC7500 operator positions. at this location. In addition, six new APX control stations will be installed to replace six of the existing backup control stations.

To minimize disruptions and downtime to ongoing dispatch operations, two positions of existing Gold Elite console equipment will be decommissioned and replaced with new MCC7500 console positions at a time allowing four active dispatch positions at all times.

### **Motorola Responsibilities**

- Install System Equipment as specified by the Equipment List, System Description, and System Drawings.
- Remove or relocate existing equipment as required.
- Upgrade and reuse existing GCP8000 site controller and SDM3000 Aux I/O controller.
- Installation of LAN network cabling between the equipment room network switch and each dispatch position.
- Interface APX control stations to existing antenna system.
- Interface equipment to defined demarcation points.

### **Customer Responsibilities**

- Coordinate with Motorola implementation team to allow unobstructed access to dispatch positions during installation and configuration and testing.
- Provide identified equipment for upgrade and reuse.

## **3.12.2 Backup Dispatch Center**

Four existing Gold Elite dispatch consoles will be replaced with new MCC7100 dispatch consoles at this location. Additionally, Motorola will install an archiving interface server (AIS) and a Verint IP Logging subsystem for logging and archiving of dispatch console audio from both the primary and backup dispatch consoles.

Two new APX control stations will be installed to replace two existing backup control stations at this location.

### **Motorola Responsibilities**

- Install System Equipment as specified by the Equipment List, System Description, and System Drawings.
- Remove or relocate existing equipment as required.
- Upgrade and reuse existing GCP8000 site controller.
- Install LAN network cabling between the equipment room network switch and each dispatch position.
- Interface APX control stations to existing antenna system.
- Install and configure Logging Recorder.
- Interface equipment to defined demarcation points.



**Customer Responsibilities**

- Providing IP space and physical port interface for logger and archiving server in the CEN.
- Provide identified equipment for upgrade and reuse.

**3.12.3 Emergency Operations Center**

One existing Gold Elite dispatch console will be replaced with a new MCC7100 dispatch console at this location.

**Motorola Responsibilities**

- Install System Equipment as specified by the Equipment List, System Description, and System Drawings.
- Remove or relocate existing equipment as required.
- Reuse of existing LAN network cabling between the equipment room network switch and the dispatch position.
- Interface equipment to defined demarcation points.

**3.12.4 Equipment Installation Complete**

- Motorola provided equipment installations completed and accepted by Customer.

**3.12.5 System Installation Acceptance (Milestone)**

- All equipment installations are completed and accepted by Customer.

**3.13 SYSTEM OPTIMIZATION****3.13.1 Optimize System****Motorola Responsibilities**

- Perform the console programming, based on the console templates designed and approved during the CDR phase.
- Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.
- Verify that all audio and data levels are at factory settings.
- Check audio and data levels to verify factory settings.
- Verify communication interfaces between devices for proper operation.
- Test features and functionality are in accordance with manufacturers' specifications and that they comply with the final configuration established during the CDR/system staging.
- Setup the consoles to perform the dispatching operation.



**Customer Responsibilities**

- Provide access/escort to the sites.
- Provide required radio ID and alias information to enable alias database setup for interface to console.

**3.13.2 Optimization Complete**

- System optimization is completed. Motorola and Customer agree that the equipment is ready for acceptance testing.

**3.14 TRAINING****3.14.1 Perform Training**

Motorola will provide training for the MCC7500 dispatch console in accordance with the included Training Plan.

**Motorola Responsibilities:**

- Finalize training schedules purchased as part of this project with the Customer Project Manager.
- Conduct the training classes outlined in the Training Plan.

**Customer Responsibilities:**

- Attend training classes.
- Provide access to equipment and facilities for a suitable training environment.

**3.15 AUDIT AND ACCEPTANCE TESTING****3.15.1 Perform R56 Audit****Motorola Responsibilities**

- Perform R56 site installation quality audits, verifying proper physical installation and operational configurations.

**Customer Responsibilities**

- None.

**3.15.2 Perform Functional Acceptance Testing****Motorola Responsibilities**

- Provide detailed functional acceptance test plan to Customer for approval
- Execute the acceptance test plan and verify the operational functionality and features of the individual subsystems and the system supplied by Motorola, as contracted.
- If any major task as contractually described fails, repeat that particular task after Motorola determines that corrective action has been taken.
- Document all issues that arise during the acceptance tests.
- Document the results of the acceptance tests and present to the Customer for review.
- Resolve any minor task failures before Final System Acceptance.



**Customer Responsibilities**

- Witness the functional testing.

**Completion Criteria**

- Successful completion of the functional testing.
- Customer approval of the functional testing.

**3.15.3 System Acceptance (Milestone)**

- Customer approves the completion of all the required tests.
- Dispatch operations on MCC7100 Consoles can commence.
- Warranty Commences.

**3.16 SUBSCRIBER RADIOS**

All programming, engraving, and installation will occur during normal business hours: M-F, 8am - 5pm for work performed at Creative Communications and M-F, 8:30 am – 4:30 pm for work performed at Customer location.

Motorola will take ownership of all removed radios as Customer trade-ins to be scrapped by Motorola

**3.16.1 Program and Install Mobiles****Motorola Responsibilities:**

- Received at Creative Communications for inventorying and programming.
- Develop new APX programming with RWC/Customer provided PD template.
- Install (245) new APX radios in patrol vehicles with swap out of existing XTL radios reusing existing power & RF cables, antennas and speaker(s).
- Install (16) new APX radios in command vehicles with swap out of existing XTL radios reusing existing power & RF cables, antennas and speaker(s).
- Install (25) new APX radios in motorcycles with swap out of existing XTL radios reusing existing power & RF cables, antennas and speaker(s).
- All patrol vehicle mobile swap outs and installs will occur at Customer location.
- Motorcycle radio installations will occur at Creative Communications location.
- Track and document each removal/installation.
- Operational test including encryption verification.
- Pass all features and functionalities of the mobile template.
- Once all templates are tested and approved by the Customer, Motorola requests template acceptance sign-off.
- Program all the mobiles, as identified in the equipment list, in accordance with the Customer-approved programming templates.
- Install all the mobiles in the vehicles, as identified in the equipment list, and according to the installation schedule.
- A “one-time only” programming charge is included in the project price

**Customer Responsibilities:**

- Work with RWC for radio template to be developed by RWC and confirmed by Customer, prior to Creative programming

- Provide Installation crews with reasonable installation areas: covered, electricity available, facilities access
- Coordinate with RWC for activation and deactivation of unit IDs as units are installed.
- Provide adequate number of vehicles for installations according to the project/installation schedule.
  - Initial baseline is minimum of 15 vehicles per day based on swap out and reuse of existing cabling.
- If any installations require variations from the approved plan, the Customer must approve, before proceeding with the variance.

**Completion Criteria:**

- All mobiles are programmed and installed successfully and approved by the Customer.

### 3.16.2 Program and Distribute Portables

**Motorola Responsibilities:**

- Received at Creative Communications for inventorying and programming.
- Develop new APX programming with RWC/Customer provided PD template.
- Program (906) new APX radios
- Create new engraving template and engrave each unit.
- Track and document each removal/installation.
- Program all the portables, as identified in the equipment list, based upon the Customer approved programming templates.
- A “one-time only” programming is included in the project pricing.
- Deliver units to authorized Customer personnel and inventory upon receipt.

**Customer Responsibilities:**

- Approve final template(s) and initiate portable programming.
- Upon receipt of portables, a Customer-authorized signatory acknowledges receipt of all portables and accessories and proper operation of a sampling of portables.
- Distribute the portables to end users.

**Completion Criteria:**

- All portables are successfully programmed and approved by the Customer.

### 3.16.3 Subscribers Complete

- All Subscribers are programmed and/or distributed/installed successfully, and approved by the Customer.

## 3.17 FINALIZE

### 3.17.1 Cutover

**Motorola Responsibilities:**

- Motorola and Customer develop a mutually agreed upon cutover plan based upon discussions held during the CDR.
- During cutover, follow the written plan and implement the defined contingencies, as required.



- Conduct cutover meeting(s) with user group representatives to address both how to mitigate technical and communication problem impact to the users during cutover and during the general operation of the system.

**Customer Responsibilities:**

- Attend cutover meetings and approve the cutover plan.
- Notify the user group(s) affected by the cutover (date and time).

**Completion Criteria:**

- Successful migration from the old system to the new system.

### 3.17.2 Resolve Punch list

**Motorola Responsibilities**

- Resolve Motorola assigned punch list items as part of Final Acceptance.

**Customer Responsibilities**

- Assist Motorola with resolution of identified punch list items by providing support, such as access to the sites, equipment and system, and approval of the resolved punch list item(s).
- Resolve Customer assigned punch list items.

### 3.17.3 Transition to Service/Project Transition Certificate

**Motorola Responsibilities**

- Review the items necessary for transitioning the project to warranty support and service.
- Provide a Customer Support Plan detailing the warranty and post warranty support, if applicable, associated with the Contract equipment.
- Provide additional information regarding post warranty support, included in the Warranty/Post Warranty section of this document.

**Customer Responsibilities**

- Participate in the Transition Service/Project Transition Certificate (PTC) process.

### 3.17.4 Finalize Documentation

**Motorola Responsibilities**

- Provide an electronic as-built system manual on a Compact Disk (CD). The documentation will include the following:
  - System Level Diagram.
  - Site Equipment Rack Configurations.
  - ATP Test Checklists.
  - Equipment Inventory List.
  - Console Programming Template
  - Subscriber Programming Template
  - Operator, Product Manuals

Drawings are created utilizing AutoCAD design software and will be delivered in Adobe PDF format. All other system manual documents converted from native format to Adobe PDF format to be included on the System Manual CD.

**Customer Responsibilities**

- Receive and approve all documentation provided by Motorola.

**3.17.5 Final Acceptance (Milestone)**

- All deliverables completed, as contractually required.
- Final System Acceptance received from Customer.

**3.18 PROJECT ADMINISTRATION****3.18.1 Project Status Meetings****Motorola Responsibilities**

- Motorola Single Point of Contact, or designee, will attend all project status meetings with Customer, as determined during the CDR.
- Meetings may be via teleconference or at Customer location depending on the phase of the project and agenda requirements.
- Record the meeting minutes and supply the report.
- The agenda will include the following:
  - Overall project status compared to the Project Schedule.
  - Product or service related issues that may affect the Project Schedule.
  - Status of the action items and the responsibilities associated with them, in accordance with the Project Schedule.
  - Any miscellaneous concerns of either the Customer or Motorola.

**Customer Responsibilities**

- Attend meetings.
- Respond to issues in a timely manner.

**3.18.2 Progress Milestone Submittal****Motorola Responsibilities**

- Submit progress (non-payment) milestone completion certificate/documentation.

**Customer Responsibilities**

- Approve milestone, which will signify confirmation of completion of the work associated with the scheduled task.

**3.18.3 Change Order Process**

Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

SECTION 5

# ACCEPTANCE TEST PLAN

Testing of the proposed equipment is included. This includes the following:

- Test features and functionality are in accordance with manufacturers' specifications.
- Verify the operational functionality and features of the individual subsystems and the system supplied by Motorola, as contracted.

A detailed Acceptance Test Plan will be developed upon purchase and will be reviewed during the Project Kickoff/Design Review meeting.



Exhibit D  
[System Acceptance Certificate]

**Customer Name:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative:

Motorola Representative:

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**FINAL PROJECT ACCEPTANCE:**

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Motorola Representative:

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## Legislation Description

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**File #:** 15-796, **Version:** 1

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**AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH MOTOROLA SOLUTIONS, INC., AND APPROVE THE PURCHASE OF MOBILE RADIOS FOR THE GLENDALE POLICE DEPARTMENT UTILIZING A STATE OF ARIZONA COOPERATIVE PURCHASING CONTRACT**

Staff Contact: Debora Black, Police Chief

### **Purpose and Recommended Action**

This is a request for City Council to authorize the Acting City Manager to enter into a linking agreement with Motorola Solutions, Inc., and approve the purchase of mobile radios for the Glendale Police Department (GPD) in an amount not to exceed \$5,627,217. Staff is further requesting Council authorization for the City Manager or designee to execute any and all documents necessary to effectuate the purchase, including the Municipal Lease-Purchase Agreement in connection with the financing. This cooperative purchase is available through an agreement between the State of Arizona and Motorola Solutions, Inc. (Contract No. ADSPO13-036880) and is effective through November 28, 2016.

### **Background**

The Federal Communications Commission (FCC) sets rules and regulations regarding Narrowbanding. Narrowbanding refers to a standard set by the FCC that all VHF and UHF Public Safety and Industrial/Business land mobile radio systems migrate to at least 12.5 kHz efficiency technology. Phase 2 of Narrowbanding implemented by the FCC achieves efficiencies through Time Division Multiple Access (TDMA) and the capability of operating on a channel bandwidth of 6.25 kHz or less. The Arizona Regional Wireless Cooperative (RWC), of which the City of Glendale is a member, will be upgrading the regional radio system in the near future to implement TDMA and the next phase of Narrowbanding. This upgrade to the RWC system is to increase the capacity of the radio system to meet the growing needs of the agencies it services.

An upgrade at this time will provide the GPD with a more efficient operating system allowing greater system capacity to meet growing needs, and replace radios and consoles that are at the end of lifespan. Motorola Solutions, Inc. has provided the GPD with a proposed solution to meet the mobile radio and dispatch console needs while offering a zero interest three (3) year municipal lease to cover the financing of the necessary equipment purchase.

Motorola has a contract with the Arizona Department of Administration State Procurement Office (ADOA-SPO) under contract number ADSPO13-036880. The ADOA-SPO serves as the central procurement authority for the State of Arizona. The city participates in a purchasing cooperative agreement with ADOA-SPO through a Council authorized (Resolution No. 4681 New Series) agreement (C-8475). If Council approves the recommended action, utilizing the cooperative contract will ensure the best pricing for the purchase. Materials Management and the City Attorney's Office has reviewed and approved the use of the cooperative contract with Motorola and a linking agreement has been prepared for use with the contract.

**Analysis**

Cooperative purchasing allows counties, municipalities, schools, colleges and universities in Arizona to use a contract that was competitively procured by another governmental entity or purchasing cooperative. Such purchasing helps reduce the cost of procurement, allows access to a multitude of competitively bid contracts, and provides the opportunity to take advantage of volume pricing. The Glendale City Code authorizes cooperative purchases when the solicitation process utilized complies with the intent of Glendale's procurement processes. This cooperative purchase is compliant with Chapter 2, Article V, Division 2, Section 2-149 of the Glendale City Code, per review by Materials Management.

Staff is recommending Council authorize the City Manager to enter into the linking agreement with Motorola Solutions, Inc. and approve the purchase of mobile radios for the GPD in a total amount not to exceed \$5,627,217, and further authorize the City Manager or designee to execute any and all documents necessary to effectuate the purchase, including the equipment lease-purchase agreement in connection with the financing

**Previous Related Council Action**

On November 17, 2015, during the City Council Workshop Session, staff briefed Council on the costs associated with RWC upgrades. During the Fiscal Year (FY) 2016-17 Budget Overview, the RWC upgrade was listed as one of the Key Initiatives impacting the budget.

On August 12, 2014 Council authorized the City Manager to enter into a linking agreement with Motorola Solutions, Inc. for a three-year services agreement supporting the GPD existing communications systems.

**Budget and Financial Impacts**

The total cost of the project to include mobile radios and dispatch consoles, over three years, is \$7,053,749. Funding exists in the Public Safety Construction Bonds account in the amount of \$1,551,250 and in Development Impact Fees in the amount of \$1,140,000 to cover the FY 2016-17 payment and a portion of the FY 2017-18 payment. The remainder of the FY 2017-18 payment and the entire FY 2018-19 payment will be built into the FY 2016-17 - FY 2025-26 Capital Improvement Project budget.

The cost of the project includes a five year service and maintenance agreement. Ongoing service and maintenance costs after the first five years will be built into the future proposed Police Department budgets that are submitted for Council approval.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>FY 17 \$1,211,250</b>	<b>2040-75012-551500, Public Safety Construction Bonds</b>
<b>FY 17 \$1,140,000</b>	<b>1440-75012-551500, Police Development Impact Fees</b>
<b>FY 18 \$340,000</b>	<b>2040-75012-551500, Public Safety Construction Bonds</b>
<b>FY 18 \$2,011,250</b>	<b>1000-75012-551500, General Fund</b>
<b>FY 19 \$2,351,250</b>	<b>1000-75012-551500, General Fund</b>

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**LINKING  
AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE,  
ARIZONA AND  
MOTOROLA SOLUTIONS, INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2015, between the City of Glendale, an Arizona municipal corporation (the "City"), and Motorola Solutions, Inc. ("Motorola"), a Delaware corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

**RECITALS**

A. On November 29, 2012 the State of Arizona entered into Contract Number ADSPO13-036880, and subsequently entered into various amendments to the contract (collectively, the "Motorola Contract"), a copy of which is incorporated by this reference.

B. The City is permitted to purchase the goods and services described in the Motorola Contract without further public bidding, and the Motorola 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 Motorola 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 Motorola Contract, Contractor consents to the City's utilization of the Motorola 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.

**EXHIBITS**

The exhibits listed below are incorporated into and made a part of this Agreement. If and to the extent the provisions in this Agreement conflict with those in the Motorola Contract, the provisions in this Agreement prevail.

Exhibit A	"Pricing Summary" and "Detailed Equipment List"
Exhibit B	"Communications System Financing Proposal"
Exhibit C	Technical and Implementation Documents
	C-1 "System Description" dated November 3, 2015
	C-2 "Statement of Work" dated November 3, 2015
	C-3 "Acceptance Test Plan" or "ATP" dated November 3, 2015
Exhibit D	"System Acceptance Certificate"



## 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 November 28, 2016, or such other later date as the State of Arizona Contract Number ADSP013-036880 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 supplies, goods or services identified in the Motorola Contract at the prices Contractor provides the State of Arizona under the Motorola Contract.
  
  - b) Contractor agrees to comply with all the terms, conditions and specifications of the Motorola Contract for the purposes of this Agreement, and the terms, conditions, and specifications of the Motorola Contract are incorporated in this Linking Agreement by this reference and any additional supplemental terms, which are attached hereto as Exhibit "B." The "City of Glendale" shall be substituted for "State of Arizona" or similar reference to the State of Arizona throughout the Motorola Contract.
  
3. Compensation and Future Purchases.
  - a) The total purchase price for the goods and services authorized for this purchase is not to exceed Five Million Six Hundred Twenty Seven Thousand Two Hundred Seventeen Dollars and No Cents (\$5,627,217) as indicated in the Pricing Summary and Detailed Equipment Lists attached as Exhibit "A."
  
  - b) The City may from time to time elect to purchase additional goods and services from Contractor pursuant to the Motorola Contract. City and Contractor agree that in such future purchases the City will have the rights and obligations enjoyed by the State of Arizona under the Motorola Contract. The City will comply with all applicable laws and regulations regarding procurement and approval of such purchases.
  
4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.
  
5. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.
  
6. 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. System Acceptance.

- a) Commencement of Acceptance Testing. Contractor will provide to the City at least ten (10) days notice before the tests described in the Acceptance Test Plan (“Acceptance Tests”) commence. System testing will occur only in accordance with the Acceptance Test Plan.
- b) System Acceptance. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem (major part of the System that performs specific functions or operations) or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If the City believes the System has failed the completed Acceptance Tests, the City will provide to Contractor a written notice that includes the specific details of the failure. If the City does not provide to Contractor a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.
- c) Beneficial Use. The City acknowledges that Contractor’s ability to perform its implementation and testing responsibilities may be impeded if the City begins using the System before System Acceptance. Therefore, the City will not commence Beneficial Use before System Acceptance without Contractor’s prior written authorization, which will not be unreasonably withheld. Contractor is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, the City assumes responsibility for the use and operation of the System.
- d) Final Project Acceptance. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

[SIGNATURES ON FOLLOWING PAGE]

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

**“City”**

City of Glendale, an Arizona  
municipal corporation

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

**“Contractor”**

Motorola Solutions, Inc.,  
a Delaware corporation

By: \_\_\_\_\_  
Name: Larry Mabry  
Title: MSSSI Vice President & Director Sales

ATTEST:

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

APPROVED AS TO FORM:

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

Exhibit A  
[Pricing Summary and Detailed Equipment Lists]

## SECTION 9

# PRICING SUMMARY AND DETAILED EQUIPMENT LISTS

## 9.1 PRICING SUMMARY

Motorola is pleased to provide the following equipment and services to the City of Glendale:

### 9.1.1 Police Department

Description	Price
<b>Subscribers &amp; Accessories</b> <ul style="list-style-type: none"> <li>- (612) Motorola APX6000 Model 2.5 Portable Radios w/Support Accessories</li> <li>- (261) Motorola APX6500 Dash-Mount Mobile Radios</li> <li>- (25) Motorola APX7500 Motorcycle Radios</li> </ul>	<b>\$4,574,721</b>
<b>Dispatch Console Equipment, Support Items &amp; Spares</b> <ul style="list-style-type: none"> <li>- (6) Motorola MCC7500 Dispatch Consoles w/Computer Workstations</li> <li>- (5) Motorola MCC7100 Dispatch Consoles w/Laptop Computers</li> <li>- (8) APX7500 Motorola Consolette Radios</li> <li>- (1) Verint IP Logger w/Archiving Server</li> <li>- (1) Aeroflex Service Monitor</li> </ul>	<b>\$727,940</b>
<b>Intelligence-Led Policing Solution (ILPS)</b> \$687,624 Integrated Data Portal included per statement of work	<b>included</b>
<b>Subtotal</b>	<b>\$5,302,661</b>
Tax 9.2%	\$487,845
System Integration & Project Management	\$1,263,243
<b>Police System Grand Total</b>	<b>\$7,053,749</b>



## 9.4 DETAILED EQUIPMENT LISTS

### 9.4.1 MCC7500 & MCC7100 Equipment List

LIM	O	QTY	NOMENCLATURE	DESCRIPTION	UNIT LIST (DUP)	EXT LIST (DUP)	CUSTOMER DISCOUNT (%)	UNIT CUSTOMER DISCOUNT (USD)	EXT CUSTOMER DISCOUNT (USD)	ADSP013-036613 Radio Dispatch	ADSP013-036880 Two-Way Radio
				<b>Master Site</b>							
1	-	1	SQM01SUM0239	MASTER SITE CONFIG UPGRADE	\$ -	\$-	10.00%	\$-	\$-	Category III	
1	a	3	CA02105AA	MCC7500/MCC7100 CONSOLE LIC	\$ 5,000.00	\$15,000.00	10.00%	\$4,500.00	\$13,500.00	Category III	
1	b	1	CA00996AL	ADD: NM/ZC LICENSE KEY 7.14	\$ 1,000.00	\$1,000.00	10.00%	\$900.00	\$900.00	Category III	
1	c	1	CA00997AL	ADD: UCS LICENSE KEY 7.14	\$ 1,000.00	\$1,000.00	10.00%	\$900.00	\$900.00	Category III	
				<b>MCC7500 Consoles</b>							
2	-	6	B1933	MOTOROLA VOICE PROCESSOR MODULE	\$ 11,920.00	\$71,520.00	10.00%	\$10,728.00	\$64,368.00	Category III	
3	-	1	B1905	MCC 7500 ASTRO 25 SOFTWARE	\$ 250.00	\$250.00	10.00%	\$225.00	\$225.00	Category III	
2	a	6	CA01642AA	ADD: MCC 7500 BASIC CONSOLE FUNCTIONALITY SOFTWARE LICENSE	\$ 12,000.00	\$72,000.00	10.00%	\$10,800.00	\$64,800.00	Category III	
2	b	6	CA01644AA	ADD: MCC 7500 /MCC 7100 ADV CONVL OPERATION	\$ 3,000.00	\$18,000.00	10.00%	\$2,700.00	\$16,200.00	Category III	
2	c	6	CA01643AA	ADD: MCC 7500 / MCC 7100 TRUNKING OPERATION	\$ 5,000.00	\$30,000.00	10.00%	\$4,500.00	\$27,000.00	Category III	
2	d	6	CA00147AF	ADD: MCC 7500 SECURE OPERATION	\$ 3,250.00	\$19,500.00	10.00%	\$2,925.00	\$17,550.00	Category III	
2	e	6	CA00182AB	ADD: AES ALGORITHM	\$ 750.00	\$4,500.00	10.00%	\$675.00	\$4,050.00	Category III	
2	f	6	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN	\$ -	\$-	10.00%	\$-	\$-	Category III	
4	-	6	DS22WBLK	22 INCH WIDE NON-TOUCH MONITOR, BLACK	\$ 3,299.00	\$19,794.00	10.00%	\$2,969.10	\$17,814.60	Category III	
5	-	6	TT2833	COMPUTER, Z440 WORKSTATION WINDOWS 7 (NON RETURNABLE)	\$ 2,950.00	\$17,700.00	10.00%	\$2,655.00	\$15,930.00	Category III	
6	-	6	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG	\$ 50.00	\$300.00	10.00%	\$45.00	\$270.00	Category III	

EXHIBIT A

7	-	6	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS	\$ 258.00	\$1,548.00	10.00%	\$232.20	\$1,393.20	Category III
8	-	12	B1912	MCC SERIES DESKTOP SPEAKER	\$ 450.00	\$5,400.00	10.00%	\$405.00	\$4,860.00	Category III
9	-	6	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE	\$ 250.00	\$1,500.00	10.00%	\$225.00	\$1,350.00	Category III
10	-	12	B1913	MCC SERIES HEADSET JACK	\$ 200.00	\$2,400.00	10.00%	\$180.00	\$2,160.00	Category III
11	-	6	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE W/MOTOROLA MCC 7500 DISP	\$ 290.00	\$1,740.00	10.00%	\$261.00	\$1,566.00	Category III
12	-	6	T7885	MCAFFEE WINDOWS AV CLIENT	\$ 165.00	\$990.00	10.00%	\$148.50	\$891.00	Category III
13	-	6	DDN2090	DUAL IRR SW USB HASP W LICENSE, SOUND CARD, & SPKRS (V47)	\$ 2,935.00	\$17,610.00	10.00%	\$2,641.50	\$15,849.00	Category III
				<b>Site Network</b>						
14	-	2	CLN1856	2620-24 ETHERNET SWITCH ?	\$ 2,250.00	\$4,500.00	10.00%	\$2,025.00	\$4,050.00	Category III
15	-	1	SQM01SUM0205	GGM 8000 GATEWAY	\$ 4,200.00	\$4,200.00	10.00%	\$3,780.00	\$3,780.00	Category III
15	a	1	CA01616AA	ADD: AC POWER	\$ -	\$-	10.00%	\$-	\$-	Category III
16	-	1	SQM01SUM0205	GGM 8000 GATEWAY	\$ 4,200.00	\$4,200.00	10.00%	\$3,780.00	\$3,780.00	Category III
16	a	1	CA01616AA	ADD: AC POWER	\$ -	\$-	10.00%	\$-	\$-	Category III
				<b>I/O's</b>						
17	-	0	F4543	SITE MANAGER BASIC	\$ 1,855.00	\$-	10.00%	\$1,669.50	\$-	Category III
17	a	0	VA00874	ADD: AUX I-O SERV FW CURR ASTRO REL	\$ 175.00	\$-	10.00%	\$157.50	\$-	Category III
17	b	0	V266	ADD: 90VAC TO 260VAC PS TO SM	\$ 120.00	\$-	10.00%	\$108.00	\$-	Category III
17	c	0	V592	AAD TERM BLCK & CONN WI	\$ 90.00	\$-	10.00%	\$81.00	\$-	Category III
18	-	0	6406066M02	PANEL PUNCH BLOCK	\$ 435.00	\$-	10.00%	\$391.50	\$-	Category III
19	-	0	3082000X12	CABLE, GROUND	\$ 18.75	\$-	10.00%	\$16.88	\$-	Category III
				<b>Conventional Site Controller (CSC)</b>						
20	-	0	T7038	GCP 8000 SITE CONTROLLER	\$ 3,000.00	\$-	10.00%	\$2,700.00	\$-	Category III
20	a	0	CA00303AA	ADD: QTY (1) SITE CONTROLLER	\$ 5,000.00	\$-	10.00%	\$4,500.00	\$-	Category III
20	b	0	X153AW	ADD: RACK MOUNT HARDWARE	\$ 50.00	\$-	10.00%	\$45.00	\$-	Category III
20	c	0	CA01136AA	ADD: MCC 7500 CONVEN SITE OPER	\$ 4,000.00	\$-	10.00%	\$3,600.00	\$-	Category III

EXHIBIT A

21	-	1	T7140	G-SERIES SOFTWARE UPGRADE	\$ -	\$-	10.00%	\$-	\$-	Category III
21	a	1	CA01246AA	ADD: MCC 7500 CONV SITE UPGRADE	\$ 1,200.00	\$1,200.00	10.00%	\$1,080.00	\$1,080.00	Category III
				<b>CCGW's</b>						
22	-	1	SQM01SUM0205	GGM 8000 GATEWAY	\$ 4,200.00	\$4,200.00	10.00%	\$3,780.00	\$3,780.00	Category III
22	a	1	CA01616AA	ADD: AC POWER	\$ -	\$-	10.00%	\$-	\$-	Category III
22	b	1	CA02141AA	ADD: LOW DENSITY ENH CONV GATEWAY	\$ 3,000.00	\$3,000.00	10.00%	\$2,700.00	\$2,700.00	Category III
23	-	1	SQM01SUM0205	GGM 8000 GATEWAY	\$ 4,200.00	\$4,200.00	10.00%	\$3,780.00	\$3,780.00	Category III
23	a	1	CA01616AA	ADD: AC POWER	\$ -	\$-	10.00%	\$-	\$-	Category III
23	b	1	CA02141AA	ADD: LOW DENSITY ENH CONV GATEWAY	\$ 3,000.00	\$3,000.00	10.00%	\$2,700.00	\$2,700.00	Category III
24	-	1	SQM01SUM0205	GGM 8000 GATEWAY	\$ 4,200.00	\$4,200.00	10.00%	\$3,780.00	\$3,780.00	Category III
24	a	1	CA01616AA	ADD: AC POWER	\$ -	\$-	10.00%	\$-	\$-	Category III
24	b	1	CA02141AA	ADD: LOW DENSITY ENH CONV GATEWAY	\$ 3,000.00	\$3,000.00	10.00%	\$2,700.00	\$2,700.00	Category III
25	-	1	SQM01SUM0205	GGM 8000 GATEWAY	\$ 4,200.00	\$4,200.00	10.00%	\$3,780.00	\$3,780.00	Category III
25	a	1	CA01616AA	ADD: AC POWER	\$ -	\$-	10.00%	\$-	\$-	Category III
25	b	1	CA02141AA	ADD: LOW DENSITY ENH CONV GATEWAY	\$ 3,000.00	\$3,000.00	10.00%	\$2,700.00	\$2,700.00	Category III
26	-	1	SQM01SUM0205	GGM 8000 GATEWAY	\$ 4,200.00	\$4,200.00	10.00%	\$3,780.00	\$3,780.00	Category III
26	a	1	CA01616AA	ADD: AC POWER	\$ -	\$-	10.00%	\$-	\$-	Category III
26	b	1	CA02141AA	ADD: LOW DENSITY ENH CONV GATEWAY	\$ 3,000.00	\$3,000.00	10.00%	\$2,700.00	\$2,700.00	Category III
27	-	1	SQM01SUM0205	GGM 8000 GATEWAY	\$ 4,200.00	\$4,200.00	10.00%	\$3,780.00	\$3,780.00	Category III
27	a	1	CA01616AA	ADD: AC POWER	\$ -	\$-	10.00%	\$-	\$-	Category III
27	b	1	CA02141AA	ADD: LOW DENSITY ENH CONV GATEWAY	\$ 3,000.00	\$3,000.00	10.00%	\$2,700.00	\$2,700.00	Category III
				<b>Racking and SPD's</b>						
28	-	2	TRN7343	SEVEN AND A HALF FOOT RACK	\$ 495.00	\$990.00	10.00%	\$445.50	\$891.00	Category III
29	-	8	0784469Y02	BRKT, CBL SUPPORT	\$ 99.75	\$798.00	10.00%	\$89.78	\$718.20	Category III
30	-	2	3182602Y06	GROUNDING BUS BAR	\$ 97.50	\$195.00	10.00%	\$87.75	\$175.50	Category III
31	-	1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS	\$ 83.00	\$83.00	10.00%	\$74.70	\$74.70	Category III
32	-	1	0310909C91	SCR LCK M6X1X13 STARPAN STL	\$ 10.00	\$10.00	10.00%	\$9.00	\$9.00	Category III



EXHIBIT A

33	-	2	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS	\$ 258.00	\$516.00	10.00%	\$232.20	\$464.40	Category III
34	-	2	DSTSJ48CLT	SPD, RJ-45 OR HARDWIRE CONNECTED FOR T1/E1, PROTECTS 4 WIRES	\$ 118.00	\$236.00	10.00%	\$106.20	\$212.40	Category III
35	-	1	DSDIN2GU1	ADC TELECOM. DSXI 56 POSITION 1-28AB, FRONT BELOW XCON, 6X19, WW PANEL	\$ 1,581.00	\$1,581.00	10.00%	\$1,422.90	\$1,422.90	Category III
36	-	1	DS110110711	PDU, AC EDGE RACK MOUNT DISTRIBUTION PANEL, 120VAC 60A, 12-15A CIRCUIT	\$ 2,450.00	\$2,450.00	10.00%	\$2,205.00	\$2,205.00	Category III
37	-	12	DS37502851	BREAKER KIT AIRPAX 15AMP SNAPAC, FOR AC EDGE OR DC EDGE III QTY 1	\$ 34.00	\$408.00	10.00%	\$30.60	\$367.20	Category III
				<b>MCC7100 - Proxy Server</b>						
38	-	1	HKVN4161A	PRX 7000 Proxy SW License (1-10 CONNECTIONS)	\$ 2,500.00	\$2,500.00	10.00%	\$2,250.00	\$2,250.00	Category III
39	-	1	BVN6079	PRX 7000 Proxy Application SW DVD	\$ 250.00	\$250.00	10.00%	\$225.00	\$225.00	Category III
40	-	1	TT2833	COMPUTER, Z440 WORKSTATION WINDOWS 7 (NON RETURNABLE)	\$ 2,950.00	\$2,950.00	10.00%	\$2,655.00	\$2,655.00	Category III
41	-	1	DDN9590	SSG140 FIREWALL W/ 2 YEARS SUPPORT	\$ 6,500.00	\$6,500.00	10.00%	\$5,850.00	\$5,850.00	Category III
42	-	1	DS017BLK	17 INCH NON-TOUCH MONITOR, BLACK	\$ 1,180.00	\$1,180.00	10.00%	\$1,062.00	\$1,062.00	Category III
43	-	1	DDN9748	19 INCH BLACK SHELF	\$ 249.00	\$249.00	10.00%	\$224.10	\$224.10	Category III
44	-	1	T7448	WINDOWS SUPPLEMENTAL FULL CONFIG	\$ 50.00	\$50.00	10.00%	\$45.00	\$45.00	Category III
45	-	1	T7885	MCAFFEE WINDOWS AV CLIENT	\$ 165.00	\$165.00	10.00%	\$148.50	\$148.50	Category III
				<b>MCC7100 - Outside RNI</b>						
46	-	1	B1939	MCC 7100 IP Dispatch Position Main Model	\$ -	\$-	10.00%	\$-	\$-	Category III
46	a	1	CA01642AB	ADD: MCC 7100 BASIC CONSOLE FUNCTIONALITY SOFTWARE LICENSE	\$ 4,000.00	\$4,000.00	10.00%	\$3,600.00	\$3,600.00	Category III
46	b	1	CA01643AA	ADD: MCC 7500 / MCC 7100 TRUNKING OPERATION	\$ 5,000.00	\$5,000.00	10.00%	\$4,500.00	\$4,500.00	Category III

EXHIBIT A

46	c	1	CA01644AA	ADD: MCC 7500 /MCC 7100 ADV CONVL OPERATION	\$ 3,000.00	\$3,000.00	10.00%	\$2,700.00	\$2,700.00	Category III	
46	d	1	CA02092AA	ADD: SOFTWARE AES, DES-OFB, ADP ENCRYPT KEY FILE MGMT	\$ 1,800.00	\$1,800.00	10.00%	\$1,620.00	\$1,620.00	Category III	
46	e	1	CA02180AA	ADD: MCC 7100 SECURE OPERATION	\$ 3,250.00	\$3,250.00	10.00%	\$2,925.00	\$2,925.00	Category III	
47	-	1	NPI_000587	MCC7100 Laptop + Docking Station (PLACEHOLDER)	\$ -	\$-	10.00%	\$-	\$-	Category III	
48	-	1	DSCDN6171B	TRACKERBALL (ONLY PS/2 & USB COMPATIBLE)	\$ 439.00	\$439.00	10.00%	\$395.10	\$395.10	Category III	
49	-	1	DDN1391	MUSIK USB SPEAKERS (SET OF 2) PALO ALTO	\$ 79.00	\$79.00	10.00%	\$71.10	\$71.10	Category III	
50	-	1	B1941	USB AUDIO INTERFACE MODULE	\$ 1,900.00	\$1,900.00	10.00%	\$1,710.00	\$1,710.00	Category III	
51	-	1	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE	\$ 250.00	\$250.00	10.00%	\$225.00	\$225.00	Category III	
52	-	2	B1913	MCC SERIES HEADSET JACK	\$ 200.00	\$400.00	10.00%	\$180.00	\$360.00	Category III	
53	-	1	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISP	\$ 290.00	\$290.00	10.00%	\$261.00	\$261.00	Category III	
54	-	1	T7885	MCAFFEE WINDOWS AV CLIENT	\$ 165.00	\$165.00	10.00%	\$148.50	\$148.50	Category III	
55	-	1	HKVN4225A	MCC 7100 INSTANT RECALL RECORDER LICENSE	\$ 1,200.00	\$1,200.00	10.00%	\$1,080.00	\$1,080.00	Category III	
56	-	1	HKVN4159A	10 CHANNEL SW LICENSE	\$ 5,000.00	\$5,000.00	10.00%	\$4,500.00	\$4,500.00	Category III	
				<b>Consolottes</b>							
57	-	6	L30URS9PW1 N	APX7500 SINGLE BAND 7/800	\$ 4,379.00	\$26,274.00	25.00%	\$3,284.25	\$19,705.50		Item #7, Group 3
57	a	6	G806	ADD: ASTRO DIGITAL CAI OPERATION	\$ 515.00	\$3,090.00	25.00%	\$386.25	\$2,317.50		Item #7, Group 3
57	b	6	GA00244	ADD: 7/800MHZ PRIMARY BAND	\$ -	\$-	25.00%	\$-	\$-		Item #7, Group 3
57	c	6	G90	ADD: NO MICROPHONE NEEDED	\$ -	\$-	25.00%	\$-	\$-		Item #7, Group 3
57	d	6	L999	ADD: FULL FP W/05/KEYPAD/CLOCK/VU	\$ 789.00	\$4,734.00	25.00%	\$591.75	\$3,550.50		Item #7, Group 3
57	e	6	GA00255AD	ENH: SFS COMPREHENSIVE 5 YR	\$ 476.00	\$2,856.00	0.00%	\$476.00	\$2,856.00	n/a	n/a
57	f	6	G298	ENH: ASTRO 25 OTAR W/ MULTIKEY	\$ 740.00	\$4,440.00	25.00%	\$555.00	\$3,330.00		Item #7, Group 3
57	g	6	G843	ADD: AES ENCRYPTION APX	\$ 475.00	\$2,850.00	25.00%	\$356.25	\$2,137.50		Item #7, Group 3

EXHIBIT A

57	h	6	CA01598	ADD: AC LINE CORD US	\$ -	\$-	25.00%	\$-	\$-		Item #7, Group 3
57	i	6	G51	ENH: SMARTZONE OPERATION APX	\$ 1,500.00	\$9,000.00	25.00%	\$1,125.00	\$6,750.00		Item #7, Group 3
57	j	6	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY	\$ 5.00	\$30.00	25.00%	\$3.75	\$22.50		Item #7, Group 3
57	k	6	G361	ADD: P25 TRUNKING SOFTWARE	\$ 300.00	\$1,800.00	25.00%	\$225.00	\$1,350.00		Item #7, Group 3
57	l	6	GA00580	ADD: TDMA OPERATION	\$ 450.00	\$2,700.00	25.00%	\$337.50	\$2,025.00		Item #7, Group 3
				<b>BACKUP DISAPTCH</b>							
				<b>AIS</b>							
58	-	1	B1933	MOTOROLA VOICE PROCESSOR MODULE	\$ 11,920.00	\$11,920.00	10.00%	\$10,728.00	\$10,728.00	Category III	
58	a	1	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN	\$ -	\$-	10.00%	\$-	\$-	Category III	
58	b	1	CA00288AB	ADD: MCC 7500 ARCHIVING INTERFACE SERVER SOFTWARE LICENSE	\$ 15,060.00	\$15,060.00	10.00%	\$13,554.00	\$13,554.00	Category III	
58	c	1	CA00147AF	ADD: MCC 7500 SECURE OPERATION	\$ 3,250.00	\$3,250.00	10.00%	\$2,925.00	\$2,925.00	Category III	
58	d	1	CA00182AB	ADD: AES ALGORITHM	\$ 750.00	\$750.00	10.00%	\$675.00	\$675.00	Category III	
59	-	1	DS017BLK	17 INCH NON-TOUCH MONITOR, BLACK	\$ 1,180.00	\$1,180.00	10.00%	\$1,062.00	\$1,062.00	Category III	
60	-	1	TT2833	COMPUTER, Z440 WORKSTATION WINDOWS 7 (NON RETURNABLE)	\$ 2,950.00	\$2,950.00	10.00%	\$2,655.00	\$2,655.00	Category III	
61	-	1	T7448	WINDOWS SUPPLEMENTAL FULL CONFIG	\$ 50.00	\$50.00	10.00%	\$45.00	\$45.00	n/a	n/a
62	-	1	T7885	MCAFFEE WINDOWS AV CLIENT	\$ 165.00	\$165.00	10.00%	\$148.50	\$148.50	Category III	
63	-	1	DDN9748	19 INCH BLACK SHELF	\$ 249.00	\$249.00	10.00%	\$224.10	\$224.10	Category III	
64	-	1	DDN9590	SSG140 FIREWALL W/ 2 YEARS SUPPORT	\$ 6,500.00	\$6,500.00	10.00%	\$5,850.00	\$5,850.00	Category III	
				<b>MCC7100 - Outside RNI</b>							
65	-	4	B1939	MCC 7100 IP Dispatch Position Main Model	\$ -	\$-	10.00%	\$-	\$-	Category III	
66	-	1	B1940	MCC 7100 DVD	\$ 250.00	\$250.00	10.00%	\$225.00	\$225.00	Category III	
66	a	4	CA01642AB	ADD: MCC 7100 BASIC CONSOLE FUNCTIONALITY SOFTWARE LICENSE	\$ 4,000.00	\$16,000.00	10.00%	\$3,600.00	\$14,400.00	Category III	

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66	b	4	CA01643AA	ADD: MCC 7500 / MCC 7100 TRUNKING OPERATION	\$ 5,000.00	\$20,000.00	10.00%	\$4,500.00	\$18,000.00	Category III
66	c	4	CA01644AA	ADD: MCC 7500 /MCC 7100 ADV CONVL OPERATION	\$ 3,000.00	\$12,000.00	10.00%	\$2,700.00	\$10,800.00	Category III
66	d	4	CA02092AA	ADD: SOFTWARE AES, DES-OFB, ADP ENCRYPT KEY FILE MGMT	\$ 1,800.00	\$7,200.00	10.00%	\$1,620.00	\$6,480.00	Category III
66	e	4	CA02180AA	ADD: MCC 7100 SECURE OPERATION	\$ 3,250.00	\$13,000.00	10.00%	\$2,925.00	\$11,700.00	Category III
67	-	4	NPI_000587	MCC7100 Laptop + Docking Station (PLACEHOLDER)	\$ -	\$-	10.00%	\$-	\$-	Category III
68	-	4	DSCDN6171B	TRACKERBALL (ONLY PS/2 & USB COMPATIBLE)	\$ 439.00	\$1,756.00	10.00%	\$395.10	\$1,580.40	Category III
69	-	4	DDN1391	MUSIK USB SPEAKERS (SET OF 2) PALO ALTO	\$ 79.00	\$316.00	10.00%	\$71.10	\$284.40	Category III
70	-	4	B1941	USB AUDIO INTERFACE MODULE	\$ 1,900.00	\$7,600.00	10.00%	\$1,710.00	\$6,840.00	Category III
71	-	4	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE	\$ 250.00	\$1,000.00	10.00%	\$225.00	\$900.00	Category III
72	-	8	B1913	MCC SERIES HEADSET JACK	\$ 200.00	\$1,600.00	10.00%	\$180.00	\$1,440.00	Category III
73	-	4	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISP	\$ 290.00	\$1,160.00	10.00%	\$261.00	\$1,044.00	Category III
74	-	4	T7885	MCAFEE WINDOWS AV CLIENT	\$ 165.00	\$660.00	10.00%	\$148.50	\$594.00	Category III
75	-	4	HKVN4225A	MCC 7100 INSTANT RECALL RECORDER LICENSE	\$ 1,200.00	\$4,800.00	10.00%	\$1,080.00	\$4,320.00	Category III
76	-	4	HKVN4159A	10 CHANNEL SW LICENSE	\$ 5,000.00	\$20,000.00	10.00%	\$4,500.00	\$18,000.00	Category III
				Note: Since it is pre 7.16 system release, had to degrade to 10 simultaneous calls.						
				<b>Site Network</b>						
77	-	1	CLN1856	2620-24 ETHERNET SWITCH ?	\$ 2,250.00	\$2,250.00	10.00%	\$2,025.00	\$2,025.00	Category III
78	-	0	SQM01SUM0205	GGM 8000 GATEWAY	\$ 4,200.00	\$-	10.00%	\$3,780.00	\$-	Category III
78	a	0	CA01616AA	ADD: AC POWER	\$ -	\$-	10.00%	\$-	\$-	Category III
				<b>I/O's</b>						
79	-	1	F4543	SITE MANAGER BASIC	\$ 1,855.00	\$1,855.00	10.00%	\$1,669.50	\$1,669.50	Category III
79	a	1	VA00874	ADD: AUX I-O SERV FW CURR ASTRO REL	\$ 175.00	\$175.00	10.00%	\$157.50	\$157.50	Category III

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79	b	1	V266	ADD: 90VAC TO 260VAC PS TO SM	\$ 120.00	\$120.00	10.00%	\$108.00	\$108.00	Category III
79	c	3	V592	AAD TERM BLCK & CONN WI	\$ 90.00	\$270.00	10.00%	\$81.00	\$243.00	Category III
80	-	1	6406066M02	PANEL PUNCH BLOCK	\$ 435.00	\$435.00	10.00%	\$391.50	\$391.50	Category III
81	-	1	3082000X12	CABLE, GROUND	\$ 18.75	\$18.75	10.00%	\$16.88	\$16.88	Category III
				<b>Conventional Site Controller (CSC)</b>						
82	-	0	T7038	GCP 8000 SITE CONTROLLER	\$ 3,000.00	\$-	10.00%	\$2,700.00	\$-	Category III
82	a	0	CA00303AA	ADD: QTY (1) SITE CONTROLLER	\$ 5,000.00	\$-	10.00%	\$4,500.00	\$-	Category III
82	b	0	X153AW	ADD: RACK MOUNT HARDWARE	\$ 50.00	\$-	10.00%	\$45.00	\$-	Category III
82	c	0	CA01136AA	ADD: MCC 7500 CONVEN SITE OPER	\$ 4,000.00	\$-	10.00%	\$3,600.00	\$-	Category III
83	-	1	T7140	G-SERIES SOFTWARE UPGRADE	\$ -	\$-	10.00%	\$-	\$-	Category III
83	a	1	CA01246AA	ADD: MCC 7500 CONV SITE UPGRADE	\$ 1,200.00	\$1,200.00	10.00%	\$1,080.00	\$1,080.00	Category III
				<b>CCGW's</b>						
84	-	1	SQM01SUM0205	GGM 8000 GATEWAY	\$ 4,200.00	\$4,200.00	10.00%	\$3,780.00	\$3,780.00	Category III
84	a	1	CA01616AA	ADD: AC POWER	\$ -	\$-	10.00%	\$-	\$-	Category III
84	b	1	CA02141AA	ADD: LOW DENSITY ENH CONV GATEWAY	\$ 3,000.00	\$3,000.00	10.00%	\$2,700.00	\$2,700.00	Category III
85	-	1	SQM01SUM0205	GGM 8000 GATEWAY	\$ 4,200.00	\$4,200.00	10.00%	\$3,780.00	\$3,780.00	Category III
85	a	1	CA01616AA	ADD: AC POWER	\$ -	\$-	10.00%	\$-	\$-	Category III
85	b	1	CA02141AA	ADD: LOW DENSITY ENH CONV GATEWAY	\$ 3,000.00	\$3,000.00	10.00%	\$2,700.00	\$2,700.00	Category III
				<b>MCC7100 - Proxy Server</b>						
86	-	1	HKVN4161A	PRX 7000 Proxy SW License (1-10 CONNECTIONS)	\$ 2,500.00	\$2,500.00	10.00%	\$2,250.00	\$2,250.00	Category III
87	-	1	BVN6079	PRX 7000 Proxy Application SW DVD	\$ 250.00	\$250.00	10.00%	\$225.00	\$225.00	Category III
88	-	1	TT2833	COMPUTER, Z440 WORKSTATION WINDOWS 7 (NON RETURNABLE)	\$ 2,950.00	\$2,950.00	10.00%	\$2,655.00	\$2,655.00	Category III
89	-	0	DDN9590	SSG140 FIREWALL W/ 2 YEARS SUPPORT	\$ 6,500.00	\$-	10.00%	\$5,850.00	\$-	Category III
90	-	0	DS017BLK	17 INCH NON-TOUCH MONITOR, BLACK	\$ 1,180.00	\$-	10.00%	\$1,062.00	\$-	Category III
91	-	0	DDN9748	19 INCH BLACK SHELF	\$ 249.00	\$-	10.00%	\$224.10	\$-	Category III

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92	-	1	T7448	WINDOWS SUPPLEMENTAL FULL CONFIG	\$ 50.00	\$50.00	10.00%	\$45.00	\$45.00	Category III	
93	-	1	T7885	MCAFFEE WINDOWS AV CLIENT	\$ 165.00	\$165.00	10.00%	\$148.50	\$148.50	Category III	
94	-	1	DSF1DA104Z	BELKIN PRO3 4-PORT KVM SWITCH (ONLY USB CABLE COMPATIBILITY)	\$ 332.00	\$332.00	10.00%	\$298.80	\$298.80	Category III	
95	-	4	DSF1D940106	BELKIN OMNIVIEW ENTERPRISE SERIES - USB KVM CABLE	\$ 59.50	\$238.00	10.00%	\$53.55	\$214.20	Category III	
				<b>Racking and SPD's</b>							
96	-	1	TRN7343	SEVEN AND A HALF FOOT RACK	\$ 495.00	\$495.00	10.00%	\$445.50	\$445.50	Category III	
97	-	1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES	\$ 83.00	\$83.00	10.00%	\$74.70	\$74.70	Category III	
98	-	4	0784469Y02	DATA SPD'S	\$ 99.75	\$399.00	10.00%	\$89.78	\$359.10	Category III	
99	-	1	3182602Y06	BRKT, CBL SUPPORT	\$ 97.50	\$97.50	10.00%	\$87.75	\$87.75	Category III	
100	-	1	DSRMP615A	GROUNDING BUS BAR	\$ 258.00	\$258.00	10.00%	\$232.20	\$232.20	Category III	
101	-	1	DSTSJ48CLT	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS	\$ 118.00	\$118.00	10.00%	\$106.20	\$106.20	Category III	
102	-	1	DSDIN2GU1	SPD, RJ-45 OR HARDWIRE CONNECTED FOR T1/E1, PROTECTS 4 WIRES	\$ 1,581.00	\$1,581.00	10.00%	\$1,422.90	\$1,422.90	Category III	
103	-	1	DS110110711	ADC TELECOM. DSXI 56 POSITION 1-28AB, FRONT BELOW XCON, 6X19, WW PANEL	\$ 2,450.00	\$2,450.00	10.00%	\$2,205.00	\$2,205.00	Category III	
104	-	12	DS37502851	PDU, AC EDGE RACK MOUNT DISTRIBUTION PANEL, 120VAC 60A, 12-15A CIRCUIT	\$ 34.00	\$408.00	10.00%	\$30.60	\$367.20	Category III	
				<b>Logging Recorder</b>							
105	-	1	VERINT	BREAKER KIT AIRPAX 15AMP SNAPAC, FOR AC EDGE OR DC EDGE III QTY 1	\$ 57,641.97	\$57,641.97	10.00%	\$51,877.77	\$51,877.77	Category III	
106	-	1	CLN1856	Verint Logger and Archiving server	\$ 2,250.00	\$2,250.00	10.00%	\$2,025.00	\$2,025.00	Category III	
				<b>Consolottes</b>							
107	-	2	L30URS9PW1 N	2620-24 ETHERNET SWITCH ?	\$ 4,379.00	\$8,758.00	25.00%	\$3,284.25	\$6,568.50		Item #7, Group 3
107	a	2	G806	APX7500 SINGLE BAND 7/800	\$ 515.00	\$1,030.00	25.00%	\$386.25	\$772.50		Item #7, Group 3
107	b	2	GA00244	ADD: ASTRO DIGITAL CAI OPERATION	\$ -	\$-	25.00%	\$-	\$-		Item #7, Group 3
107	c	2	G90	ADD: 7/800MHZ PRIMARY BAND	\$ -	\$-	25.00%	\$-	\$-		Item #7, Group 3
				ADD: NO MICROPHONE NEEDED	\$ -	\$-	25.00%	\$-	\$-		Item #7, Group 3

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107	d	2	L999	ADD: FULL FP W/05/KEYPAD/CLOCK/VU	\$ 789.00	\$1,578.00	25.00%	\$591.75	\$1,183.50		Item #7, Group 3
107	e	2	GA00255AD	ENH: SFS COMPREHENSIVE 5 YR	\$ 476.00	\$952.00	0.00%	\$476.00	\$952.00	n/a	n/a
107	f	2	G298	ENH: ASTRO 25 OTAR W/ MULTIKEY	\$ 740.00	\$1,480.00	25.00%	\$555.00	\$1,110.00		Item #7, Group 3
107	g	2	G843	ADD: AES ENCRYPTION APX	\$ 475.00	\$950.00	25.00%	\$356.25	\$712.50		Item #7, Group 3
107	h	2	CA01598	ADD: AC LINE CORD US	\$ -	\$-	25.00%	\$-	\$-		Item #7, Group 3
107	i	2	G51	ENH: SMARTZONE OPERATION APX	\$ 1,500.00	\$3,000.00	25.00%	\$1,125.00	\$2,250.00		Item #7, Group 3
107	j	2	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY	\$ 5.00	\$10.00	25.00%	\$3.75	\$7.50		Item #7, Group 3
107	k	2	G361	ADD: P25 TRUNKING SOFTWARE	\$ 300.00	\$600.00	25.00%	\$225.00	\$450.00		Item #7, Group 3
107	l	2	GA00580	ADD: TDMA OPERATION	\$ 450.00	\$900.00	25.00%	\$337.50	\$675.00		Item #7, Group 3
				<b>Aeroflex Service Monitor</b>							
108	-	1	TT2455	AEROFLEX 3920B P25 EXPERT TEST PACKAGE	\$ 40,229.00	\$40,229.00	5.00%	\$38,217.55	\$38,217.55		Item # 29, Group 7
109	-	1	DS390XOPT220	P25 PHASE 2 TWO-SLOT TDMA PHYSICAL LAYER/390XOPT220	\$ 7,059.00	\$7,059.00	5.00%	\$6,706.05	\$6,706.05		Item # 29, Group 7
110	-	1	DQ390XOPT604	APX-7000 AUTOTEST & ALIGNMENT/ 390XOPT604	\$ 2,353.00	\$2,353.00	5.00%	\$2,235.35	\$2,235.35		Item # 29, Group 7
						<b>Total</b>			<b>Total</b>		
						<b>\$776,015</b>			<b>\$690,293</b>		

											<b>AZ State Contract: ADSP013-036880</b>
											<b>AZ State Console Contract: ADSP013-036613</b>

### 9.4.2 Subscriber Equipment List

LIM	O	APC	QTY	NOMENCLATURE	DESCRIPTION	UNIT LIST (DUP)	EXT LIST (DUP)	CUSTOMER DISCOUNT (%)	UNIT CUSTOMER DISCOUNT (USD)	EXT CUSTOMER DISCOUNT (USD)	ADSP013-036613 RADIO DISPATCH	ADSP013-036880 TWO-WAY RADIO
					<b>Portable Radios</b>							
111	-	481	612	H98UCF9PW6 N	APX6000 700/800 MODEL 2.5 PORTABLE	\$ 2,588.00	\$1,583,856.00	28.00%	\$1,863.36	\$1,140,376.32		Item #12, Group 4
111	a	481	612	Q806	ADD: ASTRO DIGITAL CAI OPERATION	\$ 515.00	\$315,180.00	28.00%	\$370.80	\$226,929.60		Item #13, Group 4
111	b	481	612	H38	ADD: SMARTZONE OPERATION	\$ 1,200.00	\$734,400.00	28.00%	\$864.00	\$528,768.00		Item #13, Group 4
111	c	481	612	Q361	ADD: P25 9600 BAUD TRUNKING	\$ 300.00	\$183,600.00	28.00%	\$216.00	\$132,192.00		Item #13, Group 4
111	d	481	612	QA00580	ADD: TDMA OPERATION	\$ 450.00	\$275,400.00	28.00%	\$324.00	\$198,288.00		Item #13, Group 4
111	e	185	612	HA00022AB	ENH: SFS COMPREHENSIVE	\$ 228.00	\$139,536.00	0.00%	\$228.00	\$139,536.00	n/a	n/a
111	f	655	612	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY	\$ 5.00	\$3,060.00	28.00%	\$3.60	\$2,203.20		Item #13, Group 4
111	g	481	612	QA01833	ADD: EXTREME 1-SIDED NOISE REDUCTION	\$ 25.00	\$15,300.00	28.00%	\$18.00	\$11,016.00		Item #13, Group 4
111	h	481	612	Q498	ENH: ASTRO 25 OTAR W/ MULTIKEY	\$ 740.00	\$452,880.00	28.00%	\$532.80	\$326,073.60		Item #13, Group 4
111	i	481	612	Q629	ENH: AES ENCRYPTION	\$ 475.00	\$290,700.00	28.00%	\$342.00	\$209,304.00		Item #13, Group 4
111	j	481	612	QA01837	ALT: LIION IMPRES IP67 2900MAH (NNTN7038)	\$ 100.00	\$61,200.00	28.00%	\$72.00	\$44,064.00		Item #13, Group 4
111	l	481	612	H122	ALT: 1/4- WAVE 7/800 GPS STUBBY (NAR6595A)	\$ 24.00	\$14,688.00	28.00%	\$17.28	\$10,575.36		Item #13, Group 4
111	k	481	612	H301	DEL: DELETE BELT CLIP/BASIC CARRY HOLDER	\$ (10.00)	\$(6,120.00)	28.00%	\$(7.20)	\$(4,406.40)		Item #13, Group 4
					<b>Portable Accessories</b>							
112	-	372	612	PMMN4099A	AUDIO ACCESSORY- REMOTE SPEAKER MICROPHONE,IMPRES WINDPORTING RSM, IP55	\$ 120.00	\$73,440.00	25.00%	\$90.00	\$55,080.00		Item #13, Group 4
113	-	453	612	NNTN7038B	BATT IMP STD IP67 LIION 2900M 3100T BLK	\$ 142.00	\$86,904.00	25.00%	\$106.50	\$65,178.00		Item #13, Group 4



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114	-	795	612	NNTN7687A	APX CHARGER INSERT ADAPTER FOR XTS SINGLE-UNIT CHARGER	\$ 45.00	\$27,540.00	25.00%	\$33.75	\$20,655.00		Item #13, Group 4
					<b>Mobile Dash-Mount Radios</b>							
115	-	527	261	M25URS9PW1 N	APX6500 7/800 MHZ MID POWER MOBILE	\$ 2,194.00	\$572,634.00	27.00%	\$1,601.62	\$418,022.82		Item #1, Group 1
115	a	656	261	G806	ADD: ASTRO DIGITAL CAI OPERATION	\$ 515.00	\$134,415.00	27.00%	\$375.95	\$98,122.95		Item #2, Group 1
115	b	656	261	G442	ADD: O5 CONTROL HEAD	\$ 432.00	\$112,752.00	27.00%	\$315.36	\$82,308.96		Item #2, Group 1
115	c	656	261	G66	ADD: DASH MOUNT	\$ 125.00	\$32,625.00	27.00%	\$91.25	\$23,816.25		Item #2, Group 1
115	d	656	261	W22	ADD: PALM MICROPHONE	\$ 72.00	\$18,792.00	27.00%	\$52.56	\$13,718.16		Item #2, Group 1
115	e	185	261	GA00249AC	ENH: SFS COMPREHENSIVE	\$ 265.00	\$69,165.00	0.00%	\$265.00	\$69,165.00	n/a	n/a
115	f	656	261	G298	ENH: ASTRO 25 OTAR W/ MULTIKEY	\$ 740.00	\$193,140.00	27.00%	\$540.20	\$140,992.20		Item #2, Group 1
115	g	656	261	G843	ADD: AES ENCRYPTION APX	\$ 475.00	\$123,975.00	27.00%	\$346.75	\$90,501.75		Item #2, Group 1
115	h	656	261	G444	ADD: APX CONTROL HEAD SOFTWARE	\$ -	\$-	27.00%	\$-	\$-		Item #2, Group 1
115	i	656	261	G89	ADD: NO RF ANTENNA NEEDED	\$ -	\$-	27.00%	\$-	\$-		Item #2, Group 1
115	j	656	261	B18	ADD: AUXILARY SPKR 7.5 WATT	\$ 60.00	\$15,660.00	27.00%	\$43.80	\$11,431.80		Item #2, Group 1
115	k	655	261	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY	\$ 5.00	\$1,305.00	27.00%	\$3.65	\$952.65		Item #2, Group 1
115	l	656	261	G361	ADD: P25 TRUNKING SOFTWARE	\$ 300.00	\$78,300.00	27.00%	\$219.00	\$57,159.00		Item #2, Group 1
115	m	527	261	G51	ENH: SMARTZONE OPERATION APX6500	\$ 1,200.00	\$313,200.00	27.00%	\$876.00	\$228,636.00		Item #2, Group 1
115	n	656	261	GA00580	ADD: TDMA OPERATION	\$ 450.00	\$117,450.00	27.00%	\$328.50	\$85,738.50		Item #2, Group 1
115	o	656	261	GA00268	ADD: RFID LABEL	\$ 25.00	\$6,525.00	27.00%	\$18.25	\$4,763.25		Item #2, Group 1
					<b>Motorcycle Radios</b>							
116	-	656	25	M30URS9PW1 N	7/800 SINGLE BAND APX7500	\$ 2,586.00	\$64,650.00	27.00%	\$1,887.78	\$47,194.50		Item #18, Group 5
116	a	656	25	G806	ADD: ASTRO DIGITAL CAI OPERATION	\$ 515.00	\$12,875.00	27.00%	\$375.95	\$9,398.75		Item #19, Group 5
116	c	656	25	W22	ADD: MOTORCYCLE PALM MIC	\$ 72.00	\$1,800.00	27.00%	\$52.56	\$1,314.00		Item #19, Group 5

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116	d	656	25	G89	ADD: NO RF ANTENNA NEEDED	\$ -	\$-	27.00%	\$-	\$-		Item #19, Group 5
116	e	185	25	GA00255AB	ENH: SFS COMPREHENSIVE	\$ 317.00	\$7,925.00	0.00%	\$317.00	\$7,925.00	n/a	n/a
116	f	656	25	G298	ENH: ASTRO 25 OTAR W/ MULTIKEY	\$ 740.00	\$18,500.00	27.00%	\$540.20	\$13,505.00		Item #19, Group 5
116	g	656	25	G843	ADD: AES ENCRYPTION APX	\$ 475.00	\$11,875.00	27.00%	\$346.75	\$8,668.75		Item #19, Group 5
116	h	656	25	G67	ADD: REMOTE MOUNT MID POWER	\$ 297.00	\$7,425.00	27.00%	\$216.81	\$5,420.25		Item #19, Group 5
116	i	656	25	G51	ENH: SMARTZONE OPERATION APX	\$ 1,500.00	\$37,500.00	27.00%	\$1,095.00	\$27,375.00		Item #19, Group 5
116	k	656	25	G361	ADD: P25 TRUNKING SOFTWARE	\$ 300.00	\$7,500.00	27.00%	\$219.00	\$5,475.00		Item #19, Group 5
116	l	656	25	GA00580	ADD: TDMA OPERATION	\$ 450.00	\$11,250.00	27.00%	\$328.50	\$8,212.50		Item #19, Group 5
116	m	656	25	B18	ADD: AUXILARY SPKR 7.5 WATT	\$ 60.00	\$1,500.00	27.00%	\$43.80	\$1,095.00		Item #19, Group 5
116	n	655	25	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY	\$ 5.00	\$125.00	27.00%	\$3.65	\$91.25		Item #19, Group 5
116	o	656	25	G442	ADD: O5 CONTROL HEAD	\$ 432.00	\$10,800.00	27.00%	\$315.36	\$7,884.00		Item #19, Group 5
116	p	656	25	G138	ADD: APX MOTORCYCLE CH SFWR	\$ -	\$-	27.00%	\$-	\$-		Item #19, Group 5
116	q	656	25	G444	ADD: APX CONTROL HEAD SOFTWARE	\$ -	\$-	27.00%	\$-	\$-		Item #19, Group 5
116	r	656	25	W620	ADD: NO MTRCYCLE ENCL NEEDED APEX	\$ -	\$-	27.00%	\$-	\$-		Item #19, Group 5
							<b>Total</b>			<b>Total</b>		
							<b>\$6,235,227</b>			<b>\$4,574,721</b>		

### 9.4.3 Spare Console Options Equipment List

LIM	O	QTY	NOMENCLATURE	DESCRIPTION	UNIT LIST (DUP)	EXT LIST (DUP)	CUSTOMER DISCOUNT (%)	UNIT CUSTOMER DISCOUNT (USD)	EXT CUSTOMER DISCOUNT (USD)	ADSP013-036613 RADIO DISPATCH	ADSP013-036880 TWO-WAY RADIO
				<b>MCC7500 Spares</b>							
117	-	1	B1912	MCC SERIES DESKTOP SPEAKER	\$ 450.00	\$450.00	10.00%	\$405.00	\$405.00	Category III	
118	-	1	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE	\$ 250.00	\$250.00	10.00%	\$225.00	\$225.00	Category III	
119	-	1	B1913	MCC SERIES HEADSET JACK	\$ 200.00	\$200.00	10.00%	\$180.00	\$180.00	Category III	
120	-	1	TYN4001	FRU: GGM 8000 BASE MODULE	\$ 4,200.00	\$4,200.00	10.00%	\$3,780.00	\$3,780.00	Category III	
121	-	1	TYN4012	FRU: GGM 8000 LD ENH CONV GATEWAY MODULE	\$ 3,000.00	\$3,000.00	10.00%	\$2,700.00	\$2,700.00	Category III	
122	-	1	CLN1856	2620-24 ETHERNET SWITCH ?	\$ 2,250.00	\$2,250.00	10.00%	\$2,025.00	\$2,025.00	Category III	
123	-	1	TT2833	COMPUTER, Z440 WORKSTATION WINDOWS 7 (NON RETURNABLE)	\$ 2,950.00	\$2,950.00	10.00%	\$2,655.00	\$2,655.00	Category III	
124	-	1	B1934	MCC 7500 VOICE PROCESSOR MODULE FRU	\$ 11,830.00	\$11,830.00	10.00%	\$10,647.00	\$10,647.00	Category III	
124	a	1	CA00147AF	ADD: MCC 7500 SECURE OPERATION	\$ 3,250.00	\$3,250.00	10.00%	\$2,925.00	\$2,925.00	Category III	
124	b	1	CA00182AB	ADD: AES ALGORITHM	\$ 750.00	\$750.00	10.00%	\$675.00	\$675.00	Category III	
125	-	1	01009513003	POWER SUPPLY ADAPTOR,PWR SPLY 108W AC INP 12VDC OUT	\$ 150.00	\$150.00	10.00%	\$135.00	\$135.00	Category III	
126	-	1	DS22WBLK	22 INCH WIDE NON-TOUCH MONITOR, BLACK	\$ 3,299.00	\$3,299.00	10.00%	\$2,969.10	\$2,969.10	Category III	
127	-	1	DDN9590	SSG140 FIREWALL W/ 2 YEARS SUPPORT	\$ 6,500.00	\$6,500.00	10.00%	\$5,850.00	\$5,850.00	Category III	
128	-	1	30009351001	DC CABLE ASSY	\$ 32.00	\$32.00	10.00%	\$28.80	\$28.80	Category III	
				<b>MCC7100 Spares</b>							
129	-	1	DDN1391	MUSIK USB SPEAKERS (SET OF 2) PALO ALTO	\$ 79.00	\$79.00	10.00%	\$71.10	\$71.10	Category III	
130	-	1	B1941	USB AUDIO INTERFACE MODULE	\$ 1,900.00	\$1,900.00	10.00%	\$1,710.00	\$1,710.00	Category III	

EXHIBIT A

131	-	1	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE	\$ 250.00	\$250.00	10.00%	\$225.00	\$225.00	Category III	
132	-	1	B1913	MCC SERIES HEADSET JACK	\$ 200.00	\$200.00	10.00%	\$180.00	\$180.00	Category III	
133	-	1	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISP	\$ 290.00	\$290.00	10.00%	\$261.00	\$261.00	Category III	
						<b>Total</b>			<b>Total</b>		
						<b>\$41,830</b>			<b>\$37,647</b>		

## 9.4.4 ILPS Equipment List

LIM	O	QTY	NOMENCLATURE	DESCRIPTION	UNIT LIST (DUP)	EXT LIST (DUP)
117	-	1	SQM01SUM0287A	RIC/RTVI/CSDP HW & SW VM	\$ 20,013.00	\$20,013.00
118	-	1	T8264	RIC/IPLS APPLICATION SOFTWARE (2 RIC Clients, Server SW, RTVI Server SW, CSDP+UNS location+1 CAD+2 Video Connectors+ 50 RTVI client licenses)	\$ 179,000.00	\$179,000.00
119		1	CA02545AA	ADD: RIC EVENT/INCIDENT/AVL SOURCE INTERFACE	\$ 25,000.00	\$25,000.00
120	-	1	T7751	RTVI Camera Sources & Viewing Clients	\$ -	\$-
120	a	1	CA02592AA	ADD:RIC MESSAGING & QUERY (RMS I/F)	\$ 50,000.00	\$50,000.00
120	b	2	CA02595AA	ADD:RIC MESSAGING & QUERY UI	\$ 2,000.00	\$4,000.00
121	-	2	DQHPZ640CCAWS	RIC Z640 WORKSTATION	\$ 5,500.00	\$11,000.00
121	-	6	DSHPZ271MON	HP Z27I IPS MONITOR	\$ 993.00	\$5,958.00
121	-	1	T8101	TYPE A EXPANSION CONNECTOR (ALPR)	\$ 25,000.00	\$25,000.00
122	-	12000	MSD-IDPMAINT	Intelligent Data Portal Starter Kit Individual User - Annual Subscription	\$ 3.00	\$36,000.00
123	-	1	SQM01SUM0284	WAVE SERVER	\$ 15,000.00	\$15,000.00
124	-	1	TT2789	NEW WAVE SYSTEM	\$ -	\$-
125	-	1	TT2775	SOFTWARE,WAVE SERVER LICENSING	\$ 9,995.00	\$9,995.00
126	-	3	TT2777	WAVE COMMUNICATION CHANNEL-WITH RADIO SYSTEM INTEGRATION	\$ 2,995.00	\$8,985.00
127	-	25	TT2782	WAVE MOBILE COMMUNICATOR ANDROID & IOS	\$ 295.00	\$7,375.00
128	-	1	TT2820	SOFTWARE,WAVE RADIO GATEWAY SOFTWARE	\$ -	\$-
129	-	1	CVN7053	ASTRO 25 TO WAVE INTERFACE LICENSE	\$ 25,000.00	\$25,000.00
130	-	4744	DSWAVEARUS2	ANNUAL RELEASE AND UPDATE SUBSCRIPTION FOR 1 YEAR	\$ 3.00	\$14,232.00
131	-	3	SDE-250K-SS	DIGITAL STAKEOUT- SOCIAL MEDIA (Manual Entry)	\$ 11,660.00	\$34,980.00
132	-	3	PE ANALYTICS	PUBLIC ENGINES ANALYTICS ( 3 Yrs. )	\$ 15,899.00	\$47,697.00
133	-	3	PE PREDICTIVE	PUBLIC ENGINES PREDICTIVE (3 Yrs.)	\$ 43,799.00	\$131,397.00
134	-	1	PUBLIC ENG.TRAINING	PUBLIC ENGINES ANALYTICS / PREDICTIVE TRAINING	\$ 798.00	\$798.00
135	-	1	PUBLIC ENG.	PUBLIC ENGINES 25% 1 TIME DISCOUNT (for the 3 yr. purchase)	\$ (44,773.50)	\$(44,773.50)
136	-	3	DRAKONTAS3YR.	DRAKONTAS COLLABORATING TOOL - 1 YR. SUBSC. & ONE TIME FEE SET UP	\$ 6,000.00	\$18,000.00
137	-	1	DRAKONTAS_SETUP.	DRAKONTAS COLLABORATING TOOL - ONE TIME SET-UP FEE	\$ 5,000.00	\$5,000.00
				<b>MCC7100s H/w &amp; S/W</b>		
138	-	1	B1939	MCC 7100 IP Dispatch Position Main Model	\$ -	\$-
138	a	2	CA01642AB	ADD: MCC 7100 BASIC CONSOLE FUNCTIONALITY SOFTWARE LICENSE	\$ 4,000.00	\$8,000.00

EXHIBIT A

138	b	2	CA01643AA	ADD: MCC 7500 / MCC 7100 TRUNKING OPERATION	\$ 5,000.00	\$10,000.00
138	c	2	CA01644AA	ADD: MCC 7500 /MCC 7100 ADV CONVL OPERATION	\$ 3,000.00	\$6,000.00
138	d	2	CA02180AA	ADD: MCC 7100 SECURE OPERATION	\$ 3,250.00	\$6,500.00
138	e	2	CA02092AA	ADD: SOFTWARE AES, DES-OFB, ADP ENCRYPT KEY FILE MGMT	\$ 1,800.00	\$3,600.00
139	-	2	HKVN4159A	10 CHANNEL SW LICENSE	\$ 5,000.00	\$10,000.00
140	-	2	B1941	USB AUDIO INTERFACE MODULE	\$ 1,900.00	\$3,800.00
141	-	2	B1913	MCC SERIES HEADSET JACK	\$ 200.00	\$400.00
142	-	2	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE	\$ 250.00	\$500.00
143	-	2	RMN5078B	SUPRAPLUS NC SINGLE MUFF HEADSET	\$ 149.00	\$298.00
144	-	2	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISP	\$ 290.00	\$580.00
145	-	2	DDN1391	MUSIK USB SPEAKERS (SET OF 2)	\$ 79.00	\$158.00
146	-	2	DDN1400	SHURE DESKTOP GOOSENECK MICROPHONE 12" NECK	\$ 405.00	\$810.00
147	-	2	DDN1429	ANGLED DESKTOP GOOSENECK BASE SHURE	\$ 111.00	\$222.00
148	-	2	DDN1428	XLR TO USB ADAPTER SHURE	\$ 192.00	\$384.00
149	-	1	T7885	MCAFFEE WINDOWS AV CLIENT	\$ 165.00	\$165.00
150	-	1	T7448	WINDOWS SUPPLEMENTAL FULL CONFIG	\$ 50.00	\$50.00
151	-	1	DDN9590	SSG140 FIREWALL W/ 2 YEARS SUPPORT	\$ 6,500.00	\$6,500.00
					\$ -	\$-
						<b>Total</b>
						<b>\$687,624</b>

Exhibit B  
[Financing Proposal for City of Glendale, AZ]



Date: November 5, 2015

Financing proposal for: City of Glendale, AZ

Communications System Financing Proposal

Motorola Solutions Credit Company LLC is pleased to submit the following proposal for the financing of your Motorola Communications MCC7500 console/APX subscriber solution in accordance with the terms and cor

<b>Transaction Type:</b>	Municipal Lease-Purchase Agreement	
<b>Lessor:</b>	Motorola Solutions, Inc. (or its Assignee)	
<b>Lessee:</b>	<b>City of Glendale, AZ</b>	
	Option 1	Option 2
<b>Amount:</b>	\$7,053,749.00	\$8,085,623.00
<b>Down Payment:</b>	\$0.00	\$0.00
<b>Balance to Finance:</b>	\$7,053,749.00	\$8,085,623.00

**Equipment:** As per the Motorola equipment proposal.

**Title:** Title to the equipment will vest with the Lessee.

**Insurance:** Lessee will be responsible to insure the equipment as outlined in the lease contract.

**Taxes:** Personal property, sales, leasing, use, stamp, or other taxes are for the account of the Lessee.

	<u>Option One</u>	<u>Option Two</u>
<b>Lease Term:</b>	Three Years	Three Years
<b>Payment Frequency:</b>	Annual	Annual
<b>Payment Structure:</b>	Arrears	Arrears
<b>Lease Rate:</b>	<b>0.00%</b>	<b>0.00%</b>
<b>Lease Factor:</b>	0.333333	0.333333
<b>Lease Payment:</b>	\$2,351,249.67	\$2,695,207.67
<b>Payment Commencement:</b>	First payment due one year after contract execution.	

**Expiration:** This interest rate methodology is valid for all leases commenced by 12/15/2015

**Indexing arrangement –Non-bank qualified structure 3 year terms**

The Lease Payments shall be calculated using a rate of interest ("Lease Rate") that is initial indexed to the three (3) year average life Interest Rate Swap (the "Index Rate") as reported on t Federal Reserve Statistical Release H.15 Report. The average life Interest Rate Swap correspond to the respective lease term. The H.15 Report can be accessed at the Federal Reserve Bank we site: www.federalreserve.gov/releases/h15/. On the Commitment Date, the final Lease Rate will t calculated by taking the Index Rate for that date from the H.15 Report, subtracting a spread i .948% and multiplying the sum of those two numbers by .64 to calculate the Lease Rate for the year term. The rates are then fixed for the full term of the Lease.

The following H.15 average life Index Rates were in place at the approximate time this quote w issued:

3 year : .95%

**Qualifications:** Receipt of a properly executed documentation package.

Lessee qualifies as a political subdivision or agency of the State as defined in the Internal Revenue Code of 1986. The interest portion of the Lease Payments shall be excludable from the Lessor's gross income pursuant to Section 103 of the Internal Revenue Code.

Receipt of a copy of the last years audited financial statements and current year's budget from the Lessee.

This proposal should not be construed as a commitment to finance. It is subject to final Motorola credit committee approval. This quote is based on the general level of interest rates, primarily U.S. Treasury Bills of like term maturity. Any movement in those rates in excess of 10 basis points will result in the revision of this quote.

**Documentation:** Municipal Equipment Lease Purchase Agreement  
 Opinion of Counsel  
 Schedule A / Equipment List  
 Schedule B / Amortization Schedule  
 8038G  
 UCC-1  
 Certificate of Incumbency  
 Statement of Essential Use/Source of Funds  
 Evidence of Insurance or Statement of Self Insurance  
 Resolution from governing body authorizing the execution of the Lease

Please feel free to contact me if there are any questions or if an alternate structuring is required.

Regards,  
Bill Stancik  
Motorola Customer Financing  
847-538-4531



Exhibit C  
[Technical and Implementation Documentation]

## SECTION 1

# SYSTEM DESCRIPTION

## 1.1 PROJECT OVERVIEW

Motorola's proposed dispatch solution for City of Glendale, ("City of Glendale") is our MCC 7500 Dispatch Console connected to the master site of the Regional Wireless Cooperative (RWC).

The MCC 7500 Dispatch Console will provide City of Glendale with scalable, flexible system architecture, sophisticated network management and security, and an easy migration to future capabilities.

A description of the console features and benefits, system architecture, and hardware components follow.

Motorola has taken great care to propose an offering that will provide the City of Glendale with a radio solution that meets their needs.

Proposed system design consists of the following subsystems:

### 1.1.1 Master site

Motorola has included Master site licenses for up to Fifteen (15) new MCC dispatch positions.

### 1.1.2 MCC 7500 Primary Dispatch Center

Motorola will install Six (6) MCC 7500 operator positions at this location. Additionally, Motorola will replace 6 existing consolettes with new APX consolettes and connect them to the existing combiner/antenna system. Also, included in the proposal is the scope to refresh an existing conventional site controller for fall back operations. The conventional site controller allows dispatchers to continue to access and control local conventional channels if connectivity to the radio system's controller is lost. This mode of operation is often called "fallback operation" or "site conventional operation".

The proposed solution does not include an archiving interface servers (AIS) at this location. However, if this location had an AIS, in fallback operation mode AIS will also continue to record calls on local conventional channels.

The proposed design provides interface for up to twenty-four (24) analog conventional channels. This will not only provide adequate ports for existing conventional resources but also provide scope for future expansion. Motorola's proposed consoles can be used to control ASTRO 25 conventional channels, MDC 1200 channels and/or consolettes connected via ACIM Link.

Major components in MCC 7500 dispatch sub system are:

- Two (2) Ethernet LAN Switches
- Two (2) GGM 8000 Routers.
- One (1) SDM 3000 AUX IO Server -- Existing
- One (1) Conventional Site Controller -- Existing
- Six (6) Low Density Enhanced Conventional Channel Gateway units.



- Six (6) APX 7500 Single band 7/800MHz consolettes with full front panel
- One (1) MCC7100 Proxy server
- One (1) SS140 Firewall
- Six (6) MCC 7500 Dispatch positions each with:
  - One (1) Voice processing module.
  - One (1) Z440 Console workstation
  - One (1) 22” Non Touch Screen Monitor
  - Two (2) Speakers.
  - Two (2) Headset Jacks.
  - One (1) Gooseneck Microphone
  - One (1) Footswitch
  - MCC7500 Application with AES Encryption capability.
  - Dual Instant Recall Recorder application

### 1.1.3 EOC

- One (1) MCC 7100 Dispatch positions located outside Radio Network Infrastructure (RNI) with:
  - One (1) Audio Interface Module.
  - One (1) Laptop Computer w/docking station.
  - Two (2) MUSIK USB Speakers.
  - Two (2) Headset Jacks.
  - One (1) Gooseneck Microphone
  - One (1) Footswitch
  - MCC7100 Application with AES Encryption capability. (Capacity: Allows maximum of 10 simultaneous voice streams with 30 on screen resources.)
  - Instant Recall Recorder application

### 1.1.4 MCC 7100 Backup Dispatch Center

Motorola will install Four (4) MCC 7100 operator positions at this location. Additionally, Motorola will provide a new IP Logging subsystem and replace two existing consolettes with new APX consolettes. The existing combiner/antenna system will be utilized. The existing conventional site controller will be refreshed to support fall back operations.

Proposed solution includes an archiving interface server (AIS) at this location.

Proposed design provides interface for up to eight (8) analog conventional channels at this location. Motorola’s proposed consoles can be used to control ASTRO 25 conventional channels, MDC 1200 channels and/or consolettes connected via ACIM Link.

Major components in MCC 7100 dispatch sub system are:

- One (1) Ethernet LAN Switch
- One (1) SDM 3000 AUX IO Server.
- One (1) Conventional Site Controller -- Existing
- Two (2) Low Density Enhanced Conventional Channel Gateway units.
- Two (2) APX 7500 Single band 7/800MHz consolettes with full front panel
- One (1) Archiving interface server (AIS)
- One (1) SS140 Firewall
- One (1) Verint IP Logger
- One (1) Verint Central Archiving server.



- One (1) MCC7100 Proxy server
- Four (4) MCC 7100 Dispatch positions located outside Radio Network Infrastructure (RNI) each with:
  - One (1) Audio Interface Module.
  - One (1) Laptop Computer with docking station
  - Two (2) MUSIK USB Speakers.
  - Two (2) Headset Jacks.
  - One (1) Gooseneck Microphone
  - One (1) Footswitch
  - MCC7100 Application with AES Encryption capability. (Capacity: Allows maximum of 10 simultaneous voice streams with 30 on screen resources.)
  - Instant Recall Recorder application
  - Existing monitors at the primary dispatch location will be relocated to this location for connection to the docking stations.

### 1.1.5 Subscribers and Miscellaneous items

Following subscribers are included in the proposed offering:

- Six hundred and twelve (612) APX 6000 7/800MHz portables.
- Two hundred and Sixty one (261) APX 6500 7/800MHz Mid powered Mobiles.
- Twenty five (25) APX 7500 7/800MHz Mid powered single band Mobiles for Motorcycle installations.

Additionally, Motorola has included an Aeroflex Service monitor in the proposed quote.

## 1.2 PROJECT DEMARCATION

Motorola's demarcation points are as below:

- Site links: Motorola's demarcation point is the proposed RJ45 Surge protection units in the back room. Motorola will test the sites links provided by customer. However, customer is responsible for the performance of backhaul connection.
- AUX IOs: Motorola will install three Punch blocks in the provided rack, for terminating all analog and digital IOs. City of Glendale is responsible for wiring all inputs (doors, gates etc.,) and/or outputs (lights, indicators)
- Consolettes: Motorola will replace eight existing consolettes with new APX consolettes. Customer is responsible for identifying RF demarcation for the existing antenna system. Motorola will make the connection.
- CEN: Motorola will provide Control room CEN demarcation on the proposed Firewall. Customer is responsible for connecting the firewall to their CEN LAN switch.

## 1.3 DESIGN ASSUMPTIONS

Motorola has made several assumptions in preparing this proposal, which are noted below. In case these assumptions are determined to be not valid, Motorola reserves the right to revise the scope of this project and adjust the cost as applicable.

- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56.

- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage and site grounding to support the requirements of the system described.
- Eight (8) existing console/control stations will be replaced with new APX Consolettes; existing antenna system (including combiner scheme if any) will be reused. Motorola did not include cost for new antenna systems.
- Any required system interconnections not specifically outlined here will be provided by the Customer. These may include dedicated phone circuits, microwave links or other types of connectivity.
- Motorola did not include Microwave or Fiber site links in the proposed scope.
- No coverage guarantee is included in this proposal.
- No box level or performance spec testing will be conducted.
- All equipment power is to be 120V AC
- The customer will provide NEC and R56 compliant TVSS power panel protection and grounding connection points for all rack-mounted equipment
- Motorola is not providing any console workspace furniture or enclosures. The customer will be responsible for providing furniture and any custom equipment to accommodate the console operator terminal(s) and to suit individual dispatcher preferences.
- This proposal/design does not make any claims with regards to equivalent functionality between the existing console dispatch equipment/design and the MCC 7500 dispatch equipment.
- The provided Conventional Channel Gateways (CCGWs) support conventional stations that utilize four-wire analog E&M (Type II) or Tone-Remote Controlled (TRC) interfaces, and ACIM interface V.24.
- The CCGW does not support DC-controlled and SB9600 resources.
- AUX I/O functionality has been provided for the dispatch center via a MCC 7500 AUX I/O server depending on the requirement. This proposed equipment is capable of supporting 16 output relays and 48 active high inputs.
- Motorola has not made any provisions in its design for connection of third-party systems to its dispatch hardware, this includes but is not limited to:
  - Computer Aided Dispatch (CAD)
  - Telephone Interconnect
- Motorola assumes that City of Glendale has a Network Addressed Storage (NAS) for the proposed Logging solution. NAS is not included in this offering.
- Since City of Glendale has analog logging recorder in place, Motorola did not included provision for recording telephone or any other form of analog audio in the proposed logging solution.
- Motorola assumes that the master site will have enough capacity and T1 ports to support the add-on console sites.

## 1.4 MCC 7500 DISPATCH CONSOLE

### 1.4.1 MCC 7500 Overview

The Motorola MCC 7500 Dispatch Console is Motorola's mission critical IP high-tier radio dispatch console system. The MCC 7500 dispatch Console features an intuitive, easy-to-use Graphical User Interface (GUI) that runs under a Microsoft Windows® operating system, utilizing the industry standard PC platform. MCC 7500's highly recognizable icons are designed to reduce user training time, and allow dispatchers to manage information more productively.

## 1.4.2 MCC 7500 System Benefits and Features

The MCC 7500 is designed to help reduce the total cost of owning an IP-based, feature-rich dispatch system without compromising quality and reliability. Specific benefits of the MCC 7500 include the following:

- The intuitive, easy to use Graphical User Interface (GUI) *enhances dispatchers' efficiency and accuracy.*
- *Software-based upgrades* facilitate system and feature expansion.
- Installation is simplified and site costs are reduced because *console positions function without backroom electronics.*
- Console *configuration is performed at centralized Network Management clients*, and *changes are automatically distributed.*
- Offers *robust service logs that contain real-time information* to facilitate maintenance activities.
- *Conventional audio can be transported over the IP network*, which eliminates the need for channel banks or a separate circuit-switched network.

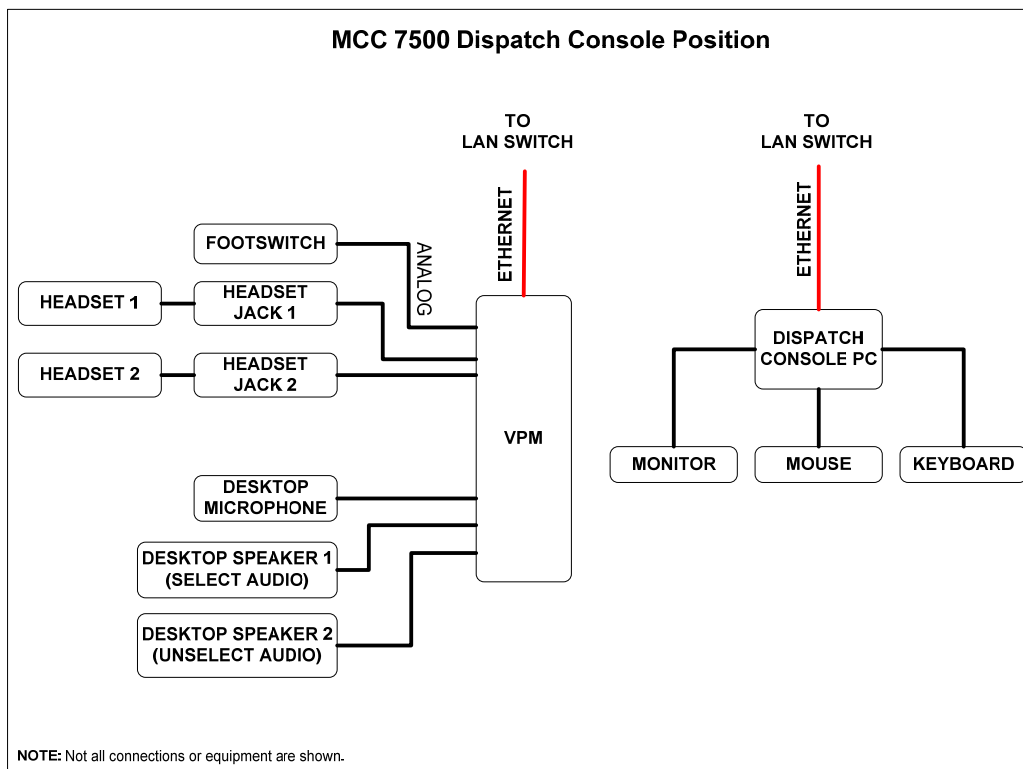
## 1.4.3 Architecture

Motorola's MCC 7500 Console Subsystem consists of the following components:

- MCC 7500 Dispatch Console Positions
- Logging Recorder Subsystem
- Conventional Channel Gateways
- Conventional Site Controller

In addition, there are two software programs that comprise the MCC 7500 dispatch position– the Elite Dispatch graphical user interface (the dispatching software used to operate the dispatch position) and the Elite Admin application (the administrative software used to define the layout of the Elite dispatch screens).

Various combinations of these components are connected together and to the rest of the ASTRO 25 system via console site routers and switches on an IP network (Figure 1-1).



**Figure 1-1: Motorola MCC 7500 Dispatch Console Hardware Architecture**

The following section of the system description contains descriptions of the above components.

## 1.4.4 MCC 7500 Dispatch Console Position

Figure 1-2 shows a typical operator position.



**Figure 1-2: MCC 7500 Typical Operator Position**

### 1.4.4.1 Personal Computer (PC)

The VPM-based dispatch console uses an off-the-shelf personal computer running the Microsoft Windows operating system. The PCs used in ASTRO 25 systems have a minitower form factor and come with a keyboard and mouse. A variety of monitors are supported, including both touch and non-touch operation.

The proposed system includes a certified workstation with a 22" Non Touch Screen Monitor per position.

The model computer being proposed will be capable of operating the ASTRO 7.14 software platform.

#### 1.4.4.2 Voice Processing Module (VPM)

The VPM connects to the console site LAN switch and communicates with the dispatch console PC via Ethernet. The VPM performs the digital-to-analog and analog-to-digital conversions for all analog audio flowing into or out of the dispatch console. The VPM provides all the audio processing services for the VPM-based dispatch console. The VPM is capable of providing encryption/decryption services. The voice card within the VPM provides the vocoding and audio processing services for the dispatch console. It is capable of supporting IMBE vocoder algorithms for ASTRO 25 operation, as well as supporting audio level adjustments, summing, and filtering, and can support multiple simultaneous streams of audio.

The VPM is designed so it can be mounted in furniture, placed on top of a writing surface, or mounted in an EIA 19 inch rack. It is also capable of supporting monitors weighing up to 80 pounds (36 kg) standing on top of it. The VPM uses an external power supply (similar to the power supplies used with laptop computers) which must be connected to an AC power source.

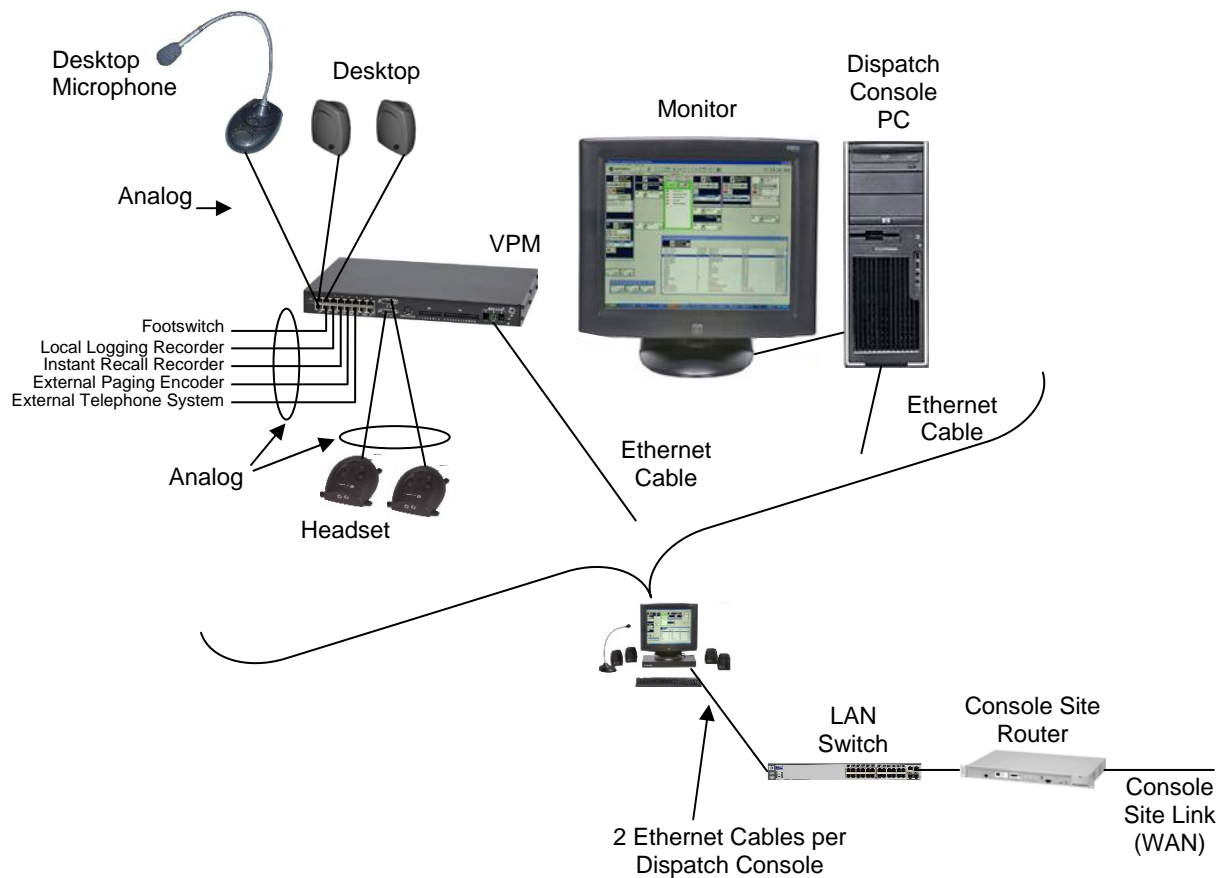
The VPM provides the connections for the following items:

- One desktop microphone
- Two headset jacks
- Up to eight desktop speakers (Two speakers included)
- One logging recorder port
- One radio instant recall recorder
- Dual telephone instant recall recorder
- One external telephone set
- One external paging encoder (for analog resources only)
- One footswitch
- One generic transmit audio input

The VPM uses an external power supply (similar to the power supplies used with laptop computers) which must be connected to an AC power source.

Figure 1-3 shows the hardware architecture of the Motorola MCC 7500 Dispatch Console.





**Figure 1-3 Motorola MCC 7500 IP Dispatch Console hardware Architecture (with VPM)**

Further details on the various dispatch equipment are provided below.

#### 1.4.4.3 Desktop Microphone

The MCC 7500 Dispatch Console is capable of supporting a single Desktop Gooseneck Microphone. The Desktop Gooseneck Microphone contains a microphone cartridge on a flexible shaft and two buttons in its base. One button controls the General Transmit feature and the other controls the Monitor feature.

The proposed system includes a desktop gooseneck microphone per dispatch position.

#### 1.4.4.4 Headset Jack

A dispatch console is capable of supporting up to two headset jacks. A headset jack allows a dispatcher to use a headset while operating the dispatch console. The headset jack contains two volume controls; one for adjusting the level of received radio audio and one for adjusting the level of received telephone audio.

The headset jack allows customers to use headsets which both decrease the ambient noise in a control room and reduce the effect of any ambient noise on console transmissions. This improves the quality of the audio being transmitted from the control room and allows the dispatchers to hear received audio more clearly.

The proposed system includes two headset jacks per dispatch position.

#### 1.4.4.5 Desktop Speaker

A dispatch console is capable of supporting up to eight (8) Desktop Speakers through which audio is presented to a dispatcher. Each speaker on a dispatch console contains unique audio; that is an audio source cannot appear in multiple speakers at a single dispatch console.

The speaker is a self-contained unit which may be placed on a desktop, mounted in a rack/furniture, mounted on a wall or mounted on a computer monitor. It contains an amplifier which provides 2 Watts of power maximum. Power for the speaker is obtained from the VPM via it's interconnect cable. A mounting bracket is included with the speaker.

The speaker provides the user with a continuous volume control knob. This serves as a master volume control for all the audio which appears in the speaker. When the user adjusts this volume control, all the audio in the speaker is increased or decreased by the same amount.

The proposed system includes two desktop speakers per dispatch position.

#### 1.4.4.6 Footswitch

The dispatch console is capable of supporting a single footswitch. The footswitch allows a dispatcher to access the General Transmit feature or Monitor feature without using his/her hands. This is useful in situations where the dispatch console user's hands are not free for activating those features. The footswitch can contain either one of two pedals. If a footswitch with one pedal is used, the pedal controls the General Transmit feature. If a footswitch with two pedals is used, one pedal controls the General Transmit feature and the other controls the Monitor feature.

The proposed system includes a dual pedal footswitch per dispatch position.

A description of the additional ports available on the VPM is provided below.

#### **Telephone/Headset Port**

The Telephone/Headset Port allows an external telephone set to be connected to the dispatch console. The dispatch console's headset can then be used to communicate on both the radio system and the telephone set. The port provides the following inputs and outputs:

- A balanced 600 Ohm analog audio output containing the headset's microphone audio.
- A balanced 600 Ohm analog audio input for the external telephone's received audio.
- An input buffer for the Off Hook signal from the external telephone.
- An input buffer for an Auxiliary Jack Sense signal from the external telephone.

When the dispatch console senses a dry closure on the Off Hook input buffer, it removes the selected radio audio from the headset earpiece and puts it back in the appropriate speaker(s). It then routes any audio appearing at the Telephone/Headset Port's audio input to the headset earpiece. It also routes headset microphone audio to the Telephone/Headset Port's audio output. This allows the dispatch console user to communicate hands-free on the telephone set.

When the dispatch console senses a dry closure on the Auxiliary Jack Sense input buffer, it ignores any closures on the Off Hook input buffer. This causes the headset to work with the radio system instead of the external telephone system. This allows the dispatch console headset to be used for radio operations when another person is staffing the telephone set.

If the dispatch console user transmits on any radio resources while the Off Hook signal is active, the headset microphone is re-routed to the radio system for the duration of the transmission. When the transmission is ended, the headset microphone is routed back to the Telephone Headset Port's audio output. The headset earpiece audio routing is not changed during the transmission, so the dispatch console user can still hear the telephone's received audio.

The Telephone/Headset Port allows a dispatch console user to use a single headset to communicate on both the radio system and a telephone system (e.g., a 911 system).

### **External Paging Encoder Input**

The MCC 7500 VPM at each operator position features an input for an external paging encoder. This port is used in cases where the customer may wish to implement a third-party paging encoder to be used in conjunction with or alternate to the integrated paging encoder.

### **Instant Recall Recorder Port (for Radio)**

The Instant Recall Recorder Port (for Radio) allows an instant recall recorder to be connected to a dispatch console. The port provides an RJ45 connector with a balanced, 600 Ohm analog audio output containing the receive radio audio on the selected channels. Transmit audio of any type (from either this dispatch console or a parallel dispatch console) as well as tones generated by the dispatch console (emergency tones, callback tones, busy tones) are not included in the audio output.

If transmit audio is desired for the instant recall recorder, the Long Term Logging Port may be used instead of the Instant Recall Recorder Port. Both outputs have the same electrical characteristics; only the content of the audio is different. No playback speaker input or recording control line output are provided on the port.

Dispatch console generated tones (e.g., emergency alarm tones, trunking busy tones, error tones, etc.) are not included in the audio appearing at the analog audio output. This is done so that they do not interfere with the dispatch console user's ability to understand the voice audio that was recorded.

Short-term, console-specific audio recording is a mechanism used to record a portion of the inbound audio present on a specific dispatch console and make it readily available to the dispatch console user. This recorded audio is retained by the recording system for a short period (typically about 60 minutes) and is easily played back by the dispatch console user. This allows the dispatch console user to replay received audio, which the user may have missed.

### **Long Term Logging Port**

Long term, console-specific audio recording is a mechanism used to record a portion of the inbound and outbound audio present on a specific dispatch console. This is historically done by providing a logging port at the dispatch console, and wiring that port to a track of an audio recording device. The recordings are then archived for long-term storage, and provide a historical record of the radio communications made at a given dispatch console.

The Long Term Logging Port allows an external logging recorder (customer provided) to be connected to a dispatch console. The port provides an RJ45 connector with a 600 Ohm balanced analog output. The audio that appears on this output is configurable, but is typically the audio that was transmitted and/or received at that dispatch console.

The configuration of audio to be presented at this port is tied to the physical dispatch console, so that no matter what user is logged into the console, the same type of audio is logged. This configuration is done as part of configuring the dispatch console at the radio system's network manager. The long term logging port can be configured to log any combination of these audio sources:

- Audio received from the currently selected radio resources (note that the level of this audio is not affected by either the individual volume setting of the radio resource or the master volume control on the speaker or headset jack).
- Microphone audio being transmitted to the currently selected radio resources by this dispatch console user.
- Microphone audio being transmitted to unselected radio resources by this dispatch console user.
- Any tones generated by the dispatch console that appear in its speakers (trunking tones, emergency tones, etc.).
- Tones generated by an external paging encoder.

Please note that this output may be used with an instant recall recorder as well as a long term logging recorder.

#### 1.4.4.7 Software Based Dual Instant Recall Recorder

The Dual Instant Recall Recorder (IRR) software (CD format) allows users to record the audio from two different sources (e.g., radio and telephone); digitally on a personal computer (the software can also be configured to operate as a single channel IRR). The system uses an individual PC where the recording files are stored on the PC's hard drive. The Instant Recall Recorder keeps a database of all recordings, which allows for convenient "point and click" search and playback of any recordings. Once the software is installed on your PC, the functions are controlled through a Graphical User Interface (GUI) icon.

In addition, the Instant Retrieval Recorder has numerous special features; such as the ability to attach text documents to recordings, a security system, multiple playback (which allows the user to playback more than one recording at the same time), and real time audio monitor (which allows the user to listen to the last ten minutes of a recording in progress without being required to stop recording to be able to listen).

The Instant Retrieval window allows the user to immediately access the recordings. The Instant Retrieval window initially opens on the newest recordings, but allows access to any recordings on the system. The recording can also be saved to the .WAV file that the user specifies. This is useful if the user wants to save a specific recording to a CD or hard disk.

The proposed system includes IRR at each dispatch position with a set of PC speakers.

#### 1.4.4.8 Elite Dispatch Graphical User Interface

The Motorola MCC 7500 dispatch console uses the Elite Dispatch graphical user interface (GUI) for displaying information to and accepting commands from the dispatch console user. The Elite Dispatch GUI is efficient, easy to use and intuitive, having been refined and proven through years of use in public safety dispatch centers around the world.

An example of the Elite Dispatch GUI is shown in Figure 1-4.

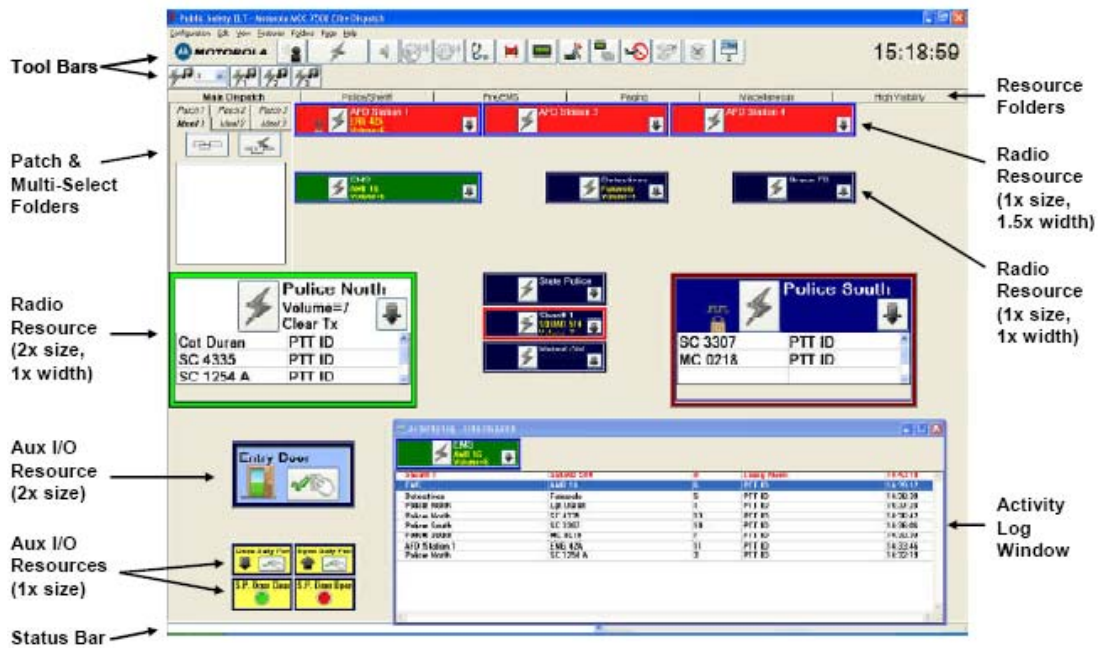


Figure 1-4: Elite Dispatch GUI

The Elite Dispatch GUI is based on Microsoft Windows GUI programming standards and contains many controls, displays and features which are familiar to anyone who has caused Windows-based applications. These features are described in greater detail in the following sections.

### Pull-Down Menus

The dispatcher is able to access features and functions through the pull-down menus. The Elite Dispatch GUI provides the following pull-down menus on a menu bar across the top of the dispatch window.

- **Configuration** – Provides access to the configuration files used by the Elite Dispatch GUI. Also allows the dispatch application to be exited.
- **Edit** – Allows various aspects of how audio, resources and features are presented to the user on the Elite Dispatch GUI to be edited. Changes made using this menu are not permanent and are lost when the dispatch application is exited. Also provides access to an on-screen keyboard for use when a hardware keyboard is not available.
- **View** – Allows the dispatcher to control whether or not the Activity Log, Auxiliary I/O and Inbound Event Display Windows are shown.
- **Features** – Provide access to various features of the dispatch console. Note that some of these features may also be available via buttons on the GUI if so configured. Also allows the System Status Window to be viewed, Tool Tips to be hidden and/or the Status Line to be cleared.
- **Folders** – Allows the dispatcher to switch between folders, add folders and delete folders. Changes made using this menu are not permanent and are lost when the dispatch application is exited.
- **Help** – Provides access to detailed online help for using the Elite Dispatch GUI and information about the Motorola MCC 7500 application software.

The user may customize which menus are displayed and what they contain via the Elite Admin application.

## Tool Bars

Up to two tool bars may be present across the top of the dispatch window and may be used to provide quick access to frequently used features. The following are examples of the items which may be placed in the tool bars:

- Clock
- General Transmit Button
- Monitor Button
- All Mute Button

There are many other items which may be placed in the tool bars. The Elite Admin application is used to define how many tool bars are displayed and what they contain.

## Status Bar

A status bar is provided across the bottom of the dispatch window for viewing the status of the dispatch console, as well as various error messages. The most current status or error message is displayed in the status bar until cleared by the dispatch console user. The dispatch console user may scroll through the last ten statuses and error messages to view them and may clear them by using the Features menu on the menu bar.

## Resource Folders

The Elite Dispatch GUI provides up to twenty resource folders for organizing the various resources (radio resources, auxiliary input/output resources, etc.) which are assigned to the dispatch console. These folders may be given descriptive names to simplify the organization of the resources.

The resources on a folder are displayed when the dispatch console user clicks on the folder tab. Resources on folders which are hidden behind the one being displayed continue to operate in a normal manner. Radio resource audio on a hidden folder appears in the appropriate speakers/headsets along with a visual call indication on the folder tab. If an emergency alarm or call is received on a radio resource which is located on a hidden folder, a visual emergency indication is displayed on the folder tab along with the normal emergency audible indication. If both emergencies and calls are being received on resources on a hidden folder, both icons will be displayed on the folder tab.

A resource may be placed on more than one folder at the same time. This allows users to create folders for special situations without having to move resources back and forth between folders. A resource may be displayed in different ways (compressed or expanded) or in different widths or sizes on different folders.

The Elite Admin application is used to configure how many folders appear on the Elite Dispatch GUI and which resources appear on each folder. It is also used to put descriptive names on the folder tabs.

During dispatch operations the dispatch console user may, if so configured by the Elite Admin application, be able to add, remove or move resources on the folders. If this is done, these changes are not saved if the user logs out of or changes configuration files for the dispatch application.

## Radio Resources

Voice communication paths in the radio system are represented as radio resources – also referred to as tiles – on the Elite Dispatch GUI. These radio resources are used by the dispatch console user to communicate on and control the radio system.

The following radio resources are supported:

- Trunked Talkgroups

- Trunked Announcement Groups
- Trunked Private Calls
- Analog Conventional Channels
- ASTRO 25 Conventional Channels
- MDC 1200 Conventional Channels
- ACIM Link Based Console Channels

Radio resource tiles are highly configurable and can be customized to meet customer needs. The following aspects of a radio resource tile can be configured:

- Form factor (compressed, larger compressed or expanded)
- Width and Height
- Magnification (1x, 2x or 3x)
- Background color
- Border color
- Which controls and indicators are displayed on the tile
- Location of controls and indicators on the tile
- Which icons are displayed on the controls and indicators

### Indicators and Controls

A radio resource contains indicators and controls that allow the dispatch console user to monitor and control various aspects of the radio channel. Examples of the indicators and controls which may appear on a radio resource include:

- Instant Transmit Button
- Transmit Active/Transmit Busy Indications
- Patch Active/Patch Busy Indications
- Received Call Indication
- Received Call Stack
- Individual Volume Control

The types of indicators and controls which appear on the radio resource depend on the type of radio channel it represents, and how it has been configured in the Elite Admin application. The radio resource may be configured to always show the indicators and controls or to allow the dispatch console user to hide them when not in use to save space on the screen. The icons used on the indicators and controls can be configured in the Elite Admin application to suite the customer's needs.

- **Compressed Resource** – Allows the dispatcher to hide the indicators and controls (Figure 1-5). Notice the small arrow button which allows the resource to be opened and closed to show the controls and indicators. This saves a tremendous amount of space on the screen by allowing the dispatcher to view only the most critical information for any given channel. This type of display is ideal for dispatchers monitoring several different channels where space in the resource folder is at a premium.



Figure 1-5: Compressed Radio Resource

- **Larger Compressed Resource** – Allows the dispatcher to always show some of the indicators and controls, and hide some of the others (Figure 1-6).

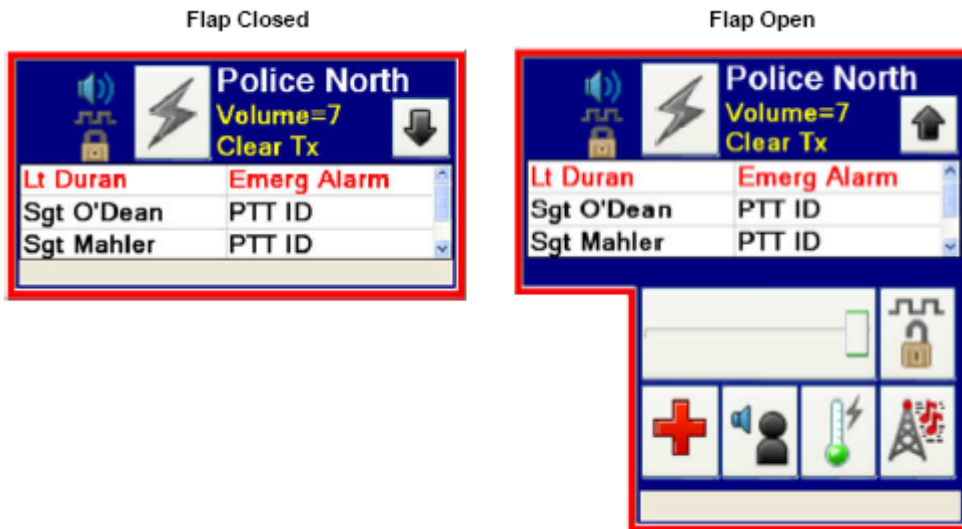


Figure 1-6: Larger Compressed Radio Resource

- **Expanded Resource** – Allows the dispatcher to always shows the indicators and controls (Figure 1-7) and cannot be compressed. Note there is no arrow button on the resource. The expanded version provides the advantage of a single-button press for any function. It is ideal for dispatchers who are only monitoring a few channels/talk groups and where space in the resource folder is not at a premium.





Figure 1-7: Expanded Radio Resource

Full parallel status for radio resources is reflected across all the dispatch consoles which have these radio resources assigned on them regardless of how they are displayed (compressed, larger compressed or expanded). That is, any activity or change on a radio resource appears on all dispatch consoles which have that resource assigned to them.

### Received Call Stack

The received call stack provides the dispatcher with a visual record of the most recent inbound calls on radio resources. This allows the dispatcher to keep track of calls during busy traffic periods.

Outbound calls on radio resources from dispatch consoles (both the dispatch console containing the received call stack or parallel dispatch consoles) are not shown in the received call stack.

The calls are displayed in list format on a radio resource, with the most recent calls at the top of the list. Unacknowledged emergency alarms are kept at the top of the stack until they are acknowledged. Once they are acknowledged, they will scroll down the stack as new entries come in.

The number of calls displayed in the list is configurable, as is the type of information displayed. The types of information that can be displayed are: unit ID, unit ID alias, site ID, zone ID, type of call and time. If an alias is available for a piece of information, it is displayed; otherwise the raw information is displayed. Figure 1-8 shows a radio resource containing a received call stack.

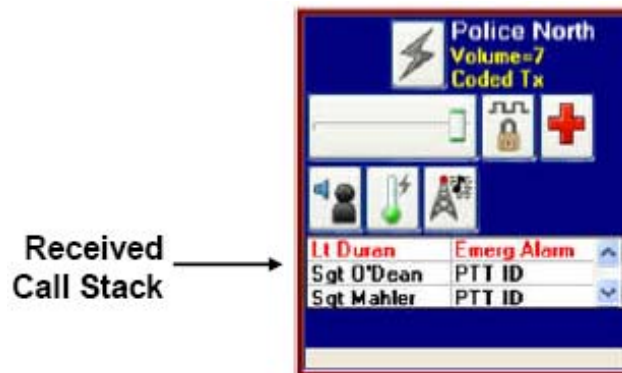


Figure 1-8: Received Call Stack on a Radio Resource

The received call stack provides a quick way for a dispatch console user to respond to calls in the stack. A right mouse click on an entry in the stack will display a submenu of actions that can be

taken, such as Send Call Alert or Acknowledge Emergency Alarm. A left mouse click on the right hand column of the stack will toggle the information displayed between the type of call, time of the call, zone ID and site ID. Hovering the cursor over an entry in the stack will pop up a small window with a summary of the information for that entry. The received call stack is configurable on a per-resource per-console basis, so a resource on one dispatch console can have it while the same resource on another dispatch console does not have it.

The received call stack has a fixed memory of 25 calls, but the number of calls which are displayed is configurable via the Elite Admin application. The number displayed may be set anywhere from 3 to 24 calls in increments of 3. Regardless of how many calls are actually displayed, the dispatcher can always scroll through all 25 calls in the stack's memory.

Stack display size is configured on a per radio resource per dispatch console basis. That is, each resource on a dispatch console may have different sized stack displays and the same resource on different dispatch consoles may have different sized stack displays.

The dispatcher can delete individual calls from the received call stack. All of the calls listed in a received call stack can also be deleted with a single action.

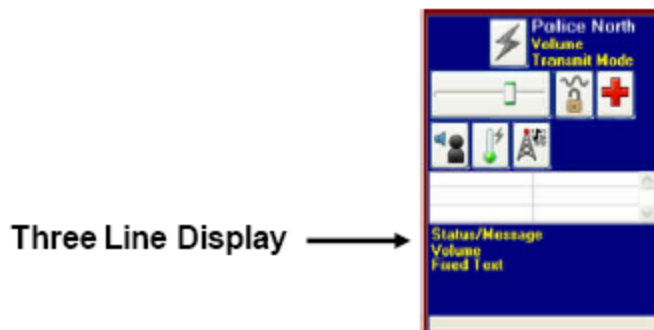
### Three Line Display

The three line display can be placed on a radio resource to provide three lines in which information can be displayed. These lines are in addition to the two lines that come standard on the resource tile. Multiple instances of the three line display can be placed on a resource tile to provide even more lines if needed. They may be placed in different locations on the resource tile to meet the needs of different customers.

Each line can be individually configured to display one of the following.

- Blank
- Channel Marker
- Priority Select
- Site
- Status/Message
- Transmit Mode
- Unit ID
- Unit ID Alias
- Volume
- Zone
- Customer-defined fixed text

Figure 1-9 shows an example of a three line display.



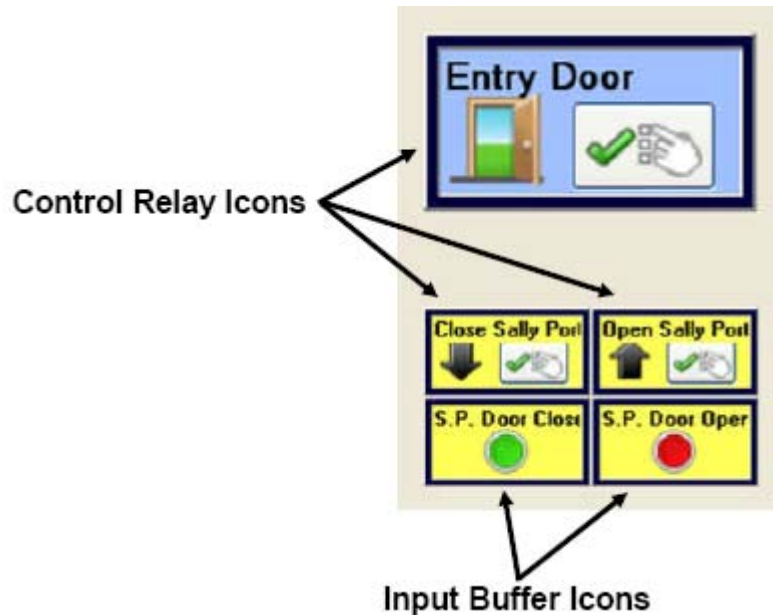
**Figure 1-9: Three Line Display on a Radio Resource**

## Auxiliary Input and Output Resources

Control relays and input buffers are represented as auxiliary input and output resources on the Elite Dispatch GUI. These auxiliary input and output resources are used by the dispatch console user to monitor the state of input buffers and monitor/control the state of control relays. Auxiliary inputs and outputs (Aux I/Os) allow users to control external devices via relay closures and sense the state of external devices via input buffers from the MCC 7500 Dispatch Console.

The auxiliary input and output resources are represented by various graphical icons which change their appearance based on the state of the resource. The particular icon which is associated with an input or output is configured by the Elite Admin application. The background color of auxiliary input and output resources can also be configured in the Elite Admin application.

Examples of some of the icons and background colors which may be used are shown in



**Figure 1-10: Auxiliary Input/Output Resource Icons**

Auxiliary input and output resources may be grouped together so that they can be moved or assigned/de-assigned as a group. This is useful for situations where the auxiliary input output resources are being used to interface to comparators or other devices which require multiple control relays or input buffers.

Full parallel status for auxiliary inputs and outputs is reflected across all the dispatch consoles which have the auxiliary inputs and output resources assigned on them. That is, if an auxiliary input or output changes state, the change of state is reflected on all the other dispatch consoles which have that auxiliary input or output assigned on them.

## Patch and Multi-Select Folders

The patch and multi-select features are accessed via a set of dedicated folders on the Elite Dispatch GUI. These folders are smaller than the resource folders, and may be placed on the screen to suit the dispatcher's preferences. The placement is done in the Elite Admin application. There can be up to sixteen patch folders and three multi-select folders.

## Patch Folders

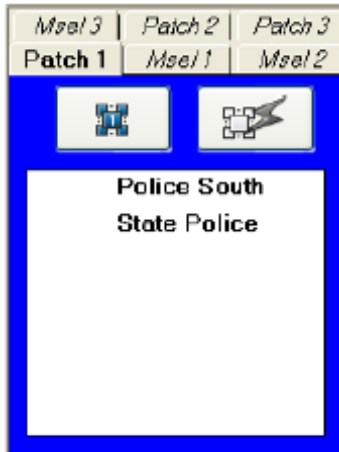


Figure 1-11: Patch Folder

Clicking on one of the patch folder tabs brings it into view. The patch group is then opened by clicking on the left-most button on the folder. Once the patch group is open, the patch group is editable and members may be added or removed from the patch group by clicking on the desired radio resources. Note that patch groups are active whenever there are members assigned to them. This is true even if the patch group is not open.

The members of the patch group are shown on the patch folder along with the status of each member (patched or pending). The resources in the patch also show an indication that they are in a patch group.

Some patch groups contain members which were pre-assigned by the Elite Admin application. These patch groups become active as soon as possible after the dispatch console begins using the configuration file which contains the pre-assigned patch groups. The dispatcher can add/remove members from the pre-assigned

patch group, but these additions/removals are lost when the dispatch console either re-loads the configuration file or changes to a different configuration file.

A patch transmit button is provided on the patch folder to allow the dispatcher to easily transmit on all members of the patch group with a single button press. Figure 1-11 shows an example of a patch folder containing some radio resources.

### Multi-Select Folder

Clicking on one of the multi-select folder tabs brings it into view. The multi-select group is then opened by clicking on the left-most button on the folder. Once the multi-select group is open, the multi-select group becomes active, and members can be added or removed from the group by clicking on the desired radio resources. Closing the multi-select folder (by clicking on the left-most button a second time) deactivates the multi-select group.

**Note:** This operation is different than that of the patch folders. A dispatch console can only have one multi-select group active at a time, but it can have multiple patch groups simultaneously active.

The members of the multi-select group are shown on the multi-select folder.

Some multi-select groups contain members which were pre-assigned by the Elite Admin application. The dispatcher can add/remove members from the pre-assigned multi-select group, but these additions/removals are lost when the dispatch console either re-loads the configuration file or changes to a different configuration file. Pre-assigned multi-select groups can also be configured via the Elite Admin application to be “locked”. When configured this way, the dispatch console user cannot edit the multi-select group.

Figure 1-12 shows an example of a multi-select folder containing some radio resources.

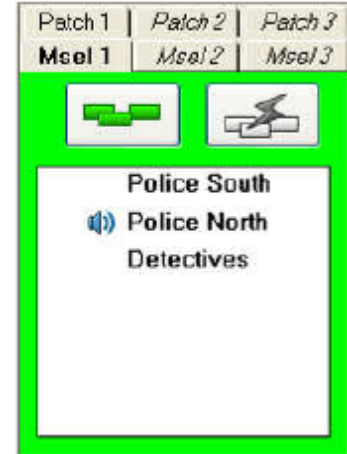


Figure 1-12: Multi-Select Folder

### Activity Log Window

The dispatcher can use the activity log window as a point of reference for all calls coming into the dispatch console. The activity log shows call information associated with all incoming radio calls such as the name of the radio resource and the time of the call. Incoming calls from all radio resources assigned to the dispatch console are displayed in the activity log.

Figure 1-13 shows an example of an activity log window.

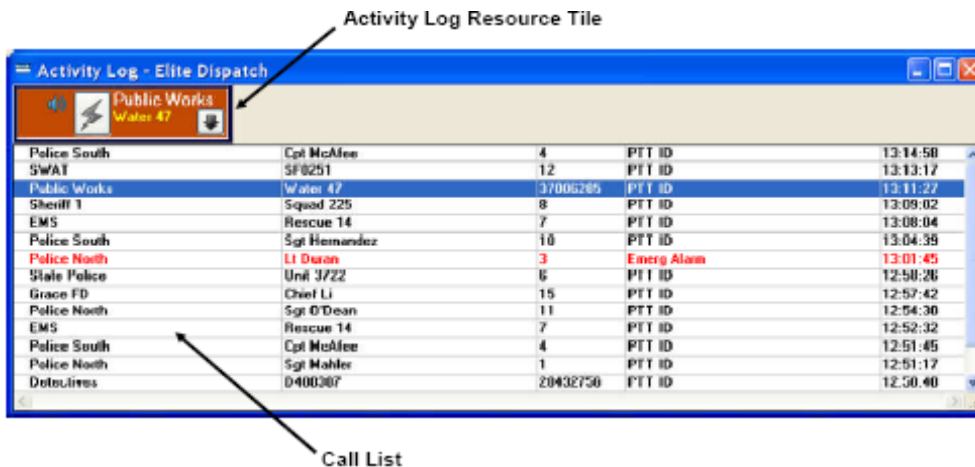


Figure 1-13: Activity Log Window

Up to 1000 calls can be held in the activity log. The most recent call is in top of the list and the oldest is at the bottom. Once the list is filled, the oldest calls are discarded as new calls come in. the dispatcher may resize the activity log to show various numbers of calls. For example, when there is light activity, the dispatcher may choose to only show a few calls. During busy hours, the dispatcher may view more calls by simply dragging the lower right hand corner of the activity log (making it longer) to see additional calls.

Dispatchers may respond to incoming calls simply by clicking on a call in the list. When this is done, the entry appears highlighted and the name of the radio resource appears at the top of the activity log. The dispatcher can then press the instant transmit button on the activity log resource tile to communicate with that radio resource.

The information displayed by the activity log can be customized to suit the dispatcher's needs. The activity log can be configured to show combinations of Resource Name, Unit ID or Alias, Status Number or Alias, Receiving Site ID, Receiving Zone ID and Time. This configuration is done via the Elite Admin application and, if so configured, via the dispatcher interface.

There are two levels of control over whether or not the activity log is displayed on a dispatch console. The first level is via the Elite Admin application which controls whether or not a dispatch console has the capability of displaying the activity log. The second level is via the dispatch console user interface where the dispatch console user can choose to view or not view the activity log. Note that if the dispatch console has not been given the capability of displaying the activity log, then the dispatch console user cannot see the activity log at all.

The number of lines that are initially displayed by the activity log is configurable via the Elite Admin application or the dispatcher interface. The number of lines that are displayed may also be changed in real time by changing the size of the activity log window using standard Microsoft Windows resizing techniques. The user can scroll through all the entries in the activity log, even if they cannot all be displayed at once.

The information listed in the activity log can be stored in a text file on the dispatch console's hard disk. The size of the text file can be specified to be between 1 MByte and 20 MBytes. When the file fills up, new data overwrites old data beginning with the oldest data. All data associated with a call is logged to the file, regardless of what portion of the data is actually shown in the activity log window.

## Help

The dispatch console is designed to allow the dispatcher to quickly access information on how to use its features. This help is available right on the dispatch console graphical user interface. There are three types of help available to the dispatcher: Online, Micro and Tool Tips.

### Online Help

Online Help provides detailed information on how to use the dispatch console. The user accesses Online Help via the Help menu on the menu bar. The user can search for topics or key words to quickly find the desired information or the user can use a table of contents to find the information. The information is displayed in a pop-up window on the dispatch user interface.

Online Help allows new dispatchers to shorten their learning curve and more experienced dispatchers to quickly remember how to operate seldom-used features.

### Micro Help

Micro Help provides information about the state of controls or indicators in a resource tile. When the cursor is placed over a control or indicator on a resource tile, a description of the control or indicator's state is given across the bottom of the resource tile. Figure 1-14 shows micro help text on



a radio resource. The text across the bottom of the resource describes the icon the cursor is pointing to.

The text displayed by the Micro Help feature may be edited via the Elite Admin application.

Micro Help allows a dispatcher to view the status of a control or indicator textually instead of graphically.

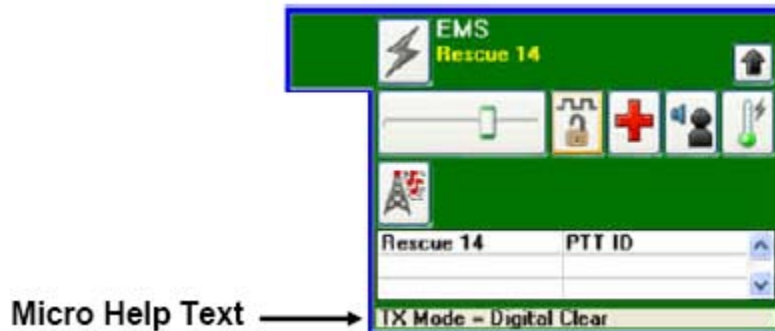


Figure 1-14: Micro Help on a Radio Resource

### Tool Tips Help

Tool Tips Help provides information about tool bar buttons and menu bar menus to the dispatcher. When the cursor is placed over a tool bar button, the button's name appears in a small pop-up window next to the cursor, and a short explanation of the button appears in the status bar at the bottom of the dispatch user interface window. When the cursor is moved across a menu item in a menu, a description of the menu item appears in the status bar at the bottom of the dispatch user interface window.

The text displayed by the Tool Tips feature may be edited via the Elite Admin application.

Tool Tips allow a dispatcher to quickly see a short explanation of the button or menu item of interest.

### 1.4.4.9 Elite Admin Application

The Elite Dispatch GUI screens are configured using the Elite Admin application. This application is designed to be extremely flexible. It allows the administrator to make the screen look very simple with minimal icons and channels, or more sophisticated with many folders and channels.

The Elite Admin application allows supervisors to create screens that can be used by multiple dispatchers (accessed over the network) or even a customized screen per dispatcher. Each screen configuration may be password protected to ensure proper use and control. All of the screen configurations are stored on the server. Once the screens are downloaded to a particular dispatch position, the configuration is run independently from the server and LAN.

Through the Elite Admin application, the supervisor can perform functions including:

- Create new configurations (for any dispatcher).
- Modify existing configurations
- Save configurations
- Determine how many toolbar(s) and where on the toolbar(s) they should go
- Determine the number of resource folders
- Determine the number of patch/multi-select folders
- Name the resource folders and patch/multi-select folders

- Determine the location of patch/multi-select folders
- Determine the height of patch/multi-select folders (e.g., taller if there are many members in the groups)
- Create pre-assigned patch/multi-select groups
- Determine if dispatchers have the ability to assign and deassign resources
- Determine if the activity log is shown initially and where on the screen it is shown (dispatchers may still hide or show the activity log)
- Assign/de assign radio and auxiliary input/output resources to various folders
- Determine location of radio and auxiliary input/output resources in the folders (dispatchers may temporarily change the locations by dragging and dropping the resources)
- Determine where features are placed on each radio resource
- Modify the icons used for resource features
- Add a safety switch on radio resources
- Determine the size of each radio resource ( compressed, larger compressed or expanded)
- Determine border color for each radio resource
- Determine audio routing of resources to speakers
- Determine whether selected radio audio stays in a speaker or moves to a headset when headsets are used (this is done on a per-resource per-console basis)
- Set initial volume level of each radio resource
- Determine if auxiliary inputs and outputs appear in a separate window
- Determine icons used for auxiliary input and outputs
- Determine if auxiliary outputs are safety switch protected
- Determine border color for each auxiliary input and output
- Modify tool tips and micro help text

## 1.4.5 Archiving Interface Server (AIS)

The MCC 7500 Archiving Interface Server (AIS) provides an interface between the radio system and a third party logging recorder. The recorder system uses the AIS to specify which talkgroups and conventional channels it wishes to record. The AIS passes call control information and vocoded audio packets associated with radio calls to the recorder system via the LAN for storage and retrieval.

This allows calls on the radio system to be recorded together with information associated with the calls. Certain non-call radio system events (for example, emergency alarms, changing frequencies on multi-frequency conventional stations, etc.) may also be recorded.

Keeping the audio in its vocoded format allows the recorder to store it in the exact form in which it was passed through the radio system. This completely eliminates any degradation of the audio quality due to compression techniques used by most recorder vendors.

Because the API allows call control data to be passed to the recorder system, customers are able to:

- See who originated the call (unit ID and/or alias)
- See the type of call (talkgroup, emergency, conventional)
- See when certain radio events occurred (emergency acknowledgement/knockdown, changes in frequency or PL selection, etc.)

The AIS requires a monitor, mouse, and keyboard for software installation purposes only. After the software installation is complete, the AIS directs the traffic between the radio system and the Logging Recorder.



## 1.5 MCC 7100 DISPATCH CONSOLE SYSTEM

### 1.5.1 MCC 7100 Dispatch Console Position Overview

The Motorola MCC 7100 Dispatch Console is a wireline/wireless console for mission critical ASTRO 25 systems that offers scalable capacity and flexible deployment options. It is intended for use with Motorola's ASTRO 25 radio systems. The MCC 7100 Dispatch Console is a software-based dispatch console that requires no external hardware connections (no VPM or GPIOM) to perform dispatch operations. Audio Vocoding is performed within the Windows operating system.

With scalable capacity choices of 5, 10, 15 or 20 simultaneous voice streams and a variety of options including End-to-end Encryption (AES, DES-OFB or ADP), External Phone Interface, and an Integrated IRR, customers are able to set features and capacity at the optimal price point to meet their needs.

The MCC 7100 Dispatch Console offers the flexibility to be deployed at a console site within the ASTRO 25 radio network or outside of the ASTRO 25 network. The MCC 7100 Dispatch Console includes the features expected in a high tier Console including Emergency and Console Priority and offers a choice of Motorola or COTS accessories.

The MCC 7100 Dispatch Console supports:

- ASTRO 25 Trunking (Phase 1 & Phase 2)
- ASTRO 25 Digital Conventional (P25)
- Analog & MDC 1200 Analog Conventional
- Mixed Mode Analog / Digital Conventional

The MCC 7100 Dispatch Console can operate in parallel with MCC 7500 Dispatch Consoles. The Graphical User Interface (GUI) of the MCC 7100 Dispatch Console is the same as the MCC 7500 Dispatch Console.

Below is a table outlining the main differences between the MCC 7500 and the MCC 7100 consoles.

**Table 1: Feature Differences between the MCC 7500 and the MCC7100 Consoles**

Features	MCC 7500	MCC 7100
Simultaneous Voice Paths	60	20
Assignable Resources	161	60
AUX I/O's w/ Comparator Display Function	400	200
Encryption Algorithms	AES, DES-OFB, DES-XL, DVI-XL, DVP-XL, ADP	AES, ADP, DES-OFB
Patches (w/ up to 8 members in each patch)	16	4
Patch members per Group (Max)	20/group up to 48 total	8/group up to 16 total
Multi Select Groups (MSEL) (Max)	16 (A7.14 & later) 3 (A7.13 & earlier)	4 (A7.14 & later) 3 (A7.13 & earlier)
MSEL Members per Group (Max)	20	20 (Inside RNI) 10 (Outside RNI)
Accessories (Microphone, Footswitch, Headset)	Motorola	USB COTS & Motorola (A7.14 & later)

Features	MCC 7500	MCC 7100
Generic Mic Support	Y	N
Voice Processing Module (VPM) accessory connector	Y	N/A
USB Audio Interface Module (AIM)	N/A	Y (A7.14 & later)
Instant Recall Recorder (IRR)	Y (Dual IRR)	Y (A7.14 & later) (Single Integrated IRR)
IRR ports for Radio & Telephone	Y	N
Enhanced Console Telephony	Y	N
External Paging Encoder	Y	Future Release
Network Status Health Indicator	N/A	Y (Outside RNI)
Peripheral Configuration Tool (PCT)	N/A	Y

## 1.5.2 MCC 7100 Console Resource Capacity

The MCC 7100 Dispatch Console deployed inside the ASTRO 25 Network supports a configuration of up to 60 resources with 20 simultaneous voice streams per console.

The MCC 7100 Dispatch Console Software capacity licenses are available in increments of 5, 10, 15 and 20 simultaneous voice streams. Purchased capacity that is less than 20 channels can be later increased in 5 channel increments to a maximum of 20 simultaneous voice streams per console located inside the Radio Network Infrastructure (RNI), or 10 per console located outside the RNI.

**Table 2: MCC 7100 Dispatch Console Channel License Capacity**

Model	Simultaneous Audio Streams	Configured Resources	Inside the RNI	Outside the RNI
5CH license	5	15	Y	Y
10CH license	10	30	Y	Y
15CH license	15	45	Y	N
20CH license	20	60	Y	N

Since the proposed system is pre 7.16 release and the consoles are outside RNI. Motorola has included license for 10 talk paths on all MCC7100 dispatch positions.

## 1.5.3 Audio Interface Module

The MCC 7100 can use Consumer-Off-The-Shelf (COTS) USB accessories. These are not rated for 24 hour a day, 7 days a week use. COTS accessories are ideal for mobile dispatch because they do not require any additional hardware and are usable out of the box. This proposal includes a Public Safety dispatch accessory rated for 24 hours a day 7 day a week operation. This is accomplished by providing an Audio Interface Module (AIM) that allows for the use of the same microphone, footswitch and headset jack as the ones used for the MCC 7500 consoles.

### Desktop Microphone

The MCC 7100 Dispatch Console is capable of supporting a single Desktop Gooseneck Microphone. The Desktop Gooseneck Microphone contains a microphone cartridge on a flexible shaft and two buttons in its base. One button controls the General Transmit feature and the other controls the Monitor feature.

The proposed system includes a desktop gooseneck microphone per dispatch position.

### **Footswitch**

The dispatch console is capable of supporting a single footswitch. The footswitch allows a dispatcher to access the General Transmit feature or Monitor feature without using his/her hands. This is useful in situations where the dispatch console user's hands are not free for activating those features. The footswitch can contain either one of two pedals. If a footswitch with one pedal is used, the pedal controls the General Transmit feature

The proposed system includes a dual pedal footswitch per dispatch position.

### **Headset Jack**

A headset jack allows a dispatcher to use a headset while operating the dispatch console. The headset jack contains two volume controls; one for adjusting the level of received radio audio and one for adjusting the level of received telephone audio.

The headset jack allows customers to use headsets which both decrease the ambient noise in a control room and reduce the effect of any ambient noise on console transmissions. This improves the quality of the audio being transmitted from the control room and allows the dispatchers to hear received audio more clearly.

The proposed system includes two headset jacks per dispatch position

### **Speakers**

The MCC7100 Console supports up to 8 assignable USB connected speakers. Each speaker can be configured to deliver audio from a unique audio source. Because most COTS speakers do not have an individual volume per speaker, individual speaker volume controls can be made available on the MCC 7100 Elite GUI.

The proposed system includes 2 USB speakers at each dispatch position.

## **1.6 VERINT IP LOGGING RECORDER**

Motorola's proposed IP logging solution will record all audio from Trunked P25 Astro radio system. (25 simultaneous conversations). The logging recorder will be installed at backup dispatch center. AIS outputs shall supply audio from all the radio channels and talkpaths controlled by the console to the logging recorder. Both transmit and receive audio shall be provided. The outputs shall filter guard and function tones associated with tone remote controlled stations.

Glendale currently has an Audiolog recorder recording their Telephony environment. This server will be incorporated into the Audiolog TLR system being proposed. Audiolog server currently uploads to customer provided NAS for long term Storage.

Motorola shall include integrated playback capability for up to Five (5) positions at Backup Dispatch center. This software will be installed on customer supplied computers. Motorola shall supply information that explains the features of the logging recorder proposed and the availability of NG-911 features.

## 1.6.1 Audiolog Solution Design

### 1.6.1.1 Telephone & Radio Recording

To meet these requirements set forth by Glendale PD, Motorola is proposing a Public Safety Recording Solution based upon the Verint Audiolog. This Audiolog Solution will be based upon the Audiolog release version 5.

To meet the needs for recording Radio Communications, a dedicated Trunked Logging Recording (TLR) Server will be deployed to Record the ASTRO P25 Trunked Radio Communications. This Audiolog TLR is designed to record 25 Talkgroups and capture Radio metadata with each recorded transmission. This metadata is provided by the Motorola Archive Information Server and includes such info as Radio ID, Radio Alias, Talk group ID and Talk Group Alias. This will enable users to search and retrieve recorded radio communications based upon Talk group and/or Radio information.

### 1.6.1.2 Search and Playback

The Search and Retrieval of Recorded Communications can be done by two methods: 1. Verint's Web Based Application, "Insight Center" or 2. Verint's Audiolog Client Software. Both Search and Replay applications are available to **Glendale PD** to use at their discretion. Verint's Insight Center application provides a powerful, browser-based, set of tools to search for and play the recordings stored on your Audiolog servers from your desktop PC. With an easy-to-use browser interface, you can easily search for recordings by Recorded Channel, Date, Time, Duration, User Reference Tags, and other captured metadata from both the ASTRO Radio system and the E-911 Switch. Playback audio is delivered via the local area network to the speakers of the client PC.

The Audiolog System Administrator will assign each individual a User Name and Password. Each user account will have certain permissions associated with it. In order to play recordings back, the user account attributes must include "Playback" permissions. Depending upon a user account attributes have been configured, a user may be permitted to playback all recordings or may be restricted to only playing recordings from a limited subset of telephone extensions or agents. If Playback permissions are limited, then the replay application will only show recordings for the Audio Channels or Radio Talk Groups to which have been assigned.

**Important Note:** Verint's Insight Center is a Web based application and is required to be hosted on a "Web Hosting" Server. The specifications for this Web Hosting Server are listed within this document and should be provided by the end customer.

### 1.6.1.3 Call Storage

Verint's Recording Solutions are designed to fulfill the widest range of recording requirements while being one of the most efficient, easy-to-use and reliable solutions available. Audiolog's open architecture provides maximum storage flexibility, with internal RAID 5 Storage, automatic call archiving to Blu-ray removable media and support for Network-Attached Storage (NAS), or SAN storage, as well as Verint's Centralized Archiving Server (CAS).

To provide **Glendale PD** with an effective and redundant storage solution, we have included the Verint Central Archive Server (CAS). The purpose of the CAS is to provide a unified and redundant storage location for all recorded calls from the existing analog logging recorder, from the Trunked Radio Recorder. This provides the Search and Replay user a single point within the solution to search for any of the recorded audio regardless of it was recorded at either operations center.

Recording Server is equipped with at minimum a single RAID 5 Hard Disk Array, providing 600GB of local storage. In addition, the Central Archive Servers are equipped with Expanded Storage with a RAID 5 Array of 2TB. This provides for the following Storage capacities:

- 600GB – Analog Recording vocoded with GSM = 96,000 Channel Hours (160 hours/1 GB)
- 600GB – P25 Phase 1 Recording vocoded with IMBE = 220,000 Channel Hours (366.6 hours/1 GB)
- 2TB – Analog Recording vocoded with GSM = 320,000 Channel Hours (160 hours/1 GB)
- 2TB – P25 Phase 1 Recording vocoded with IMBE = 733,200 Channel Hours (366.6 hours/1 GB)
- Screen Recordings are estimated to require 1GB of Storage per 31 hours of Screen Recording Activity.

**Important Note:** This storage amount will fluctuate dependent upon actual customer screen environment. Variables such as Resolution, Activity, and refresh rate affect the data rate for screen recording.

The process of unifying and creating redundant copies of recorded call begins with each Audiolog Recording Server recording all calls to the local Audiolog Server as a compressed wav file (files may be encrypted if the option is chosen by the customer). Audiolog Recording Server will then copy and upload recorded calls to the Central Archive Server (CAS). This Central Archive Server may be located anywhere on the Customer's LAN/WAN. It is not required to be "geographically" co-resident with the individual Audiolog Recording Servers.

Depending upon the call retention requirements by each agency, the CAS Server may not provide sufficient storage to retain the calls for the retention period. If this is the case, Audiolog allows for CAS to also leverage a Network Attached Storage Device or a SAN to meet the requirement. There is no cost or license to enable this feature. Motorola will interface with **Glendale PD's existing NAS** for long term storage requirements..

As designed, we have also included a Rewritable Blu-ray DVD Drive to provide for additional storage onto removable media.

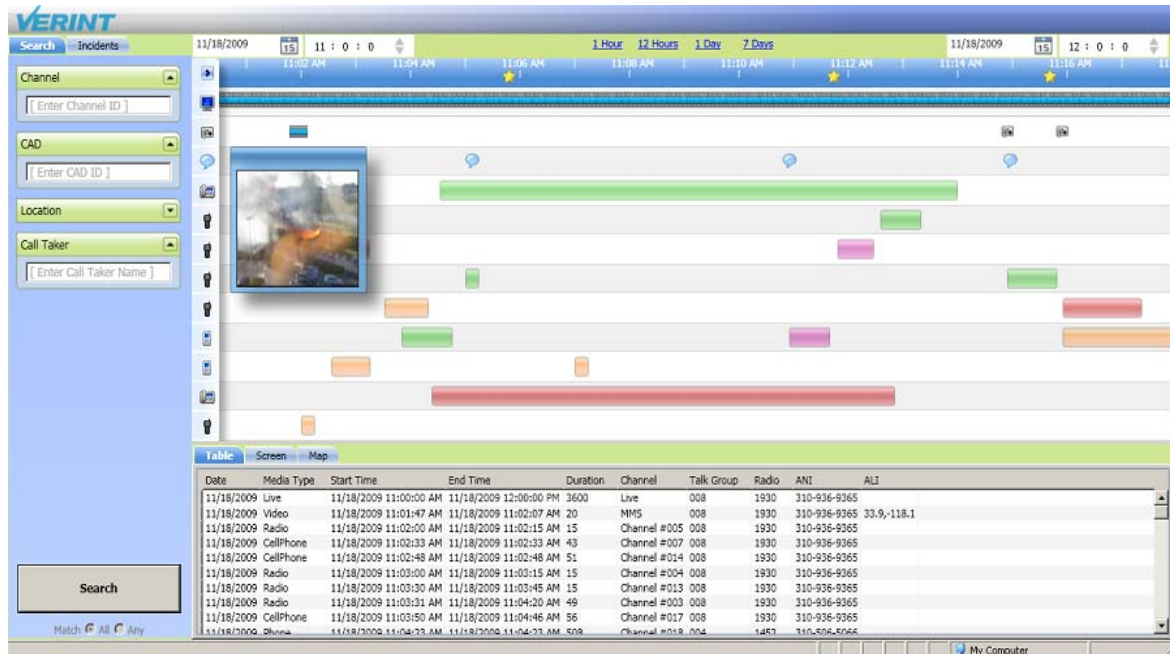
## 1.6.2 Verint Insight Center Multi-Media Replay and Incident Management

Insight Center provides a powerful, browser-based, set of tools to search for and play the recordings stored on your Verint enterprise recording system from your desktop PC. With an easy-to-use browser interface, you can easily search for recordings by channel, agent, date and time, or any available metadata associated with the recording.

Insight Center allows you to playback multiple sequenced and/or simultaneous recordings, regardless of which channel they were recorded on. This allows you to reconstruct an incident by listening to a series of recordings in their entirety, even if the recordings overlap. Selected recordings can then be saved to an incident folder for ease of incident management. To assist you when creating a transcript of the recordings, you can configure Insight Center to provide a spoken time and date stamp at the beginning and end of the selected sequence of recordings. Insight Center plays the selected recordings in chronological order.

Verint's Recording solutions provide for full-time recording, selective recording, recording on demand, and dial-in recording across digital and analog telephones, trunked and conventional Land Mobile Radio systems, telephone lines and trunks, IP phones, short message service (SMS), and PC screens. It can record screens while minimizing network usage and storage requirements and can capture screen changes, including mouse movements and keystrokes, without disrupting call handlers.

Insight Center is designed to address the replay and incident management of these multi-media Interactions along with Multi-Channel mixing capabilities to allow effective Incident Reconstruction in the emergence of NG9-1-1 Technology, including replay capabilities for: Audio, Video, PC Screen Capture, Still Photos and Text messaging.



## 1.6.3 Audiolog Product Description

Audiolog is a very flexible recording platform that comes with a variety of standard client applications and server licenses. Not all licenses are used in every environment. For example, some are specifically designed for public safety organizations while others are used only in call centers. Listed below are the acronyms and descriptions for the licenses most likely to be used in your environment.

### 1.6.3.1 Audiolog

Audiolog is an advanced digital call recording system that is designed for use both as a stand-alone recorder/playback unit and as a specialized recording server within a networked environment. Built on an open architecture using standard PC components, the Microsoft Windows platform, and the Microsoft SQL database, a single Audiolog server can provide acquisition, storage, and processing, along with the application layer. This standards-based, packaged approach ensures delivery of a functionally comprehensive, reliable, intelligent recording solution that is scalable, quick to deploy, and easy to manage.

### 1.6.3.2 Central Archive Server (CAS)

The Audiolog Central Archive Server provides a central Storage and Database Server to unify the recordings from several Audiolog recording Servers in a multi-server solution. The CAS is the first step in call and data redundancy as calls uploaded to the CAS from the Audiolog Recording Servers are also retained on the Audiolog Recording Server. From the CAS, a user may access the unified database to quickly search for all calls recorded in the multi-server solution. The CAS also serves as a central point to enable a second step of data redundancy, as the CAS may be used in conjunction with a customer provided Network Attached Storage Server or SAN to provide long term call storage.

When this method of long term storage is employed, the CAS retains the database for users to search, and will seamlessly return the calls from the NAS/SAN device to the user requesting the call record.

### 1.6.3.3 Insight Center

Insight Center is an end-user software interface which is browser based and allows for a user to search, retrieve and playback both telephone and radio recordings. Insight Center is designed to serve the user as a multi-channel and multimedia search and replay application to support full Incident Reconstruction of recordings, including: Audio, PC Screen recording and other multimedia file types which can be imported by a User.

### 1.6.3.4 Import Multimedia

The Import Multimedia feature within Insight Center, provides the ability to bring any file, (up to 500MB) such as audio, video, still images, text documents, spreadsheets.) into the application and have the file stored in the recorder database. Once a media file has been imported, the imported files can then be added to an incident along with any voice recording. Imported Files are now part of the Audiolog database and may be archived along with Audio files.

This is an optional feature and is not included in the proposed solution. If required, contact Motorola for a quote.

### 1.6.3.5 Audiolog Interaction Quality (AIQ)

Audiolog Interaction Quality™ (AIQ) is easy-to-use software designed to measure, document, and improve call handling performance. With an intuitive, browser-based interaction assessment tool for call playback and scoring, AIQ lets public safety agencies and organizations easily design and create evaluation forms, score calls, calibrate scoring among evaluators, and prepare automatic reports or reports on demand. AIQ, which was designed for installation on a separate server, facilitates compliance with government regulations on call handling evaluation and helps increase operational efficiency and responsiveness.

This is an optional feature and is not included in the proposed solution. If required, contact Motorola for a quote.

### 1.6.3.6 Audiolog Management Console and Audiolog Messenger

The Audiolog Management Console (AMC) Client enables monitoring of the status of selected Audiolog servers and viewing of both Audiolog and Windows Event Logs. If an alarm condition is detected on an Audiolog server, a talking alarm will sound on the AMC client and an error message will scroll across the user's screen. In addition, the AMC enables changes to be made within the Audiolog Configuration Manager from a remote Windows multi-media PC workstation.

Audiolog Messenger facilitates an email notification from the Audiolog system to multiple defined recipients, identifying an Audiolog alarm condition and error messages written to the Windows Event Log of the Audiolog server.

Audiolog Messenger can also be used in combination with AMC on a client system to send an email notification in the event AMC loses communication with an Audiolog server. Audiolog Messenger uses Microsoft Outlook Express as the email client to send messages. Therefore, setting up the email application on the client system is a prerequisite to using AMC and Audiolog Messenger.

### 1.6.3.7 Screen Recording

Audiolog Screen Recording enables public safety agencies and organizations to record call takers'/agents' screen activity during a call. Screen recording can be useful for analyzing how proficient the call taker/agent is in using his or her supporting applications, and verifying whether the application design is intuitive, efficient, and usable.

Audiolog Screen Recording can be accomplished on the same Audiolog server as audio recordings or on a dedicated screen recording server. Audiolog Screen Recording is the default for all installations that require screen recording.

There are two types of screen recording that can be deployed:

1. **Record all screens** – the system attempts to record screens for each call
2. **Record percentage of screens** – the system attempts to record screens for a sample of calls

This is an optional feature and is not included in the proposed solution. If required, contact Motorola for a quote.

### 1.6.3.8 Housekeeping

Housekeeping is a process that can be scheduled to run automatically on a periodic basis, preferably daily. Housekeeping does critical maintenance routine that backs up the database, purges calls older than the retention period and repairs the database if needed.

### 1.6.3.9 Audiolog Reports

The Audiolog Report Client provides several standard reports to help PSAPs and other public safety agencies and organizations analyze and document the performance of their communications center operations. Each of the reports can be viewed on screen, printed, or exported to a number of formats, including Adobe® Acrobat® PDF. The standard reports include:

- Basic Account Information Report
- Calls/Campaign Report
- Executive Summary Report Agent Report
- Call Audit Reports
- Detailed Call Reports.
- Hourly Breakdown Report
- Ring Duration Report by Channel
- Talk Time Report
- Work Code Report

## 1.6.4 Minimum Client PC Hardware & Software Requirements

This section provides the minimum specifications for customer provided client PCs.

- Pentium IV 1.4 GHz
- 1 GB Memory
- 10 GB hard drive with 5 GB or more of free space
- 1024x768 screen resolution
- SB16 Sound
- 10/100 Ethernet adapter



- Microsoft Windows XP Professional 32-bit, Service Pack 3
- Microsoft Vista Enterprise 32-bit, Service Pack 2
- Microsoft Vista Business 32-bit, Service Pack 2
- Microsoft Vista Ultimate 32-bit, Service Pack 2
- Microsoft Windows 2003 Standard Edition 32-bit, Service Pack 2
- Microsoft Windows 2003 Enterprise Edition 32-bit, Service Pack 2
- Microsoft Windows 2003 R2 Standard Edition 32-bit, Service Pack 2
- Microsoft Windows 2003 R2 Enterprise Edition 32-bit, Service Pack 2
- Windows 7 Enterprise, Professional, or Ultimate, 32-bit or 64-bit
- Window 8 support
- Windows Server 2008 R2 64-bit Standard Edition with Service Pack 1

**Microsoft .NET Framework 3.5 must be installed on the client workstation.** If the .NET Framework 3.5 is not installed, the Server Readiness Tool will install it. The Server Readiness Tool also installs Microsoft .NET Framework 4. In addition Windows Media Player 11, or higher and DirectX 9c, or higher are required.



## SECTION 3

# STATEMENT OF WORK

## 3.1 INTRODUCTION

This Statement of Work (SOW) describes the deliverables to be furnished to the City of Glendale, (“Customer”) and the tasks to be performed by Motorola Solutions, Inc. (“Motorola”), its subcontractors, and by Customer, in order to implement the proposed solution as detailed in this proposal. This SOW provides the most current understanding of the work required by both parties to ensure a successful project implementation.

It is understood that this SOW may be revised during contract negotiations or during the Contract Design Review (CDR), and through any other Change Orders that may occur during the execution of the project. If there are changes to the Scope of Work, those changes must be reflected in this SOW before becoming binding on either party. This SOW will be an Exhibit to the Contract negotiated between Motorola and Customer. After contract execution, changes to the SOW must be made through the formal contract Change Order process as set forth in the Contract.

## 3.2 THE MOTOROLA TEAM

Motorola has organized project resources into a Systems Integration (SI) group to meet the needs of implementing sophisticated communications technology. This organization is involved from system conception to system completion.

The Motorola SI group assembles a team for each project to fulfill customer specific requirements. The Motorola SI group and Customer team members will form a partnership dedicated to addressing Customer’s needs.

### 3.2.1 Motorola Project Manager

The Project Manager has full responsibility for the successful completion of the implementation life cycle from start to finish. The tasks of the Project Manager include, but are not limited to, the following:

- Act as main point of contact between Customer Project Manager and Motorola resources throughout the entire project Lifecycle.
- Full responsibility for supervising and coordinating day-to-day activities, deliverables, and milestone completions. Management of project Lifecycle requires periodic job site visits by the Project Manager at which time he/she will ensure work is being performed on time, as scoped, with the utmost quality, and professionalism by Motorola employees, agents, and subcontractors.
- Inspect site to ensure readiness for receiving and installing of site equipment.
- Inspect and maintain inventory of all received equipment to insure total delivery.
- Manage/supervise field installation and implementation teams to ensure that all on-site installation, integration, and optimization tasks are performed per contract requirements, industry best practices, and applicable standards and guidelines.
- Monitor the project to ensure that support resources are available as scheduled and as identified in the contract.



- Develop, track, manage, and communicate both orally and in writing (hard copy or electronic format) the project plan, schedule, status of deliverables, risk items, change orders, action items, punch list, and other reporting deliverables as set forth with the Customer.
- Schedule and participate with Customer in progress review meetings as deemed necessary throughout the project Lifecycle.
- Resolve deviations from the Project Schedule.
- Coordinate closely with Customer's Project Manager any needed interruptions to the existing system during implementation of the new system.
- Provide timely responses to issues related to project progress raised by the Customer Project Manager.
- Review and administer change control procedures with Customer Project Manager.

### 3.2.2 Motorola System Engineer

The Project Engineer has full responsibility for system design and performance. The Project Engineer's primary responsibility is to ensure the technical integrity of the system design to contract throughout the entire project life-cycle. The Project Engineer's other tasks include:

- Development of system installation documents (i.e. equipment list or bill of materials, system level, and floor and rack-up drawings).
- Define the Customer's communication needs, design the preliminary system and participate in the Detailed Design Review to finalize and confirm the system design to meet the Customer's requirements.
- Provides detailed consultative advice about the features and functionality of the mobiles, portables, and consoles purchased by Customer.
- Define Motorola and Customer demarcation points.
- Define technical requirements for interfacing with Motorola supplied equipment.
- Develop system channel plan.
- Complete the process of defining, documenting, and acquiring the Customer's approval of system programming and configuration.
- Responsible for the process of defining, documenting and executing functionality acceptance testing once the system is field installed.
- Develop and oversee execution of system acceptance tests and cutover plan that will balance the Customer's needs and approval with installation logistics.
- Provide systems and network engineering support throughout the implementation life-cycle

### 3.2.3 Motorola System Technologist

The System Technologist has the primary responsibility as the "hands-on" system expert. The System Technologist's tasks include:

- Work with the Project Engineer to ensure the integrity of the design during system installation, programming, optimization, and testing.
- Participate in the field staging of equipment.
- Perform final system and site level programming, optimization, and acceptance testing.

### 3.2.4 Motorola Customer Support Manager

The Customer Support Manager establishes the maintenance and service support program throughout the warranty and post-warranty periods. Other tasks include:



- Coordinates Motorola service support resources to enhance the quality of service delivery and to ensure the Customer's satisfaction over the life of their communication's system.
- Oversee the execution of the Customer's support contract (maintenance or warranty).
- Serves as the single point of contact for service issue resolution and escalation.

### 3.2.5 Motorola Field Service Organization (FSO)

Motorola FSO, will provide:

- Installation of all Motorola fixed equipment.
- Installation and commissioning of PTP microwave subsystem
- On-site support during precut testing and cutover.
- Ongoing on-site 1st level support during 1st year warranty.

### 3.2.6 Creative Communications

Creative Communications is a Motorola Premier Service provider. Creative Communications, under subcontract to Motorola will perform subscriber radio programming and installation services.

## 3.3 GENERAL RESPONSIBILITIES OF MOTOROLA AND CUSTOMER

### 3.3.1 Motorola's General Responsibilities

- Conduct project kickoff meeting with Customer to review project design and finalize requirements.
- Perform the installation of the Motorola-supplied equipment.
- Schedule the implementation in agreement with Customer.
- Coordinate the activities of all Motorola subcontractors under this contract.
- Administer safe work procedures for installation.
- Provide Customer with the appropriate system interconnect specifications.
- Define link specifications for each link required for the proposed system.
- Optimize equipment and verify that all equipment is operating properly and that all electrical and signal levels are set accurately.
- Verify communication interfaces between devices for proper operation.
- Test features and functionality are in accordance with manufacturers' specifications.
- Verify the operational functionality and features of the individual subsystems and the system supplied by Motorola, as contracted.
- If any major task as contractually described fails, repeat that particular task after Motorola determines that corrective action has been taken.
- Document all issues that arise during the acceptance tests.
- Document the results of the acceptance tests and present to Customer for review.
- Resolve any punch list items before Final System Acceptance.



### 3.3.2 Customer General Responsibilities

Customer will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola. Customer's general responsibilities include the following:

- Customer will provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of equipment prior to delivery to the site.
- Coordinate the activities of all Customer's vendors or other contractors.
- Obtain all licensing, site access, or permitting required for project implementation.
- Provide clear and stable access to the sites for transporting electronics and other materials. Sufficient site access must be available for trucks to deliver materials under their own power and for personnel to move materials to the facility without assistance from special equipment.
- Provide rack space and desk space (including desk furniture, as needed) for the System equipment at the remote sites and dispatch centers.
- Any required system interconnections not specifically outlined here will be provided by the Customer, per Motorola specifications. Test results to confirm specification compliancy are required prior to equipment installation. Note: These may include dedicated phone circuits, microwave links, or other types of connectivity.

## 3.4 SITE READINESS SURVEY

Prior to starting any equipment installations, Motorola and Customer shall conduct a site readiness review at each site to examine existing work, or work performed by others, that is required to support the new radio system. The site readiness review documents any conditions that will prevent start of equipment installation work to be performed by Motorola. Customer shall be responsible for correcting any deficiencies found during the site readiness review affecting personnel or equipment safety prior to system installation. Site readiness survey shall include at a minimum the following:

- Document actual site conditions and proposed equipment locations as compared to design and implementation assumptions.
- Review work performed by others, and identify work necessary to be completed prior to start of equipment installations.
- Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola's Standards and Guidelines for Communication Sites (R56).
- Prepare Site Readiness report per site consisting of all above reported findings.

## 3.5 IMPLEMENTATION SERVICES

Implementation services included as part of this proposal will occur between normal business hours, Monday – Friday, 8:30am-5pm. Should Customer require services to occur during non-business hours, additional costs may apply and will be handled via the change order process.

## 3.6 PROJECT LIFECYCLE PHASES AND RESPONSIBILITIES

Based on many years of experience, Motorola has developed a project implementation methodology that identifies major project phases—Contract/Project Initiation (Award), Detailed Design Review, Order Processing, Manufacturing and Staging, Installation, System Optimization, Acceptance Testing, and Project Finalization. Each phase follows a Work Breakdown Structure (WBS) that clearly identifies the work to be performed during this project.



Throughout the duration of this project, Motorola will provide the equipment and services within each applicable phase as described within this proposal. Detailed descriptions of the specific tasks associated with the individual phases are contained in the following sections.

## 3.7 CONTRACT

### 3.7.1 Contract Award (Milestone)

- Customer and Motorola execute the contract; both parties receive all the necessary documentation.

### 3.7.2 Contract Administration

#### **Motorola Responsibilities**

- Assign a Single Point of Contact with authority to make project decisions.
- Assign resources necessary for project implementation.
- Set up the project in the Motorola information system.
- Schedule the project kickoff meeting with Customer.

#### **Customer Responsibilities**

- Assign a Single Point of Contact responsible for Customer signed approvals.
- Assign other resources necessary to ensure completion of project tasks for which Customer is responsible.

### 3.7.3 Project Kickoff

#### **Motorola Responsibilities**

- Conduct a project kickoff meeting during the Contract Design Review (CDR) phase of the project.
- Ensure key project team participants attend the meeting.
- Introduce all project participants attending the meeting.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Review the overall project scope and objectives with Customer.
- Review the resource and scheduling requirements with Customer.
- Review the Project Schedule with Customer to address upcoming milestones and/or events.
- Review the teams' interactions (Motorola and Customer), meetings, reports, milestone acceptance, and Customer's participation in particular phases.

#### **Customer Responsibilities**

- Customer's key project team participants attend the meeting.
- Review Motorola and Customer Responsibilities.



## 3.8 CONTRACT DESIGN REVIEW (CDR)

### 3.8.1 Review Contract Design

#### Motorola Responsibilities

- Meet with Customer project team (This may be combined with the project kickoff meeting.)
- Review the operational requirements and the impact of those requirements on various equipment configurations.
- Establish a defined baseline for the system design and identify any special product requirements and their impact on system implementation.
- Review the System Design, Statement of Work, Project Schedule, and Acceptance Test Plans, and update the contract documents accordingly.
- Discuss the proposed Cutover Plan and methods to document a detailed procedure.
- Submit design documents to Customer for approval. These documents form the basis of the system, which Motorola will manufacture, assemble, stage, and install.
- Establish demarcation point to define the connection point between the Motorola-supplied equipment and Customer-supplied link(s) and external interfaces (Customer is responsible for supplying links).
- Conduct site evaluations, if not previously conducted, to capture site details of the system design and to determine site readiness.

#### Customer Responsibilities

- Customer's key project team participants attend the meeting.
- Make timely decisions, according to the Project Schedule.
- Provide documentation on existing networks, equipment, and wiring diagrams as required to facilitate the interface and wiring plan for the provided equipment.

#### Completion Criteria

- Complete Design Documentation, which may include updated System Description, Equipment List, system drawings, or other documents applicable to the project.
- Incorporate any deviations from the proposed system into the contract documents accordingly.
- The system design is "frozen" in preparation for subsequent project phases such as Order Processing and Manufacturing.
- A Change Order is executed in accordance with all material changes resulting from the Design Review to the contract.

### 3.8.2 Design Approval (Milestone)

- Customer executes a Design Approval milestone document.

## 3.9 ORDER PROCESSING

### 3.9.1 Process Equipment List

#### Motorola Responsibilities

- Validate Equipment List by checking for valid model numbers, versions, compatible options to main equipment, and delivery data.
- Enter order into Motorola's Customer Order Fulfillment (COF) system.



- Create Ship Views, to confirm with Customer the secure storage location(s) to which the equipment will ship. Ship Views are the mailing labels that carry complete equipment shipping information, which direct the timing, method of shipment, and ship path for ultimate destination receipt.
- Create equipment orders.
- Reconcile the equipment list(s) to the Contract.
- Procure third-party equipment if applicable.

#### **Customer Responsibilities**

- Approve shipping location(s).

## 3.10 DEVELOP TEMPLATES

#### **Motorola Responsibilities:**

- Assist the Customer in defining each radio/console template.
- Program the approved templates into a radio-programming template tool.
- Program sample radios with approved templates for customer approval.

#### **Customer Responsibilities:**

- Work with RWC as required to develop programming templates
- Evaluate sample radios and provide feedback.
- Approve templates.

#### **Completion Criteria:**

- Templates completed and approved by the Customer.

## 3.11 MANUFACTURING AND STAGING

### 3.11.1 Manufacture and Procure Equipment

#### **Motorola Responsibilities**

- Manufacture the Motorola equipment per final design.
- Procure any 3rd party equipment per final design.

#### **Customer Responsibilities**

- Procure Customer supplied equipment meeting Motorola specifications when applicable.

### 3.11.2 Ship Equipment to Field

#### **Motorola Responsibilities:**

- Pack system for shipment to final destination.
- Arrange for shipment to the field.

#### **Customer Responsibilities:**

- None.





### 3.11.3 Ship Acceptance (Milestone)

- All equipment shipped to the field.

### 3.11.4 Field Stage System

#### **Motorola Responsibilities:**

- Set up and rack the system equipment on a site-by-site basis, as it will be configured in the field at each of the sites.
- Cut and label cables according to the approved CDR documentation.
- Label the cables with to/from information to specify interconnection for field installation and future servicing needs.
- Complete the cabling/connecting of the subsystems to each other (“connectorization” of the subsystems).
- Assemble required subsystems to assure system functionality.
- Power up, program, and test all staged equipment.
- Confirm system configuration and software compatibility to the existing system.
- Load application parameters on all equipment according to input from Systems Engineering.
- Complete programming of the Fixed Network Equipment.
- Program the approved templates into a radio-programming template tool.
- Complete programming of sample Subscriber units.
- Inventory the equipment with serial numbers and installation references.
- Complete system documentation.
- Third party subsystems may be staged at the manufacturer’s facilities and integrated in the field.

#### **Customer Responsibilities:**

- Provide information on existing system interfaces as may be required.
- Provide information on room layouts or other information necessary for the assembly to meet field conditions.

## 3.12 SYSTEM INSTALLATION

Implementation services included as part of this proposal will occur between normal business hours, Monday – Friday, 8:30am-5pm. Should Customer require services to occur during non-business hours, additional costs may apply and will be handled via the change order process.

The installation pricing assumes that existing building facilities have sufficient heating, ventilation and air conditioning (HVAC), space, necessary power and back-up power, along with required cable routing facilities and penetrations to interconnect the hardware. Facility improvements, removal or disposal of existing equipment, and/or temporary installations of equipment have not been included in this proposal unless specifically stated.

#### **Motorola General Responsibilities**

- Install System Equipment as specified by the Equipment List, System Description, and System Drawings.
- Bond the supplied equipment to the existing site ground system in accordance with the Motorola R56 Standards and Guidelines for Communication Sites.
- Interface equipment to the RWC ASTRO 25 Radio System Network as detailed in the System Description.



### **Customer General Responsibilities**

- Provide access to the sites, as necessary.
- Configure Customer Enterprise Network (CEN) and interface to Motorola firewall

## **3.12.1 Primary Dispatch Center**

Six existing Gold Elite operator positions will be replaced with new MCC7500 operator positions. at this location. In addition, six new APX control stations will be installed to replace six of the existing backup control stations.

To minimize disruptions and downtime to ongoing dispatch operations, two positions of existing Gold Elite console equipment will be decommissioned and replaced with new MCC7500 console positions at a time allowing four active dispatch positions at all times.

### **Motorola Responsibilities**

- Install System Equipment as specified by the Equipment List, System Description, and System Drawings.
- Remove or relocate existing equipment as required.
- Upgrade and reuse existing GCP8000 site controller and SDM3000 Aux I/O controller.
- Installation of LAN network cabling between the equipment room network switch and each dispatch position.
- Interface APX control stations to existing antenna system.
- Interface equipment to defined demarcation points.

### **Customer Responsibilities**

- Coordinate with Motorola implementation team to allow unobstructed access to dispatch positions during installation and configuration and testing.
- Provide identified equipment for upgrade and reuse.

## **3.12.2 Backup Dispatch Center**

Four existing Gold Elite dispatch consoles will be replaced with new MCC7100 dispatch consoles at this location. Additionally, Motorola will install an archiving interface server (AIS) and a Verint IP Logging subsystem for logging and archiving of dispatch console audio from both the primary and backup dispatch consoles.

Two new APX control stations will be installed to replace two existing backup control stations at this location.

### **Motorola Responsibilities**

- Install System Equipment as specified by the Equipment List, System Description, and System Drawings.
- Remove or relocate existing equipment as required.
- Upgrade and reuse existing GCP8000 site controller.
- Install LAN network cabling between the equipment room network switch and each dispatch position.
- Interface APX control stations to existing antenna system.
- Install and configure Logging Recorder.
- Interface equipment to defined demarcation points.



**Customer Responsibilities**

- Providing IP space and physical port interface for logger and archiving server in the CEN.
- Provide identified equipment for upgrade and reuse.

**3.12.3 Emergency Operations Center**

One existing Gold Elite dispatch console will be replaced with a new MCC7100 dispatch console at this location.

**Motorola Responsibilities**

- Install System Equipment as specified by the Equipment List, System Description, and System Drawings.
- Remove or relocate existing equipment as required.
- Reuse of existing LAN network cabling between the equipment room network switch and the dispatch position.
- Interface equipment to defined demarcation points.

**3.12.4 Equipment Installation Complete**

- Motorola provided equipment installations completed and accepted by Customer.

**3.12.5 System Installation Acceptance (Milestone)**

- All equipment installations are completed and accepted by Customer.

**3.13 SYSTEM OPTIMIZATION****3.13.1 Optimize System****Motorola Responsibilities**

- Perform the console programming, based on the console templates designed and approved during the CDR phase.
- Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.
- Verify that all audio and data levels are at factory settings.
- Check audio and data levels to verify factory settings.
- Verify communication interfaces between devices for proper operation.
- Test features and functionality are in accordance with manufacturers' specifications and that they comply with the final configuration established during the CDR/system staging.
- Setup the consoles to perform the dispatching operation.



**Customer Responsibilities**

- Provide access/escort to the sites.
- Provide required radio ID and alias information to enable alias database setup for interface to console.

**3.13.2 Optimization Complete**

- System optimization is completed. Motorola and Customer agree that the equipment is ready for acceptance testing.

**3.14 TRAINING****3.14.1 Perform Training**

Motorola will provide training for the MCC7500 dispatch console in accordance with the included Training Plan.

**Motorola Responsibilities:**

- Finalize training schedules purchased as part of this project with the Customer Project Manager.
- Conduct the training classes outlined in the Training Plan.

**Customer Responsibilities:**

- Attend training classes.
- Provide access to equipment and facilities for a suitable training environment.

**3.15 AUDIT AND ACCEPTANCE TESTING****3.15.1 Perform R56 Audit****Motorola Responsibilities**

- Perform R56 site installation quality audits, verifying proper physical installation and operational configurations.

**Customer Responsibilities**

- None.

**3.15.2 Perform Functional Acceptance Testing****Motorola Responsibilities**

- Provide detailed functional acceptance test plan to Customer for approval
- Execute the acceptance test plan and verify the operational functionality and features of the individual subsystems and the system supplied by Motorola, as contracted.
- If any major task as contractually described fails, repeat that particular task after Motorola determines that corrective action has been taken.
- Document all issues that arise during the acceptance tests.
- Document the results of the acceptance tests and present to the Customer for review.
- Resolve any minor task failures before Final System Acceptance.



**Customer Responsibilities**

- Witness the functional testing.

**Completion Criteria**

- Successful completion of the functional testing.
- Customer approval of the functional testing.

**3.15.3 System Acceptance (Milestone)**

- Customer approves the completion of all the required tests.
- Dispatch operations on MCC7100 Consoles can commence.
- Warranty Commences.

**3.16 SUBSCRIBER RADIOS**

All programming, engraving, and installation will occur during normal business hours: M-F, 8am - 5pm for work performed at Creative Communications and M-F, 8:30 am – 4:30 pm for work performed at Customer location.

Motorola will take ownership of all removed radios as Customer trade-ins to be scrapped by Motorola

**3.16.1 Program and Install Mobiles****Motorola Responsibilities:**

- Received at Creative Communications for inventorying and programming.
- Develop new APX programming with RWC/Customer provided PD template.
- Install (245) new APX radios in patrol vehicles with swap out of existing XTL radios reusing existing power & RF cables, antennas and speaker(s).
- Install (16) new APX radios in command vehicles with swap out of existing XTL radios reusing existing power & RF cables, antennas and speaker(s).
- Install (25) new APX radios in motorcycles with swap out of existing XTL radios reusing existing power & RF cables, antennas and speaker(s).
- All patrol vehicle mobile swap outs and installs will occur at Customer location.
- Motorcycle radio installations will occur at Creative Communications location.
- Track and document each removal/installation.
- Operational test including encryption verification.
- Pass all features and functionalities of the mobile template.
- Once all templates are tested and approved by the Customer, Motorola requests template acceptance sign-off.
- Program all the mobiles, as identified in the equipment list, in accordance with the Customer-approved programming templates.
- Install all the mobiles in the vehicles, as identified in the equipment list, and according to the installation schedule.
- A “one-time only” programming charge is included in the project price

**Customer Responsibilities:**

- Work with RWC for radio template to be developed by RWC and confirmed by Customer, prior to Creative programming

- Provide Installation crews with reasonable installation areas: covered, electricity available, facilities access
- Coordinate with RWC for activation and deactivation of unit IDs as units are installed.
- Provide adequate number of vehicles for installations according to the project/installation schedule.
  - Initial baseline is minimum of 15 vehicles per day based on swap out and reuse of existing cabling.
- If any installations require variations from the approved plan, the Customer must approve, before proceeding with the variance.

**Completion Criteria:**

- All mobiles are programmed and installed successfully and approved by the Customer.

### 3.16.2 Program and Distribute Portables

**Motorola Responsibilities:**

- Received at Creative Communications for inventorying and programming.
- Develop new APX programming with RWC/Customer provided PD template.
- Program (906) new APX radios
- Create new engraving template and engrave each unit.
- Track and document each removal/installation.
- Program all the portables, as identified in the equipment list, based upon the Customer approved programming templates.
- A “one-time only” programming is included in the project pricing.
- Deliver units to authorized Customer personnel and inventory upon receipt.

**Customer Responsibilities:**

- Approve final template(s) and initiate portable programming.
- Upon receipt of portables, a Customer-authorized signatory acknowledges receipt of all portables and accessories and proper operation of a sampling of portables.
- Distribute the portables to end users.

**Completion Criteria:**

- All portables are successfully programmed and approved by the Customer.

### 3.16.3 Subscribers Complete

- All Subscribers are programmed and/or distributed/installed successfully, and approved by the Customer.

## 3.17 FINALIZE

### 3.17.1 Cutover

**Motorola Responsibilities:**

- Motorola and Customer develop a mutually agreed upon cutover plan based upon discussions held during the CDR.
- During cutover, follow the written plan and implement the defined contingencies, as required.

- Conduct cutover meeting(s) with user group representatives to address both how to mitigate technical and communication problem impact to the users during cutover and during the general operation of the system.

**Customer Responsibilities:**

- Attend cutover meetings and approve the cutover plan.
- Notify the user group(s) affected by the cutover (date and time).

**Completion Criteria:**

- Successful migration from the old system to the new system.

### 3.17.2 Resolve Punch list

**Motorola Responsibilities**

- Resolve Motorola assigned punch list items as part of Final Acceptance.

**Customer Responsibilities**

- Assist Motorola with resolution of identified punch list items by providing support, such as access to the sites, equipment and system, and approval of the resolved punch list item(s).
- Resolve Customer assigned punch list items.

### 3.17.3 Transition to Service/Project Transition Certificate

**Motorola Responsibilities**

- Review the items necessary for transitioning the project to warranty support and service.
- Provide a Customer Support Plan detailing the warranty and post warranty support, if applicable, associated with the Contract equipment.
- Provide additional information regarding post warranty support, included in the Warranty/Post Warranty section of this document.

**Customer Responsibilities**

- Participate in the Transition Service/Project Transition Certificate (PTC) process.

### 3.17.4 Finalize Documentation

**Motorola Responsibilities**

- Provide an electronic as-built system manual on a Compact Disk (CD). The documentation will include the following:
  - System Level Diagram.
  - Site Equipment Rack Configurations.
  - ATP Test Checklists.
  - Equipment Inventory List.
  - Console Programming Template
  - Subscriber Programming Template
  - Operator, Product Manuals

Drawings are created utilizing AutoCAD design software and will be delivered in Adobe PDF format. All other system manual documents converted from native format to Adobe PDF format to be included on the System Manual CD.

**Customer Responsibilities**

- Receive and approve all documentation provided by Motorola.

**3.17.5 Final Acceptance (Milestone)**

- All deliverables completed, as contractually required.
- Final System Acceptance received from Customer.

**3.18 PROJECT ADMINISTRATION****3.18.1 Project Status Meetings****Motorola Responsibilities**

- Motorola Single Point of Contact, or designee, will attend all project status meetings with Customer, as determined during the CDR.
- Meetings may be via teleconference or at Customer location depending on the phase of the project and agenda requirements.
- Record the meeting minutes and supply the report.
- The agenda will include the following:
  - Overall project status compared to the Project Schedule.
  - Product or service related issues that may affect the Project Schedule.
  - Status of the action items and the responsibilities associated with them, in accordance with the Project Schedule.
  - Any miscellaneous concerns of either the Customer or Motorola.

**Customer Responsibilities**

- Attend meetings.
- Respond to issues in a timely manner.

**3.18.2 Progress Milestone Submittal****Motorola Responsibilities**

- Submit progress (non-payment) milestone completion certificate/documentation.

**Customer Responsibilities**

- Approve milestone, which will signify confirmation of completion of the work associated with the scheduled task.

**3.18.3 Change Order Process**

Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.



SECTION 5

# ACCEPTANCE TEST PLAN

Testing of the proposed equipment is included. This includes the following:

- Test features and functionality are in accordance with manufacturers' specifications.
- Verify the operational functionality and features of the individual subsystems and the system supplied by Motorola, as contracted.

A detailed Acceptance Test Plan will be developed upon purchase and will be reviewed during the Project Kickoff/Design Review meeting.



Exhibit D  
[System Acceptance Certificate]

**Customer Name:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative:

Motorola Representative:

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**FINAL PROJECT ACCEPTANCE:**

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Motorola Representative:

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## Legislation Description

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**File #: 15-783, 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 Acting City Manager to reclassify existing positions within the organization that have experienced a change in duties and/or responsibilities.

### **Background**

As the City seeks out ways to more innovatively provide city services, jobs must adapt to address those changes. Department Directors work closely with the Human Resources and Risk Management Department to conduct job studies and make these changes when necessary. At times this may require a change in job duties and/or responsibilities that places the job in a different job classification. When this occurs, a reclassification of the job is necessary. Reclassifications, while permitted under Human Resources Policy 301, do create a change to Schedule 9 of the Fiscal Year (FY) 2015-16 Budget. Human Resources Policy 301.II.A.4 states the following with regard to position reclassifications:

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

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

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

Community Services would like to reclassify a vacant Recreation Manager to a Parks Superintendent. The position used to manage recreation programs, activities and staff within the Parks and Recreation department. It now focuses on management of the Parks Maintenance staff. This change in focus was brought about by a larger city-wide re-organization over a year ago. The position is now responsible for managing and coordinating the maintenance of 119 parks and related parks facilities. It oversees an operating budget of \$7M for FY 15-16.

The Public Works department has requested that a vacant Management Assistant position be reclassified as a Management Analyst, focusing on analysis and development of productivity measurements to streamline and/or improve processes in the department. This will contribute to more efficient operations, resulting in improved customer service and potential cost savings for the city.

Public Works would also like to reclassify a vacant Buyer II position to a Management Assistant. The position has evolved over the past 12 years when the decision was made to outsource the vehicle and equipment parts operations. It has changed into more of an administrative contract management position with direct oversight of invoicing. The main focus of the position now is managing contracts and agreements, writing council reports and tracking vendor spending. These types of duties are typically found in a Management Assistant position.

### **Analysis**

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

### **Previous Related Council Action**

On June 9, 2015, Council approved the FY 2015-16 Budget which includes a listing of all approved positions in Schedule 9 of the Budget Book.

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

Council approved position reclassifications at the August 25, 2015 Council meeting.

Council approved position reclassifications at the October 13, 2015 Council meeting.

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

Ensuring that job descriptions appropriately reflect the duties being performed protect the city from potential

litigation and help ensure that the citizens are receiving the appropriate level of services necessary.

**Budget and Financial Impacts**

Based on salary savings, there is no budget impact this fiscal year.

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**Positions Recommended for Reclassification  
December 8, 2015**

<b>Position Number</b>	<b>Department</b>	<b>Fund #</b>	<b>Fund Name</b>	<b>Previous Title</b>	<b>New Title</b>	<b>Description of Request</b>	<b>Effective Date of Action</b>	<b>Estimated Base Cost for Remainder of FY</b>
1621	Community Services	1000	General	Rec Mgr	Parks Superintendent	Realign to better meet department needs.	12/18/2015	\$0.00
1504	Public Works	2440	Landfill	Mgmt Asst	Management Analyst	Realign to better meet department needs.	12/18/2015	\$0.00
746	Public Works	2590	Fleet Services	Buyer II	Management Assistant	Realign to better meet department needs.	12/18/2015	\$0.00



## Legislation Description

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**File #: 15-784, Version: 1**

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**AUTHORIZATION TO INCREASE SPENDING AUTHORITY AND APPROVE AMENDMENT NO. 1 TO THE LINKING AGREEMENT FOR PURCHASE OF PERSONAL PROTECTIVE EQUIPMENT WITH MATLICK ENTERPRISES INC., D.B.A. UNITED FIRE EQUIPMENT COMPANY**

Staff Contact: Terry Garrison, Fire Chief

### **Purpose and Recommended Action**

This is a request for City Council to approve an amendment to the linking agreement with Matlick Enterprises, Inc. D.B.A. United Fire Equipment Company, and approve an increase to the expenditure authorization for the purchase of Personal Protective Equipment (PPE).

### **Background**

This request to increase expenditure authorization will allow the Glendale Fire Department to stay in compliance with the latest National Fire Protection Association (NFPA)/Occupational Safety and Health Association (OSHA) safety standards for PPE. These standards call for a 10 year replacement cycle of PPE, or when the safety equipment is not meeting minimum safety testing during annual inspections. This increase also allows for the purchase of additional turnouts to reduce firefighter exposure.

### **Analysis**

Staff recommends Council approve this request allowing the Glendale Fire Department to stay compliant with NFPA/OSHA safety standards for protective equipment. There are no alternatives to these compliance standards. These standards are outlined in the department's accreditation documents and provide a minimum level of safety for city firefighters to operate within.

Firefighter cancer is the most dangerous threat to the health and safety of our firefighters. Recent studies, including the National Institute for Occupational Safety and Health (NIOSH) cancer study (<http://www.cdc.gov/niosh/firefighters/ffCancerStudy.html>) have produced compelling evidence and biologic credibility that firefighters experience higher rates of various cancers than the general American population. In recent years, two of Glendale's firefighters were diagnosed with cancers that were directly related to firefighting. The firefighters' greatest risk for carcinogen exposure is through inhalation and dermal absorption of combustion contaminants, including those remaining on sooty turnout gear.

### **Previous Related Council Action**

Council approved the authorization request to apply and accept revenue sharing funds from the Tohono O'odham Nation on June 9, 2015 for \$984,149.00.

The Glendale Fire Department received notice of award of a \$50,000 grant from the Tohono O'odham Nation on August 31, 2015.

**Community Benefit/Public Involvement**

By maintaining the safety standards of the PPE used by city firefighters, the department can continue to use the risk management policies currently employed. This policy provides the highest level of customer service by allowing the firefighter to enter into hazardous conditions to save lives and property.

Glendale's firefighters will benefit the most from the approval of this grant by enabling them to maintain their gear in safer, healthier, ready condition. A second set of turnouts will also positively impact the firefighters' families, the City of Glendale, and the community of 234,632 people they serve, by reducing or even preventing serious illness and lost time.

**Budget and Financial Impacts**

This request will increase the authorized expenditure authorization to \$100,000 annually or \$300,000 for the entire term of the agreement. A new account will be set-up for the Tohono O'odham grant with an appropriation of \$50,000. All other expenditures will be charged to the Fire Resource Management Account which already has funds allocated for the purchase of turnouts every fiscal year.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$50,000</b>	<b>Grant Account to be Determined</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?



AMENDMENT NO. 1  
TO  
LINKING AGREEMENT BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
MATLICK ENTERPRISES, INC., D.B.A. UNITED FIRE EQUIPMENT COMPANY  
(Tucson Contract No. 130686, Glendale Contract No. C-9959)

This Amendment No. 1 ("Amendment") to the Linking Agreement (Agreement) is made this \_\_\_\_ day of \_\_\_\_\_, 2015 ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Matlick Enterprises, Inc., an Arizona corporation dba United Fire Equipment Company ("Contractor").

RECITALS

- A. City and Matlick Enterprises, Inc., dba United Fire Equipment Company ("Contractor") previously entered into a Linking Agreement, Contract No. C-9959, dated May 8, 2015 ("Agreement") pursuant to Tucson Contract No. 130686; and
- B. The Tucson Contract No. 130686 had an initial one-year term beginning April 22, 2013 through April 21, 2014 with the option to extend an additional four (4) years in one-year increments; and
- C. The Tucson Contract, as amended, expires on April 21, 2016; 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 this Agreement is unchanged. All other provisions of the Agreement and any Amendment thereto shall remain in effect in their entirety.
- 3. **Compensation.** Section 3 of the Linking Agreement is hereby modified and amended as follows:

- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed one hundred thousand dollars (\$100,000) annually or three hundred thousand dollars (\$300,000) for the entire term of the Agreement.
4. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor warrants compliance with this section.
5. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

CITY OF GLENDALE, an Arizona  
municipal corporation

\_\_\_\_\_  
Richard A. Bowers, Acting City Manager

ATTEST:

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

APPROVED AS TO FORM:

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

Matlick Enterprises, Inc., an Arizona  
corporation d.b.a. United Fire  
Equipment Company

\_\_\_\_\_  
By: *Paul Fraser*  
Its: **Product Manager**



## Legislation Description

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**File #: 15-756, Version: 1**

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**AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR COOPERATIVE PURCHASE OF TWO VEHICLES FROM MIDWAY CHEVROLET COMPANY I, LLC, DOING BUSINESS AS MIDWAY CHEVROLET**

Staff Contact: Jack Friedline, Director, Public Works

**Purpose and Recommended Action**

This is a request for City Council to authorize the Acting City Manager to enter into a linking agreement with Midway Chevrolet Company I, LLC, doing business as Midway Chevrolet, for the cooperative purchase of two (2) 2016 Chevrolet Caprice Police Patrol Vehicles (PPV) in a total amount not to exceed \$59,472 for the City of Glendale Fleet.

**Background**

The Chevrolet Caprice Police Patrol Vehicles requested for purchase will be paid for by the Vehicle Replacement Fund (VRF).

Midway Chevrolet was awarded a bid by the State of Arizona for Statewide Law Enforcement Vehicles and staff is requesting to utilize the cooperative purchase with Strategic Alliance for Volume Expenditures (SAVE). SAVE is a consortium of local municipalities in which Glendale is a member. Agreement ADSPO13-038803 was awarded on January 4, 2013 and ends on January 3, 2017.

Cooperative purchasing allow counties, municipalities, schools, colleges and universities in Arizona to use a contract that was competitively procured by another governmental entity or purchasing cooperative. Such purchasing helps reduce the cost of procurement, allows access to a multitude of competitively bid contracts, and provides the opportunity to take advantage of volume pricing. The Glendale City Code authorizes cooperative purchases when the solicitation process utilized complies with the intent of Glendale's procurement processes. This cooperative purchase is compliant with Chapter 2, Article V, Division 2, Section 2-149 of the Glendale City Code, per review by Materials Management.

**Analysis**

For fiscal year 2015-16, a total of \$3.5 million is available in the VRF for the purchase of vehicles. Any unexpended balance for the fiscal year will remain in the VRF for future vehicle replacement purchases. The present Police Patrol Vehicle is a Chevrolet Tahoe PPV which saw a significant increase in price this year, so staff is looking at a less expensive vehicle option to test for patrol. The two requested Caprice PPV's will be tested and evaluated for performance, reliability, sustainability and ultimate life cycle cost comparison.

**Previous Related Council Action**

On May 28, 2013, Council adopted resolution No. 4681 New Series to allow continued use of Arizona State cooperative purchasing agreements.

**Community Benefit/Public Involvement**

Purchasing of these vehicles ensure the continued delivery of services provided by city departments.

**Budget and Financial Impacts**

Funding is available in the fiscal year (FY) 2015-16 Vehicle Replacement Fund (VRF).

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$59,472</b>	<b>1120-13610-551450, Vehicle Replacement Fund</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
MIDWAY CHEVROLET**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this        day of        , 20        , between the City of Glendale, an Arizona municipal corporation (the "City"), and Midway Chevrolet Company I, LLC, an Arizona corporation dba Midway Chevrolet ("Contractor"), collectively, the "Parties."

**RECITALS**

- A. On January 4, 2013, under the State of Arizona Cooperative Purchasing Agreement, the State of Arizona entered into a contract with Contractor to purchase the goods and services described in the Statewide Law Enforcement Vehicles Contract, Contract No. ADSPO13-038803 ("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 Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was January 3, 2013, until the date the contract expires on January 3, 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

January 3, 2018. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until January 3, 2017. The City Manager or designee, however, may renew the term of this Agreement for 1 one-year period until the Cooperative Purchasing Agreement expires on January 3, 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 C.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree to a different schedule, as provided in Exhibit D.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed fifty-nine thousand four hundred seventy-two dollars (\$59,472) 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. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

7. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale  
c/o Montana Slack  
6210 West Myrtle Avenue Suite 111  
Glendale, Arizona 85301-1700  
623-930-2621

and

Midway Chevrolet  
c/o Gregg Ball

Glendale, Arizona

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

"City"

City of Glendale, an Arizona  
municipal corporation

By: \_\_\_\_\_

Richard A. Bowers  
Acting City Manager

"Contractor"

Midway Chevrolet Company I, LLC,  
an Arizona corporation dba Midway  
Chevrolet

By: \_\_\_\_\_

Name: Gregg Ball  
Title: Commercial Sales

ATTEST:

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

APPROVED AS TO FORM:

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

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
MIDWAY CHEVROLET**

**EXHIBIT A**

State of Arizona Contract No. ADSP013-038803





### Master Blanket Purchase Order ADSP013-038803

**Header Information**

<b>Purchase Order Number:</b>	ADSP013-038803	<b>Release Number:</b>	0	<b>Short Description:</b>	Statewide Law Enforcement Vehicles
<b>Status:</b>	3PS - Sent	<b>Purchaser:</b>	Lori Noyes	<b>Receipt Method:</b>	Quantity
<b>Fiscal Year:</b>	2013	<b>PO Type:</b>	Blanket	<b>Minor Status:</b>	
<b>Organization:</b>	State of Arizona	<b>Location:</b>	SPO - State Procurement Office	<b>Type Code:</b>	Statewide
<b>Department:</b>	ADSP0 - State Procurement Office	<b>Entered Date:</b>	01/04/2013 04:40:17 PM	<b>Control Code:</b>	
<b>Alternate ID:</b>		<b>Retainage %:</b>	0.00%	<b>Discount %:</b>	0.00%
<b>Days ARO:</b>	0	<b>Release Type:</b>	Direct Release	<b>Pcard Enabled:</b>	Yes
<b>Print Dest Detail:</b>	If Different	<b>Tax Rate:</b>		<b>Actual Cost:</b>	\$0.00
<b>Catalog ID:</b>					
<b>Contact Instructions:</b>	Lori.Noyes@azdoa.gov, 602-542-7144				

**Master Blanket/Contract End Date (Maximum):** 01/03/2018 11:59:59 PM

**Project No.:**  
**Building Code:**  
**Cost Code:**  
**Special Purchase Types:**  
**PIJ NUMBER:**  
**Coop Spend To Date:**  
**Commodity Reference Id:**  
**PO External Doc Type:**

**Agency Attachments:** [PO Terms & Conditions - OLD Solicitation File Restructured Consolidated Contract Document Pricing Contract Administration File Change Order 01 ADSP013-038803.doc](#) [Change Order 02 Summary ADSP013-038803\\_07.16.13.pdf](#) [Change Order 03 Summary ADSP013-038803.pdf](#) [Change Order 04 Summary Change Order No. 5 Midway Change Order 07 - Contract Extension Midway Current Certificate of Insurance Change Order 09 Summary Renewal.pdf](#) [Current Midway Law Enforcement Vehicle Pricing](#)

**Vendor Attachments:**  
**Agency Attachment Forms:**  
**Vendor Attachment Forms:**

**Primary Vendor Information & PO Terms**

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
MIDWAY CHEVROLET**

**EXHIBIT B**  
Award and Rate Sheet

**PURCHASE  
REQUISITION  
WORKSHEET  
CITY OF GLENDALE**  
Materials Management Department  
5850 West Glendale Avenue  
Glendale, Arizona 85301

<b>DEPARTMENT</b> Field Operations	<b>DIVISION</b> Equipment Management	<b>ACCOUNT NO.</b> 1120-13810-551400	<b>DATE</b> August 28, 2015
<b>REQUESTED BY</b> Montana Slack	<b>PHONE</b> x2821	<b>REQUISITION #</b> [REDACTED]	

ITEM	QTY	DESCRIPTION
1	2	2016 Chevrolet Caprice PPV (9C1) with dual LED spot lights and window tinting as quoted on 9/28/15. State Contract # ADSPO13-038803 Estimated Delivery on or before May 1st, 2016

<b>THIS REQUISITION NOT TO EXCEED</b> \$59,471.46	<b>AUTHORIZED DEPARTMENT SIGNATURE(S)</b>	
-CAPITAL OUTLAY- ARE THESE ITEMS INCLUDED IN THE APPROVED LIST OF CAPITAL ITEMS IN THE BUDGET FOR THIS ACCOUNT NUMBER YES [REDACTED] NO [REDACTED]	<b>DIRECTOR/DEPARTMENT HEAD</b>	
	<b>DEPUTY CITY MANAGER</b> FOR PURCHASES EXCEEDING \$50,000	
IF NOT, PLEASE COMPLETE A CAPITAL CHANGE REQUEST FORM AND SEND IT WITH THIS REQUISITION TO THE MANAGEMENT AND BUDGET OFFICE.		
<b>MATERIAL MANAGEMENT SIGNATURE</b> DATE: [REDACTED]	<b>STORES ORDER NO.</b>	<b>P.O. NO.</b>
<b>QUOTATIONS RECEIVED BY:</b> Chris Kinion	<b>DATE:</b>	August 28, 2015

Note: Zea Chevrolet Caprice PPV as growth vehicles.

**Price Breakdown (per unit)**

Base Contract Price	\$25,714.00
Dual LED spot lights	\$1,014.00
Rear Vinyl seat	\$100.10
Aux Battery	\$227.50
Full Size Spare	\$154.70
6 Keys cut	\$136.50
Fleet Maintenance Credit	\$89.60
Window Tint	\$195.00
Sub Total:	\$27,452.20
SALES TAX 8.3%	\$2,278.53
Tire Tax	\$5.00
[REDACTED]	\$29,735.73
<b>GRAND TOTAL:</b>	<b>\$59,471.46</b>

**Vendor**

Midway Chevrolet  
2323 W. Bell Rd  
Phoenix, AZ 85023  
Office: 602-868-0102  
Mobile 602-733-2251  
Contact: Gregg Ball



MIDWAY VEHICLE QUOTE

VEHICLE QUOTE

State Contract #                      ADSP013-038803                      Law Enforcement  
 QUOTE SENT TO:                      Chris Kinion                              City of Glendale  
 DESCRIPTION                              2016 Chevrolet                              Caprice 9C1

QUOTE DATE:                              9/25/2015                              PER ATTACHED SPECS                      \$                      25,714.00

Additional Options

K7X7LED	Dual LED Spots Kerr Equipment	\$	1,014.00
HCQ	Rear Vinyl Seat	\$	100.10
K6S	Aux Battery	\$	227.50
SG8	Full Size Spare	\$	154.70
AMF	6 Keys Cut	\$	136.50
R9Y	Fleet Maintenance Credit	\$	(89.80)
Solar Tint Glass	GM Dealer	\$	198.00

Sub Total	\$	27,452.20
<u>Sales Tax ( 8.3 %)</u>	\$	2,278.63
<u>Tire Tax</u>	\$	5.00

Extended Warranty



Quoted By: Gregg Ball  
 Midway Chevrolet Nissan Isuzu Truck  
 2323 W. Bell Rd.  
 Phoenix, Az, 85023  
[gball@vtak.com](mailto:gball@vtak.com)  
 Call 602-733-2251

Approximate Lead Time  
 6-26 weeks  
 May be units in GM inventory  
 which would reduce order time  
 Stock quotes subject to prior sale

New Vehicle Quotes good through Manufactures current year build dates. Please call with any questions or concerns.

Thank You For the Opportunity!

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
MIDWAY CHEVROLET**

**EXHIBIT C  
Scope of Work**

**PROJECT**

Purchase of new vehicles

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
MIDWAY CHEVROLET**

**EXHIBIT D**

**METHOD AND AMOUNT OF COMPENSATION**

Method of compensation is provided in Section 3 of the Agreement.

**NOT TO EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$59,472 for the entire term of the Agreement.

**DETAILED PROJECT COMPENSATION**

Compensation is for the purchase of two (2) 2016 Chevrolet Caprice Police Patrol Vehicles.



## Legislation Description

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**File #: 15-757, Version: 1**

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**AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH ARIZONA TRAINING & EVALUATION CENTER, INC., FOR OCCUPATIONAL TRAINING AND TEMPORARY STAFFING SERVICES**

Staff Contact: Jack Friedline, Director, Public Works

**Purpose and Recommended Action**

This is a request for City Council to authorize the Acting City Manager to enter into a professional services agreement with Arizona Training & Evaluation Center, Inc., (AZTEC) to provide occupational training and temporary staffing services for the Public Works Department in an amount not to exceed \$35,000 annually. This request also authorizes the City Manager to renew the agreement, at the City Manager's discretion, for an additional four years, renewable on an annual basis in an amount not to exceed \$175,000 over the term of the agreement.

**Background**

AZTEC is an Arizona non-profit corporation whose mission is to provide occupational training to individuals with disabilities. The City of Glendale Materials Recovery Facility (MRF) utilizes individuals from AZTEC to perform quality control inspections of processed and baled newspaper at the MRF prior to sale on the open market. The services that AZTEC provides are one of the driving factors in garnering the maximum revenue possible for baled newspaper sold by the MRF. The ultimate goal of AZTEC for each trainee is competitive placement within the community.

**Analysis**

AZTEC provides a unique service to disabled individuals and the community. Staff reviewed services provided by other agencies services and believe AZTEC can most effectively provide the services needed. This agreement will allow the City of Glendale to continue to partner with AZTEC for occupational training services, while benefiting from their quality control inspections of baled newspaper. The MRF will be the primary user for this agreement which serves over 54,000 Glendale households and other households from neighboring communities.

**Community Benefit/Public Involvement**

This agreement provides a financial benefit to the community because the use of temporary workers for unskilled and semi-skilled labor allows the city to keep staffing expenditures low for solid waste services.

**Budget and Financial Impacts**

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**File #: 15-757, Version: 1**

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Funding is available in fiscal year (FY) 2015-16 MRF operating and maintenance budget. Expenditures with Arizona Training & Evaluation Center, Inc., are not to exceed \$35,000 per FY, and \$175,000 over the term of the agreement, contingent upon Council budget approval.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$35,000</b>	<b>2440-17750-515200, Contracted Temporary Help</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?



**PROFESSIONAL SERVICES AGREEMENT**  
**(Not Construction Related)**  
**WITH ARIZONA TRAINING & EVALUATION CENTER, INC.**

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Arizona Training & Evaluation Center, Inc., an Arizona non-profit corporation, authorized to do business in the State of Arizona, ("AZTEC") as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015 ("Effective Date").

**RECITALS**

- A. City intends to partner with AZTEC to train persons with disabilities in a specific occupational skill to allow such persons to learn job duties associated with materials recycling and waste disposal. This project will benefit the individual and the public and is more fully set forth in **Exhibit A**, Project (the "Project");
- B. AZTEC desires to provide City with a temporary labor force, staffing services and training and oversight of such workers ("Services") as an independent contractor as more fully described in **Exhibit A**, in order to complete the Project; and
- C. City and AZTEC desire to memorialize their agreement with this document.

**AGREEMENT**

The parties hereby agree as follows:

**1. Key Personnel; AZTEC Project Team and Subcontractors.**

1.1 Professional Services. AZTEC will provide all personnel necessary to assure the Services and conducted in a timely and efficiently manner, consistent with the 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 City employees or contractors.

1.2 Project Team.

a. Project Manager.

(1) AZTEC will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, supervise and/or train the temporary workers being provided pursuant to this Agreement and handle all aspects of the Project to ensure all Services provided are consistent with applicable standards as detailed in this Agreement; and

(2) The City must approve the designated Project Manager.

b. Project Team.

(1) AZTEC's Project Manager will have responsibility for and will supervise all other personnel assigned to the Project by AZTEC.

(2) AZTEC will provide sufficient staff, including a "Job Coach," who will assist and oversee the trainees in the performance of their job duties and tasks, for the duration of the Project. Such staff along with the Project Manager will comprise the "Project Team."

c. Discharge, Reassign, Replacement.

(1) AZTEC will not discharge, reassign, replace or diminish the responsibilities of any of its assigned personnel who have been approved by City without City's prior

written consent unless that person leaves the employment of AZTEC, in which event the substitute must first be approved in writing by City.

- (3) AZTEC will change any of the members of the Project Team at the City's request if the performance of any person 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. AZTEC shall not engage any subcontractor for the work or services to be performed under this Agreement.

1.3 Independent Contractor. The personnel being providing by AZTEC to perform the Services described in Exhibit A of this Agreement are providing all such services as independent contractors. Personnel are being provided by AZTEC as temporary, part-time workers and are limited to working less than 30 hours a week. The City will have no liability whatsoever for such workers as employees. AZTEC shall indemnify the City in accordance with Section 8.8 below for any claim or demand based on the theory that the personnel or trainee provided by AZTEC is a City employee.

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. **AZTEC's Work.**

3.1 Standard. AZTEC must perform training and oversight of all persons providing 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. AZTEC warrants that:

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

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

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

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, AZTEC 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, AZTEC 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, AZTEC will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

**4. Compensation for the Project.**

- 4.1 Compensation. AZTEC's compensation for the Project, including those furnished by any subcontractors will not exceed \$35,000.00 per year this Agreement remains in effect, or a total of \$175,000.00 if all renewals periods are exercised as provided in Section 13 herein, and as specifically detailed in Exhibit B ("Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of Services provided herein 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 AZTEC 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 Expenses. City will not reimburse AZTEC for any other out-of-pocket.

**5. Billings and Payment.**

- 5.1 Applications.
  - a. AZTEC 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 AZTEC and its subcontractors; and
    - (2) Unconditional waivers and releases on final payment from all 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 or AZTEC 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. AZTEC will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. AZTEC 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.

7. **Conflict.** AZTEC 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 AZTEC of any other party to this Agreement.

8. **Insurance.** For the duration of the term of this Agreement, Contractor shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Contractor, its agent(s), representative(s), employee(s) and any subcontractors.

8.1 **Minimum Scope and Limit of Insurance.** Coverage must be at least as broad as:

- a. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
- c. **Worker's Compensation:** Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.

8.2 **Other Insurance Provisions.** The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:

- a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Contractor or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.
- b. For any claims related to this Project, the **Contractor's insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.

- 8.3 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Contractor has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.
- 8.4 Waiver of Subrogation. **Contractor hereby agrees to waive its rights of subrogation which any insurer may acquire** from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agent(s) and subcontractor(s).
- 8.5 Verification of Coverage. Within 15 days of the Effective Date of this Agreement, Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Contractor's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.
- Contractor's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Contractor to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.
- 8.6 Subcontractors. Contractor shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.
- 8.7 Special Risk or Circumstances. The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Contractor, the Project or the insurer.
- 8.8 Indemnification.
- a. To the fullest extent permitted by law, AZTEC 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. AZTEC is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

**9. Immigration Law Compliance.**

- 9.1 AZTEC, and on behalf of any subcontractor, warrants to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 9.2 Any breach of warranty under this section is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 9.3 City retains the legal right to inspect the papers of any AZTEC, subcontractor, or employee who performs work under this Agreement to ensure that the AZTEC, subcontractor, or any employee, is compliant with the warranty under this section.
- 9.4 City may conduct random inspections, and upon request of City, AZTEC will provide copies of papers and records of AZTEC demonstrating continued compliance with the warranty under this section. AZTEC agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- 9.5 AZTEC agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon AZTEC and expressly accrue those obligations directly to the benefit of the City. AZTEC also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 9.6 AZTEC's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

**10. Notices.**

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

Donna Ohling  
Arizona Training & Evaluation Center, Inc.  
7400 W. Olive Avenue, Suite 24  
Peoria, AZ 85345  
(623) 412-2888 ext. 126

- 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 Jacob Romero  
6210 W. Myrtle Avenue  
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 AZTEC identifying the designee(s) and their respective addresses for notices.

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

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

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

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

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

12.2 Interpretation.

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

b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

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

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

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

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

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

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

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

14. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between AZTEC and City will be resolved in accordance with **Exhibit C**. The final determination will be made by the City.

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

Exhibit A	Project
Exhibit B	Compensation
Exhibit C	Dispute Resolution

(Signatures appear on the following page.)



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

City of Glendale,  
an Arizona municipal corporation

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

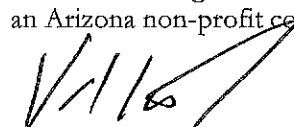
ATTEST:

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

APPROVED AS TO FORM:

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

Arizona Training & Evaluation Center, Inc.,  
an Arizona non-profit corporation

  
\_\_\_\_\_  
By: Dr. Vincent A. Scott  
Its: Executive Director/President

**EXHIBIT A**  
**Professional Services Agreement**

**PROJECT**

Arizona Training & Evaluation Center, Inc., an Arizona non-profit corporation ("AZTEC") is providing occupational trainees to the City of Glendale as temporary, part-time workers for certain tasks associated with the City recycling and waste management operations. This program allows persons with disabilities to learn and develop a specific occupational skill. The ultimate goal for each trainee is competitive placement with either the company providing the training or a similar company within the community.

Under this Agreement, AZTEC will provide trainees the opportunity to learn the job duties previously discussed and agreed upon by both AZTEC and Glendale. It will also provide a job coach to assist and oversee the trainees in the performance of their job duties for the duration of this agreement. Because these trainees are and shall remain independent contractors, AZTEC will ensure that trainees perform agreed upon work tasks and assignments every weekday 8:00 a.m. to 12:00 p.m., but in no instance, will such temporary, part-time laborers work more than 30 hours a week. AZTEC accepts full responsibility for all trainees who work at a Glendale worksite.

Under this Agreement, Glendale will provide trainees and AZTEC staff such assistance necessary to learn all aspects of the position through the designated job coach. The City shall also assist AZTEC in determining progress of each trainee and provide feedback/input on each trainee's performance.

**EXHIBIT B**  
**Professional Services Agreement**

**COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

The City will pay AZTEC for Services rendered on a monthly basis, as provided in Section 5 of the Agreement.

**NOT-TO-EXCEED AMOUNT**

AZTEC's compensation for the Project, including those furnished by any subcontractors will not exceed **\$35,000.00** per year this Agreement remains in effect, or a total of **\$175,000.00** if all renewals periods are exercised as provided in Section 13 herein.

**DETAILED PROJECT COMPENSATION**

AZTEC shall bill the City for the work performed by the trainee on an hourly basis. For each hour worked by the Trainee, Glendale will pay AZTEC the federal minimum wage or the Arizona minimum wage, whichever is higher. Requested wage increases greater than the federal or state minimum wage will be evaluated and/or negotiated between AZTEC and Glendale. Once the City has paid AZTEC for the monthly invoice, it is the sole responsibility of AZTEC to disburse wages to the trainees. At no time will Glendale directly pay the wages to a trainee. Wages are paid based on actual hours worked, not on any promised or expected number of hours.

AZTEC will not bill the City a separate charge for the work performed by its Project Manager or its Job Coach.

**EXHIBIT C**  
**Professional Services Agreement**

**DISPUTE RESOLUTION**

**1. Disputes.**

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

**2. Arbitration.**

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

- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.
- 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.
- 2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
- 2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party will pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, AZTEC 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 AZTEC in accordance with this Agreement.

4. **Exceptions.**

- 4.1 Third Party Claims. City and AZTEC 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 AZTEC.
- 4.2 Liens. City or AZTEC 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 #: 15-759, Version: 1**

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**AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR COOPERATIVE PURCHASE OF THREE REARLOAD TRUCKS FROM FREIGHTLINER OF ARIZONA, LLC**

Staff Contact: Jack Friedline, Director, Public Works

**Purpose and Recommended Action**

This is a request for City Council to authorize the Acting City Manager to enter into a linking agreement with Freightliner of Arizona, LLC, for the cooperative purchase of three (3) rearload trucks in an amount not to exceed \$753,525.

**Background**

The City of Glendale sanitation division of Public Works provides monthly bulk trash collection service to residents, collecting approximately 14,000 tons of material annually. Three existing rearloader trucks have reached the end of their serviceable lifecycle. Replacement rearload trucks are necessary to maintain a high level of customer service to the residents of the City.

Freightliner of Arizona, LLC was awarded a bid process by the State of Arizona and staff is requesting to utilize the cooperative purchase with Strategic Alliance for Volume Expenditures (SAVE). SAVE is a consortium of local municipalities, in which Glendale is a member. ADSP015-093361 was awarded on January 15, 2014 and ends on January 14, 2016, and includes an option to renew the term of the agreement for an additional three years, in one-year periods, allowing the agreement to be extended through January 14, 2019.

Cooperative purchasing allows counties, municipalities, schools, colleges and universities in Arizona to use a contract that was competitively procured by another governmental entity or purchasing cooperative. Such purchasing helps reduce the cost of procurement, allows access to a multitude of competitively bid contracts, and provides the opportunity to take advantage of volume pricing. The Glendale City Code authorizes cooperative purchases when the solicitation process utilized complies with the intent of Glendale's procurement processes. This cooperative purchase is compliant with Chapter 2, Article V, Division 2, Section 2-149 of the Glendale City Code, per review by Materials Management.

**Analysis**

Staff considered an alternative option of refurbishing the rearload trucks in lieu of replacement, but based on the trucks' life, rebuilding the trucks is not an option. Staff determined it is more financially and operationally prudent to replace the trucks.

**Previous Related Council Action**

On June 24, 2014, City Council awarded Request for Proposal (RFP) 14-30 and authorized the purchase of one rearload refuse truck from RWC International, Inc., in the amount of \$227,213.

**Community Benefit/Public Involvement**

Approval of this request will allow for a seamless transition in the fleet without interruption to residential sanitation customers.

By leveraging the economies of scale of this cooperative purchase contract, competitive prices and time savings are realized.

**Budget and Financial Impacts**

Funds for this purchase are available in the FY 2015-16 Capital Improvement Plan (CIP) of the Sanitation Enterprise Fund.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$753,525</b>	<b>2480-78004-551400, CIP Sanitation, Loose Trash Equipment</b>

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
FREIGHTLINER OF ARIZONA, 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 Freightliner of Arizona, LLC, an Arizona limited liability company authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

**RECITALS**

- A. On January 15, 2014, under the State of Arizona Cooperative Purchasing Agreement, the State of Arizona entered into a contract with Contractor to purchase the goods and services described in the Medium and Heavy Duty Cab and Chassis Contract, Contract No. ADSP015-093361 ("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 Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was January 15, 2014, until the date the contract expires on January 14, 2016, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond



January 14, 2019. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until January 14, 2016. The City Manager or designee, however, may renew the term of this Agreement for 3 one-year periods until the Cooperative Purchasing Agreement expires on January 14, 2019. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

2. Scope of Work; Terms, Conditions, and Specifications.
  - A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit C.
  - B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.
3. Compensation.
  - A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree to a different schedule, as provided in Exhibit D.
  - B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed seven hundred fifty-three thousand five hundred twenty-five dollars (\$753,525) 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. 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 Bill Sterling  
6210 W Myrtle Ave, Suite # 111  
Glendale, Arizona 85301  
623-930-2619

and

Freightliner of Arizona, LLC  
c/o Jim Ross  
9899 N. Roosevelt St.  
Tolleson, Arizona, 85353  
480-282-4000

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

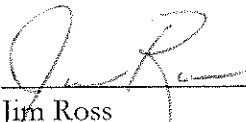
“City”

“Contractor”

City of Glendale, an Arizona  
municipal corporation

Freightliner of Arizona, LLC,  
an Arizona limited liability company

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

By:  \_\_\_\_\_  
Name: Jim Ross  
Title: Truck Sales Manager

ATTEST:

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

APPROVED AS TO FORM:

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

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
FREIGHTLINER OF ARIZONA, LLC**

**EXHIBIT A**

State of Arizona Contract No. ADSPO15-093361  
Medium and Heavy Duty Cab and Chassis



### Master Blanket Purchase Order ADSP015-093361

**Header Information**

<b>Purchase Order Number:</b>	ADSP015-093361	<b>Release Number:</b>	0	<b>Short Description:</b>	Medium and Heavy Duty Cab and Chassis (Freightliner, Western Star)
<b>Status:</b>	3PS - Sent	<b>Purchaser:</b>	Lori Noyes	<b>Receipt Method:</b>	Quantity
<b>Fiscal Year:</b>	2015	<b>PO Type:</b>	Blanket	<b>Minor Status:</b>	
<b>Organization:</b>	State of Arizona	<b>Location:</b>	STRGC - SPO Strategic	<b>Type Code:</b>	Statewide
<b>Department:</b>	ADSP0 - State Procurement Office	<b>Entered Date:</b>	04/21/2015 02:23:25 PM	<b>Control Code:</b>	
<b>Alternate ID:</b>	ADSP014-063242	<b>Retainage %:</b>	0.00%	<b>Discount %:</b>	0.00%
<b>Days ARO:</b>	180	<b>Print Dest Detail:</b>	If Different	<b>Pcard Enabled:</b>	No
<b>Catalog ID:</b>		<b>Release Type:</b>	Direct Release	<b>Actual Cost:</b>	\$0.00
<b>Contact Instructions:</b>	Lori.Noyes@azdoa.gov, 602-542-7144	<b>Tax Rate:</b>			

**Master Blanket/Contract End Date (Maximum):** 01/14/2019 03:59:59 PM

**Project No.:**

**Building Code:**

**Cost Code:**

**Special Purchase Types:**

**PIJ NUMBER:**

**Coop Spend To Date:**

**Commodity Reference Id:**

**PO External Doc Type:**


**Agency Attachments:** [PO Terms & Conditions - OLD Solicitation File ADSP014-00003602.zip](#) [ADSP014-063242 Contract Document.pdf](#) [Submitted Offer - Freightliner.pdf](#) [Submitted Offer Supplemental - Freightliner.pdf](#) [Awarded Vehicle Specs - Freightliner.zip](#) [Medium and Heavy Duty Cab and Chassis Contract Pricing~2.xlsx](#) [Certificate of Insurance Freightliner Change Order No. 1 Contract Amendment No. 2 - Price Adjustment.pdf](#) [Freightliner Current Certificate of WC Insurance Consent to Assignment.pdf](#) [Freightliner Pricing Effective 06.18.2015.xls](#) [Autocar ACMD42 Autocar ACX42 Autocar ACX64 Autocar Always Up](#)

**Vendor Attachments:**

**Agency Attachment Forms:**

**Vendor Attachment Forms:**

**Primary Vendor Information & PO Terms**

**Vendor:**  [000044879 - Freightliner of Arizona LLC](#)  
 Jim Ross  
 9899 W Roosevelt St  
 Tolleson, AZ 85353  
 US  
 Email: [jross@fswaz.com](mailto:jross@fswaz.com)  
 Phone: (623)907-9900

**Payment Terms:** Net 30  
**Shipping Method:** Best Way  
**Shipping Terms:** TBD  
**Freight Terms:** Freight Allowed

**Master Blanket/Contract Vendor Distributor List**

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
000044879	PZ000044879	Freightliner of Arizona LLC	Email	Active

**Master Blanket/Contract Controls**

**Master Blanket/Contract Begin Date:** 04/21/2015 **Master Blanket/Contract End Date:** 01/14/2016  
**Cooperative Purchasing Allowed:** Yes

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	\$0.00	\$0.00	\$0.00

Item Information Change Order in Process

1-5 of 21  
 1 2 3 4 5

**Print Sequence # 1.0, Item # 1:** Medium Duty Cab and Chassis Class 4 (14,001-16,000 lb GVWR). Please refer to pricing listed in file 'Freightliner Pricing - Effective 1.15.14.xlsx' within Attachments. 3PS - Sent

NIGP Code: 072-04  
 Class 4 Trucks (14,001 - 16,000 lb. GVWR)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.00	EA - Each	0.00	\$0.00	7.800%	\$0.00	\$0.00

Manufacturer: \_\_\_\_\_ Brand: \_\_\_\_\_ Model: \_\_\_\_\_  
 Make: \_\_\_\_\_ Packaging: \_\_\_\_\_  
 Project No.: \_\_\_\_\_  
 Building Code: \_\_\_\_\_  
 Cost Code: \_\_\_\_\_



## Contract Change Order Summary

Contract No.: ADSPO14-063242

Change Order No.: 1

Date: November 10, 2014

Arizona Department of  
Administration  
State Procurement Office  
100 N. 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

### Medium and Heavy Duty Cab and Chassis (Freightliner, Western Star)

#### Freightliner Sterling Western Star of Arizona

1. The above mentioned contract is hereby amended as follows:

- \* a. In accordance with Special Terms and Conditions, the term of the contract shall be extended an additional twelve (12) months through 1/14/2016.

**ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED  
ACKNOWLEDGEMENT AND AUTHORIZATION**

This change order shall be fully executed upon the approval electronically in ProcureAZ by an authorized representative of the Contractor and applied to the contract in ProcureAZ by the Procurement Officer or delegate.



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

Contract No: ADSPO14-063242

Description: Statewide Medium and Heavy Duty Cab and Chassis

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**The following documents are not contained physically in this document, but are included by reference and available online in ProcureAZ:**


Special and Uniform Instructions to Offerors ADSPO14-00003602

All Solicitation Attachments

Pricing (all pricing is contained within the line items in ProcureAZ AND in an attached spreadsheet in ProcureAZ Attachments)

Contractor’s Final Proposal Documents (Submitted in response to solicitation ADSPO14-00003602 and included by reference, attached in ProcureAZ)

Solicitation ADSPO14-00003602 as amended, including all attachments and exhibits

	<b>Specifications</b>	<b>State of Arizona</b> <b>State Procurement Office</b> 100 N. 15th Ave, Suite 201 Phoenix, AZ 85007
	Contract No: ADSP014-063242	
	Description: Statewide Medium and Heavy Duty Cab and Chassis	

**1. INTRODUCTION/BACKGROUND**

- 1.1. Pursuant to A.R.S. 41-2501, The Arizona Department of Administration, State Procurement Office (The State) is seeking to establish statewide contract(s) for Medium and Heavy Duty Cab and Chassis necessary to support all State Agencies, Boards and Commissions and participating Cooperative Members (collectively hereinafter referred to as Eligible Agencies). The Special Terms and Conditions provide a more detailed definition of Eligible Agencies. A list of all State Agencies and Cooperative Members may be found on the State Procurement Office's Website. The State intends to award a contract(s) to qualified vendors in accordance with the terms, conditions and provisions set forth herein.
- 1.2. The awarded contract(s) shall replace existing contracts for Medium and Heavy Duty Cab and Chassis. The State desires to enter into a contract(s) with reliable and capable vendors who can; manage multiple agency accounts and delivery points located throughout the State, provide an effective ordering method for contract specific items, has sufficient statewide delivery capabilities, and offers a full, comprehensive line of Medium and Heavy Duty Cab and Chassis. This contract(s) will be used on an as needed basis; the State makes no guarantee as to actual spend under any resultant contract.

**2. GENERAL CONDITIONS AND REQUIREMENTS**

- 2.1. All chassis shall be manufacturer's current models in production throughout the term of this contract and shall be services completed by the Contractor before delivery and ready in all respects for use.
- 2.2. All chassis bid and furnished shall meet requirements of applicable Arizona Motor Vehicle laws and all other Federal Motor Vehicle laws (including the Federal Bridge Formula), whether or not such requirements are specified in detail.
- 2.3. The Contractor shall supply a quote sheet within seven (7) calendar days after receiving request from the eligible agency. See Exhibit 1 for quote sheet example. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options (including line item cost), applicable tax, delivery cost, total price, and point of contact. For vehicles requiring upfit/modifications, all applicable cost shall be included in quotation or as a separate quotation.
- 2.4. Within fourteen (14) calendar days after receipt of a purchase order, Contractor shall provide the eligible agency copies of the manufacturer's factory order numbers, to confirm vehicles have been ordered. If confirmation of manufacturer's factory order numbers is not received within this timeframe the eligible agency has the option to cancel the order and purchase from another source. The eligible agency may charge the extra cost of procuring the vehicles to the original vendor. This shall be considered a mandatory requirement. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract.


**3. CHASSIS MODELS**

The Contractor is encouraged to provide a full line of new Medium and Heavy Duty Cab & Chassis. Contractors shall submit a vehicle specification sheet for each cab & chassis offered, please see Attachment V, Price and Specification Spreadsheet. Eligible Agencies throughout the State will have varying needs. Contractors shall provide a full line of manufactured new vehicles and all subsequent variants of each vehicle; including but not limited to, models and manufacturer options to meet the needs of an eligible agency.

**4. CHASSIS UPFIT/MODIFICATION**

The Eligible Agency may request the awarded Contractor(s) to upfit/modify any cab and chassis for specific organizational needs. For example, a chassis may require a specialized body (i.e.: dump body, landscape body, etc.). Other cab and chassis may require interior and/or exterior modifications per the Eligible Agency's request. The Eligible Agency shall supply all upfit/modification requests to the Contractor. The Contractor shall identify any conditions that apply to the upfit/modification on a quotation to the Eligible Agency for review and acceptance before any work commences.




	<b>Specifications</b>	<b>State of Arizona</b> <b>State Procurement Office</b> 100 N. 15th Ave, Suite 201 Phoenix, AZ 85007
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**5. WARRANTY**

- 5.1. At a minimum, all equipment supplies under these specifications shall be fully warranted by the vehicle manufacturer against mechanical and electrical defects for a minimum of the manufacturer’s warranty from the date of acceptance. This warranty shall cover such items as actual repair labor, parts, and shipping charges to and from the nearest service facility or other designated repair depot. Any defects of design, workmanship or material, shall be fully corrected by the vendor without cost to the eligible agency. The written warranty shall be included with the delivered vehicles to the eligible agency. The warranty terms shall be stated on Attachment II, where indicated.
- 5.2. Contractors are encouraged to provide the State additional warranty packages that exceed the minimum requirements. Additional warranty information shall be included on Attachment II.

**6. CAB AND CHASSIS EQUIPMENT REQUIREMENTS**

- 6.1. **Decals** – Decals or markings of any type pertaining to advertisement other than those installed by the manufacturer such as name and model shall not be attached to any vehicle.
- 6.2. **Fluid Requirements** – Contractor shall be responsible for notifying the eligible agency of special fluid requirements that are necessary to maintain standard and extended warranties and service agreements i.e. transmission fluid, anti-freeze, oils and lubricants that must be Original Equipment Manufacturer (OEM) only.
- 6.3. **Service Requirements** – All vehicles shall be completely assembled, serviced, adjusted and all equipment including standard and optional equipment shall be installed and the units made ready for continuous operation. Servicing requirements shall include, but not limited to, the following:
  - Complete lubrication
  - Checking of all fluid levels to insure that they are filled to the manufacturer’s recommended capacity
  - Full tank(s) of fuel, less delivery fuel
  - Engine adjustment to proper operation condition
  - Tire inflation to correct pressure
  - Checking of all mechanical and electrical operations
  - Checking for any appearance defects
  - Cleaning, removal of all unnecessary tags and stickers, washing if necessary
- 6.4. **Special Paint Requirement** – Eligible agencies may require special paint for some vehicles, i.e., special highway yellow and special eligible agency fleet colors. An increase of no more than thirty (30) days over the required delivery time shall be allowed for this requirement. Contractors shall indicate on Attachment I if there are any quantity requirements or an additional cost for specialty fleet colors. If no information is entered on Attachment I, it will be understood that there is no quantity requirement or additional cost.
- 6.5. **Special Title Requirement** – There may be a requirement for the title on some vehicles purchased to be titled to other than the ordering eligible agency. The State has programs that require equipment purchased from special funds be returned to the State’s communities. These purchases will be made for authorized political subdivisions.
- 6.6. **Tires** – Any spare tire supplied, optional or standard, shall match the OEM tires and wheels contained on the vehicle. Spare tires shall be full size tire and wheel identical to factory OEM.
- 6.7. **Vehicle Equipment Requirements** – All base vehicles offered shall, at a minimum, include the following:
  - All standard factory equipment
  - Automatic transmission
  - Cruise Control
  - Four (4) keys and two (2) keyless entry remotes (if applicable), per vehicle
  - Air conditioning
  - Cloth seats
  - Rear view mirrors on driver and passenger doors

	<b>Specifications</b>	<b>State of Arizona</b> <b>State Procurement Office</b> 100 N. 15th Ave, Suite 201 Phoenix, AZ 85007
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- Standard tint glass, if available

**7. TRAINING MATERIALS AND DIAGNOSTIC TOOLS**

- 7.1. Training shall be provided by the Contractor for equipment supplied upon request from the eligible agency. Training shall be available for maintenance of engine and other mechanical and electrical functions. Training shall be categorized by Operator Training and Service (or Repair) Training and shall be provided according to the description provided in Attachment I.
- 7.2. **Shop Manuals** – Shop manuals shall be provided by electronic, web based and/or hard copy to a requesting eligible agency. If hard copy is available, any costs and ordering mechanisms, such as order forms, shall be indicated on Attachment I.
- 7.3. **Diagnostic Tools/Subscriptions** – The Contractor shall provide a diagnostic scan tool(s), laptop program, and/or yearly subscription for any vehicles offered under this contract for which such device is available, upon request of an Eligible Agency. Cost of initial and any additional diagnostic equipment, yearly subscriptions or programs shall be provided in Attachment I.

**8. EXECUTIVE ORDER 2006-13**

- 8.1. Executive Order 2006-13 shall apply to all State agencies, boards and commissions.
- 8.2. Contractors shall offer all Cab and Chassis that meet the requirements of Executive Order page 3, paragraph E. and/or meet low GHG emission standards. Vehicles that “meet low-GHG emission standards” are vehicles from the EPA Green Vehicle Guide at <http://www.epa.gov/greenvehicles/Index.do;jsessionid=8230dfdfdad59257e15> that have a Greenhouse Gas Score of 8 or higher, or vehicles that operate on propane, liquefied natural gas (LNG), or compressed natural gas (CNG).

**9. MANUFACTURER’S CERTIFICATION**

The Contractor shall submit a current and complete Manufacturer’s Certification form (Attachment IV), stating that the Contractor is the Manufacturer or a Certified Representative of the Manufacturer, for each Manufacturer they represent under a resultant contract. The Manufacturer’s Certification form(s) must be executed by the Manufacturer(s) only, and may not be completed by the Contractor. Dealer agreements shall not be accepted in lieu of a Manufacturer’s Certification.



# Special Terms and Conditions

Contract No: ADSPO14-063242

Description: Statewide Medium and Heavy Duty Cab and Chassis

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## 1. CONTRACT

1.1 Contract. The contract between the State of Arizona and the Contractor shall consist of the solicitation as amended, any requests for clarifications, the offer submitted by the Contractor including any Final Proposal Revisions, and their responses to any requests for clarifications. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the solicitation as amended shall govern. However, the State reserves the right to clarify any contractual requirement in writing, and such written clarification shall govern in case of conflict with the applicable requirements stated in the solicitation as amended or the Contractor's proposal. In all other matters not affected by the written clarification, if any, the solicitation shall govern.

1.1.1 The State's primary contact for this solicitation and resultant contracts shall be the Procurement Officer assigned to the contract and listed in ProcureAZ.

\* 1.2 Contract Term. The contract term shall commence upon award and will continue for one (1) year unless canceled, terminated or extended as otherwise provided herein.

\* 1.3 Contract Extension. The initial contract term is subject to additional successive one-year periods or portions thereof with a maximum aggregate contract term including all extensions not to exceed five (5) years.

1.4 Contract Type. The contract is a firm fixed-price, Percent (%) discount from MSRP.

1.5 Amendments. Any change in the Contract, including but not limited to the Statement of Work described herein, whether by modification or supplementation, must be accomplished by a formal contract amendment or change order approved by and between the duly authorized representatives of the Contractor and the Arizona State Procurement Office. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment to the contract.

1.6 Contract Changes. The State reserves the right to modify this contract as circumstances may require without penalty to fulfill the needs of the State. The Contractor shall be notified prior to any changes in the contract and shall be accomplished by a contract amendment.

1.7 Eligible Agencies. This contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible universities, political subdivisions and nonprofit organizations may participate at their discretion. In order to participate in this contract, a university, political subdivision, or nonprofit educational or public health institution shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes § 41-2632. The contractor may not restrict or compel the use of this contract by an eligible agency.

1.8 Estimated Quantities. The State makes no guarantee or commitment of any kind is made concerning the quantity or monetary value of activity actually initiated and completed.

1.9 Non-Exclusive Contract. This contract has been awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary.

1.10 Compliance with Applicable Laws. The Materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

Contractor represents and warrants to the State that Contractor has the skill and knowledge possessed by members of its trade or profession and Contractor will apply that skill and knowledge with care and diligence so Contractor and Contractor's employees and any authorized subcontractors shall perform the Services described in this Contract in accordance with the Statement of Work.

1.11 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the state or from



## Special Terms and Conditions

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others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the State. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the State.

- 1.12 Acceptance. Determination of the acceptability of goods and services shall be made by the sole judgment of the State. Acceptance criteria shall include, but not be limited to conformity to the scope of work, quality of workmanship and successfully performing all required Tasks. Nonconformance to any of the stated acceptance and performance criteria of both services and or products as required shall result in a delay for payment. Payment shall not be made until nonconformance to the criteria is corrected as determined by the State.
- 1.13 Cancellation. The State reserves the right to cancel the whole or any part of the contract if, at any time during the performance of the Contract, Contractor initiates or is party to actions including, but shall not limited to;
- 1.13.1 Providing personnel that do not meet the requirements of the contract or attempting to impose on the State, personnel of unacceptable quality,
  - 1.13.2 Failure to provide the State with acceptable proof of compliance with prescribed insurance required
  - 1.13.3 Failure in a material way to correct services not in conformance with the Contract or Purchase Orders;
  - 1.13.4 Repeated failure to comply with the requirements of the Contract;
  - 1.13.5 Material disregard of or failure to comply with any applicable Federal, State or Local law, regulation or ordinance
  - 1.13.6 Failure, neglect, or refusal to proceed with the performance of the Contract in a prompt, safe and diligent manner;
  - 1.13.7 Failure to promptly pay all monies due to subcontractors, vendors, or others for materials and services in connection with the Work; and
  - 1.13.8 Attempting to assign this Contract without obtaining the State's prior consent.
- 1.14 Contract Personnel.
- 1.14.1 It is essential that the Contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor shall provide mentally alert, physically fit and qualified individuals to ensure contracted services progress in a safe, orderly and timely manner.
  - 1.14.2 During the course of the contract, the State reserves the right to require the contractor to remove from the project contractor employees found unacceptable by the State. The State may require that the Contractor remove from the Contract employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interests of the State.
- 1.15 Licenses. The contractor shall maintain in current status, all federal, state and local licenses and permits required for the operation of the business conducted by the contractor in performance under this contract.
- 1.16 Appropriation of Funds. Every payment obligation of the Eligible Agency under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the Agency at the end of the period for which funds are available. No liability shall accrue to the Agency or the State of Arizona in the event this provision is exercised, and neither the Agency nor the State shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.



# Special Terms and Conditions

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## 2. USAGE REPORTS

- 2.1 Contractors shall submit a Quarterly Report documenting all contract sales. The proper Usage Report Forms may be found on the State Procurement Office's web site [http://spo.az.gov/Contractor\\_Resources/Admin\\_Fee/](http://spo.az.gov/Contractor_Resources/Admin_Fee/). Any alternate Quarterly Usage Report format shall be approved by the Procurement Officer. If there are no contract sales during a quarter, a Quarterly Usage Report indicating "no contract sales" shall be submitted to satisfy this requirement.
- 2.2 Contractors shall submit the Quarterly Usage Report to the State Procurement Office no later than the last day of the month following the end of each calendar quarter. Usage Reports shall be submitted to the following address:  
  
Arizona Department of Administration  
State Procurement Office  
Attention: "Statewide Contract Usage Report"  
100 N. 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007
- 2.3 The submission schedule for Usage Reports shall be as follows:  
  
July through September (FY Q1)                      Due October 31  
October through December (FY Q2)                  Due January 31  
January through March (FY Q3)                      Due April 30  
April through June (FY Q4)                              Due July 31
- 2.4 Contractor's failure to remit accurate quarterly usage reports in a timely manner consistent with the contract's requirements may result in the State exercising any recourse available under the contract or as provided for by law.
- 2.5 Annual Itemized Spend Report. The contractor shall furnish the State an annual report delineating the acquisition activity under the contract. This report shall be submitted electronically and in a format approved by the State. At a minimum, it shall disclose all purchased items, unit cost, and quantity, as well as, individual purchasing Agency, for all sales transacted within the year. The volume sales report shall be submitted annually 30 days before the end of the contract term.

## 3. CANCELLATION FOR POSSESSION OF WEAPONS ON STATE PROPERTY

This contract may be cancelled if contractor or any subcontractors or others in the employ or under the supervision of the contractor or subcontractors is found to be in possession of weapons. Possession of weapons (firearms, explosive device, knife or blade of more than three inches, or any other instrument designed for lethal or disabling use) is prohibited on State property pursuant to A.R.S. §13-3102. Such property includes State owned or leased office building, yards, parking lots, construction sites or state owned vehicles. Further, if the contractor or any subcontractors or others in the employ or under the supervision of the contractors or subcontractors are asked by an State official to leave the State property and fail to comply with such a request shall result in cancellation of the contract and anyone who refuses, whether armed or not, is subject to prosecution under A.R.S. § 13-1502, 'Criminal trespass in the third degree; classification.'

## 4. CONTRABAND

- 4.1 Any person who takes into or out of, or attempts to take into or out of a correctional facility or the grounds belonging to adjacent to a correctional facility, any item not specifically authorized by the correctional facility shall be prosecuted under the provisions of the Arizona Revised Statutes. All persons, including employees and visitors, entering upon these confines are subject to routine searches of their person, vehicles, property of packages.
- 4.2 DEFINITION - A.R.S. § 13-2501: Contraband means any dangerous drug, narcotic drug, intoxication liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use or possession would endanger the safety, security, or preservation of order in a correctional institution or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e. marijuana, non-prescription medication, etc.)
- 4.3 PROMOTING PRISON CONTRABAND - A.R.S. § 13-2505:



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- 4.3.1 A person, not otherwise authorized by law, commits promoting prison contraband:
  - A. By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
  - B. By knowingly conveying contraband to any person confined in a correctional facility; or
  - C. By knowingly making, obtaining or possessing contraband while being confined in a correctional facility.
- 4.3.2 Promoting prison contraband is a Class 5 felony.

## 5. CURRENT MODELS


All vehicles shall be the manufacturer’s current models in production at the time of delivery. All vehicles shall be new, unused, equivalent in style and quality to those offered to the general public and meet or exceed all specifications and requirements set forth in this solicitation.

## 6. DEALERSHIP, PARTICIPATING SERVICE AND DELIVERY LOCATIONS

- 6.1 The Contractor may submit, at any time during the contract period, new dealership, participating service and delivery locations that will be used as subcontractors for both product deliveries and drive in service centers under the contract. Requests are to be submitted electronically and shall contain:
  - 6.1.1 The dealer or outlet name
  - 6.1.2 Location (physical address)
  - 6.1.3 Telephone/fax numbers and email information
  - 6.1.4 Key personnel at that location
- 6.2 Approval shall be in the form of a bilateral change order in ProcureAZ, and shall become effective on the date the change order is the ‘Sent’ status.

## 7. DELIVERY (MINIMUM)

- 7.1 Delivery location shall be identified on the issuing eligible agency purchase order. Deliveries shall be made within 120 days of receipt of purchase orders, unless factory delays make this impossible. Dealer shall notify the eligible agency of such delays along with revised delivery estimate from factory immediately after it becomes known. If manufacturer has a website available to check order status, this information will be shown in space provided on Attachment I.
- 7.2 All deliveries shall be made Monday through Friday from 8:00 A.M. to 2:00 P.M., unless a time has been agreed upon between the Contractor and eligible agency. The Contractor shall be required to give the ordering eligible agency a minimum of 24 hour notification prior to delivery with the anticipated time of delivery and number of units to be delivered.
- 7.3 All vehicles shall be delivered with four (4) keys and if applicable two (2) keyless entry remotes and a full tank(s) of fuel, less delivery.
- 7.4 The following documents shall be provided upon delivery of the vehicles(s):
  - 7.4.1 M.S.O. (Manufacturer Statement of Origin) that includes the odometer statement
  - 7.4.2 Warranty Document
  - 7.4.3 Manufacturers unaltered invoice
  - 7.4.4 The retail price label must be affixed to the window of all vehicles delivered
  - 7.4.5 Delayed warranty/in-service start request form (if requested by ordering entity)

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**8. EQUIPMENT INSPECTION**

- 8.1 Contractor shall retain title and control of all goods until they are delivered, inspected and accepted. All risk of transportation and related charges shall be the responsibility of the Contractor. The Contractor shall file all claims for visible and concealed damage. The State shall notify the Contractor promptly of any damaged goods and shall assist the Contractor in arranging for inspection.
- 8.2 Each vehicle delivered shall be subject to a complete inspection by the eligible agency prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. Thirty (30) calendar days shall be allowed for this process. If delivered equipment is returned to the Contractor prior to acceptance for any reason, additional periods of thirty (30) calendar days shall be allowed for inspection when subsequent deliveries occur. All corrections shall be made within seven (7) calendar days of reported deficiency. All corrections shall be made without any inconvenience to the State.

**9. EXCISE TAX EXEMPTION**

The State of Arizona and its political subdivisions are exempt from federal excise tax in the case of sales of articles to state agencies or political subdivision for use in the exercise of essential government functions. It is agreed that where articles purchased tax-free under the exemption are used for purposes other than in the exercise of essential functions, or are sold to employees or others, the user shall report such facts to the vendor.

**10. FINANCIAL SOUNDNESS**

- 10.1 The State Procurement Office (SPO) must be notified in writing of any substantial change in the Contractor's financial condition during the term of the Contract. Failure to notify SPO of such a substantial change in financial condition will be sufficient grounds for terminating the Contract.
- 10.2 The State may request the Contractor and any of the Contractor's Subcontractors to provide a certified Statement of Financial Capability or the company's most current financial Statement which has been audited by their outside auditing firm.


**11. IN-SERVICE NOTIFICATION**

Vehicles not placed in service immediately upon receipt shall be warranted from the date the vehicle is placed in service. The eligible agency shall notify the Contractor in writing of the actual in-service date, on forms to be provided for such purpose upon request by the eligible agency.

**12. INDEMNIFICATION CLAUSE**

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

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

	<h2>Special Terms and Conditions</h2>	<b>State of Arizona</b> <b>State Procurement Office</b> 100 N. 15th Ave, Suite 201 Phoenix, AZ 85007
	Contract No: ADSPO14-063242	
	Description: Statewide Medium and Heavy Duty Cab and Chassis	

**13. INSURANCE REQUIREMENTS:**

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

**A. MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

**1. Commercial General Liability – Occurrence Form**

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

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: *“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.”* Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- b. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**2. Business Automobile Liability**

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

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

- a. The policy shall be endorsed to include the following additional insured language: *“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor.”* Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- b. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, as departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- c. Policy shall contain a severability of interest provision.





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### 3. Worker's Compensation and Employers' Liability

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

- a. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractors 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 shall include, or be endorsed to include, the following provisions:

- 1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- 2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

**C. NOTICE OF CANCELLATION:** With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to **the Department** and shall be sent by certified mail, return receipt requested.

**D. ACCEPTABILITY OF INSURERS:** Contractors insurance shall be placed with companies duly 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 or duly authorized to transact Workers’ Compensation insurance in the State of Arizona. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**E. VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

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

All certificates required by this Contract shall be sent directly to **the Department**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

**F. SUBCONTRACTORS:** Contractors’ certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.



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**G. APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.

**H. EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

## 14. INVOICE – BILLING

14.1 All billing notices or invoices shall be sent to the eligible agency whose address appears on the contract release order/purchase order as the 'bill to address' and should contain, at a minimum, the following information:

- 14.1.1 Both the contract number and contract release/purchase order number
- 14.1.2 Name and address of the contractor
- 14.1.3 The contractor's remittance address
- 14.1.4 Contractor's representative to contact concerning billing questions
- 14.1.5 Contractual payment terms
- 14.1.6 Applicable taxes

## 15. LOBBYING

The Contractor shall not engage in lobbying activities, as defined in 40 CFR part 34 and ARS §41-1231, et seq., using monies awarded under this Contract. Upon award of this Contract, the Contractor shall disclose all lobbying activities to the State to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. The Contractor shall implement and maintain adequate controls to assure that monies awarded under this Contract shall not be used for lobbying. All proposed Subcontractors shall be subject to the same lobbying provisions stated above. The Contractor must include anti-lobbying provisions in all Contracts with Subcontractors.

## 16. OPTIONAL EQUIPMENT

All optional equipment and accessories shall be original equipment from the manufacturer and installed at the factory unless otherwise specified.

## 17. ORDERING

- 17.1 Purchase Order Sufficiency. This contract was awarded in accordance with the Arizona Procurement Code and all transactions and procedures required by the code for competitive source selection have been met. A contract release order/purchase order, initiated in accordance with the requirements contained herein, that cites the correct Arizona contract number is the only document required for an Eligible Agency to order and the contractor to deliver the material and /or service. No additional memberships or agreements shall be permitted to use this contract. The contractor may use application type forms but shall only be used to set up accounts.
- 17.2 Non Contract Items. Any attempt to knowingly represent any material and/or service not specifically awarded, as being under contract with the State of Arizona is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
- 17.3 Ordering Support. The Contractor shall provide and maintain applicable toll-free telephone numbers, facsimile numbers, and at least one (1) electronic ordering system (such as e-mail or web based) for Customer usage. Failure to maintain this service may be cause for cancellation of the contract.



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17.4 Order Guides. Contractor shall be responsible for furnishing a copy of the manufacturers order guide, at no charge, upon request by an eligible agency.

17.5 Minimum Orders. No minimum dollar or item count shall be allowed on orders from Eligible Agencies.

17.6 Order Acknowledgement. Contractor shall acknowledge receipt of all Orders. See Specifications Section 2.4 of this document for specific contract requirements.

## 18. OUTRIGHT PURCHASE

The Contractor shall be authorized to sell vehicles on an outright purchase basis only. No financing or installment payments are a part of this agreement. Title shall transfer to the eligible agency at the time of acceptance, or when the vehicle(s) is accepted at the eligible agency's site.

## 19. PANDEMIC CONTRACTUAL PERFORMANCE

19.1. The Contractor shall have a plan that illustrates how the contractor shall perform up to contractual standards in the event of a pandemic. The state may require a copy of the plan at any time prior or post award of a contract. At a minimum, the pandemic performance plan shall include:

- Key succession and performance planning if there is a sudden significant decrease in contractor's workforce;
- Alternative methods to ensure there are products in the supply chain; and
- An up to date list of company contacts and organizational chart.

19.2. In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the following rights:

- After the official declaration of a pandemic, the State may temporarily void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms;
- The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the director as per § 41-2537 of the Arizona Procurement Code; and
- Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided contract(s).

19.3. The State, at any time, may request to see a copy of the written plan from the contractor. The contractor shall produce the written plan within 72 hours of the request.

## 20. PRICING

20.1. For the purpose of this contract, "MSRP" shall be defined as an acronym for the Manufacturer's Suggested Retail Price. It represents the Manufacturer's recommended retail selling Price, list Price, published Price, or other usual and customary Price that would be paid by the purchaser for specific commodities and contractual services. It must be available and verifiable by the State.

20.2. Medium and Heavy Duty Cab and Chassis and Available Options. All pricing shall be a percentage off MSRP. Pricing shall include the following: all profit, administrative charges, Dealer preparation charges, environmental fees, title application and registration fees, plate transfer fees, handling charges, shipping charges, and any other charges or fees necessary to deliver the base vehicle according to the specification, exclusive of taxes. Shipping charges shall be defined as the delivery cost for each vehicle within the county in which the Contractor is located.

20.3. Delivery. Delivery costs for each county outside the county in which the dealer is located shall be indicated on Attachment I. There shall be no delivery charges for vehicles delivered within the county in which the Contractor is located.

20.4. Supplemental Pricing – All Inclusive. Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Statement of Work and all aspects of the Contractor's offer as accepted by the State. Details of service not explicitly stated in the Statement of Work or in the Contractor's Offer, but necessarily a part of, are deemed to be



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understood by the Contractor and included herein. All administrative, reporting or other requirements, all overhead costs and profit and any other costs towards the accomplishment of the requirements in this Contract are included in the pricing provided.

- 20.5. Pricing for any additional products or services shall be in accordance with the information provided in Attachment I (Supplemental Pricing Information), Attachment V (Pricing and Specifications Spreadsheet) and line items in ProcureAZ.
- 20.6. **Price Adjustment.** A fully documented request for a price increase shall be based on the annual OEM model year change.
- 20.6.1. The State reserves the right to review a request for price increase due to model year change at any time during the term of the contract. The written request from the Contractor shall provide justification for the increase. If requested at any other time other than contract renewal, the request shall include written documentation for the manufacturer stating the availability of the new model year vehicles.
- 20.6.2. All written requests for price adjustments made by the Contractor shall be initiated thirty (30) days in advance of any desired price increase to allow the State sufficient time to make a fair and equitable determination to any such requests. This may be waived upon proper documentation demonstrating the urgency of the request.
- 20.6.3. All price adjustments will be implemented by a formal contract change order. The State shall determine whether the requested price increase or an alternate option is in the best interest of the State.
- 20.7. **Price Reductions.** Price reductions may be submitted to the state for consideration at any time during the contract period. The contractor shall offer the state a price reduction on the contract product(s) concurrent with a published price reduction made to other customers. The state at its own discretion may accept a price reduction. The price reduction request shall be in writing and include the following;
- Documentation, i.e., published cost lists, from the manufacturer showing, to the satisfaction of the state, the actual cost reduction.
  - Documentation showing that the published cost reductions have been offered to other distributors.
  - Sales promotions requests shall include difference in pricing, begin and end date of promotion along with the products covered.
- 20.8. **Sales Promotions.** In addition to decreasing contract pricing in accordance with the provision entitled Price Reduction, the Contractor may conduct sales promotions involving specific products or groups of products specified herein for specified time periods. If electing to exercise this provision, the Contractor shall submit:
- 20.8.1. A formal request that identifies the affected contract product or product groups
- 20.8.2. The promotional price vs. the existing contract price
- 20.8.3. The start and end date of the sales promotion
- Approval shall be in the form of a contract amendment. Pricing shall be available to all eligible agencies through the dates specified in the request. Upon approval the Contractor shall provide conspicuous notice of the promotion.
- 21. PRODUCTS**
- 21.1. **Product Removal.** The contractor shall not cancel or remove products without prior approval of the State. The contractor shall provide an equal or acceptable replacement approved by State if available.
- 21.2. **Product Discontinuance.** In the event that a product or groups of products are discontinued by a manufacturer, written notice shall be submitted to the State within 5 business days of notification from manufacturer. The State at its sole discretion may allow the Contractor to provide replacements for the discontinued product(s) or allow the deletion of such products from the contract. Approval shall be in the form of a contract amendment or change order and shall become effective upon execution of the amendment or change order, unless otherwise stated. Upon approval by the



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State, the Contractor shall make available all electronic and hard catalog/price list updates to all eligible at no additional cost to the State. The request may be submitted at any time during the contract period and shall be supplemented with the following information. Failure to supply any of the following information with the request may result in the State not considering the request.

- A formal announcement or documentation from the manufacturer stating that the product(s) have been discontinued.
- Documentation describing any replacement product providing clear evidence that the replacement product(s) meets or exceeds the specifications of the discontinued product(s) while remaining in the same product group(s) as the discontinued item, and;
- Documentation confirming that the price for the replacement product(s) is equivalent or less than the discontinued item.

21.3. New Products. The State, at its sole discretion, reserves the right to include additional products or product categories that are within the Specifications and in the best interest of the State. The request may be submitted at any time during the contract period and shall be supplemented with the information below. Approval(s) shall be in the form of a contract amendment or change order and shall become effective on the date specified in the amendment or change order. Upon approval by the State, the contractor shall make available all catalog/price list updates to all eligible agencies at no additional cost to the State. Pricing shall be in line with current contract pricing. Contractor's request for new products shall include the following information;

21.3.1. A formal announcement from the manufacturer stating that the product(s) are new and were not available at the time of contract award.

21.3.2. Documentation from the manufacturer that cites the effected products by item number and description.

21.3.3. Documentation that provides clear evidence that the new products are those that are within an established contract group. **NO OTHER PRODUCTS SHALL BE ALLOWED.**

21.3.4. That States prices at which sales are currently or were last made to a significant number of any categories of buyers or buyers constituting the general buying public for the materials or services involved and that will be sold at the existing discount (percent %) from list price as existing products.

21.4. Warranty. All equipment supplied under these specifications shall be fully warranted by the vehicle manufacturer against mechanical and electrical defects for a minimum period of 36 months from the date of acceptance. This warranty shall cover such items as actual repair labor, parts, and shipping charges to and from the nearest service facility or other designated repair depot. Any defects of design, workmanship or material, shall be fully corrected by the vendor without cost to the Eligible Agency. The written warranty shall be included with the delivered vehicles to the Eligible Agency.

21.5. Forced Substitutions. Forced substitutions shall not be allowed. The contractor shall obtain prior written approval from the Eligible Agency before any substitution may be made for an out of stock item.

21.6. Recall Notices. In the event of any recall notice, technical service bulletin, or other important notification affecting a vehicle purchased from any resultant contract, a notice shall be sent to the eligible agency listed on each applicable purchase order. Each notice shall reference the affected purchase order and vehicle identification number. **The contractor shall provide and retrofit at no cost to the State all vehicles purchased under this contract with vehicle safety enhancements as a result of the recall.**

## 22. SUBCONTRACTS

22.1. Subcontractor Approval. Supplemental to the Uniform Terms and Conditions, Section 5.2, Subcontracts, Contractor shall not enter into any Subcontract under this Contract, for the performance of services under this Contract, without the advance written approval of the Procurement Officer. The contractor shall submit a formal written request on company



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letterhead and including an Attachment III, Proposed Subcontractors, or a document containing the information requested in Attachment III.

- 22.2. With the request, Contractor shall certify that all Subcontracts incorporate by reference the terms and conditions of this Contract. The issuance of subcontracts shall not relieve Contractor of any of its obligations under the Contract, including, among other things, the obligation to properly supervise and coordinate the work of subcontractors performing for the Contractor under this Contract. Nothing contained in any subcontract shall create a contractual relationship between any subcontractor and the State.

### 23. TRAINING QUALITY ASSESSMENT

If determined by the eligible agency that training was insufficient and did not meet all requirements of the contract, the Contractor must conduct additional training at the same location and at the Contractor's expense. Scheduling of any repeated classes shall be coordinated through the requesting eligible agency.

### 24. VEHICLE DOCUMENTATION

The Contractor shall include in each vehicle an owner, operator and maintenance manual. This shall include all standard manufacturer literature normally furnished with the purchase of a new vehicle at the time of delivery.

### 25. VEHICLE CONTRACTS PHASE I AND PHASE II (INCLUDING PURCHASES FROM STOCK)

25.1. The State of Arizona shall continue to have two-phase contracts for vehicles. The intent of the two-phase contract is to allow eligible agencies vehicle contract coverage for a full 12-month period.

25.2. Phase I shall take effect upon award of this Invitation for Bid and shall expire on the factory cut-off date.

25.2.1. The Contractor shall notify the State of a contracted vehicle's Production Cut-off date in writing and received by the contract administrator no later than thirty (30) calendar days prior to the effective date of the Production Cut-off. In the event the Manufacturer should give less than thirty (30) calendar days' notice of a Production Cut-off to the Contractor, the Contractor shall notify by telephone, email or letter, the Contract Administrator no later than the next business day. When available, the Contractor agrees to immediately provide copies of the Manufacturer's notice of Production Cut-off to the Contract Administrator upon request.

### 26. VEHICLE PRICING-PHASE II (PURCHASES FROM STOCK)

26.1. Purchases from dealer's stock may occur at any time during the contract, including during Phase II, which shall be effective upon the expiration date of Phase I and shall expire upon the award of the succeeding year vehicle contract.

26.2. Eligible agencies have historically purchased many vehicles during the Phase II portion of the contract. It is imperative that bidders/contractors view this portion of the contract as a Contractual Requirement.

26.3. Vehicles in the Phase II/purchase from stock portion of the contract shall be priced as follows:

26.4. The Phase II, or purchase from stock, contract price for the vehicles shall be the dealers cost as shown on the manufacturer's invoice for the vehicle in question, less the manufacturer's bid assistance available for that model/power-train combination plus dealer margin for the applicable contract item number. Contractor shall provide a copy of manufacturer's invoice to the ordering eligible agency. The manufacturer's invoice shall be unaltered to include original pricing from the manufacturer. Failure to price in this manner may be cause for contract cancellation. **Transportation costs to transfer a vehicle from another dealer for a Phase II or purchase from stock may be added to the cost of the vehicle. The justification for this cost is at the discretion of the ordering eligible agency.**

### 27. FEDERAL TERMS

**THE FOLLOWING SPECIAL TERMS AND CONDITIONS SHALL APPLY TO PURCHASES OF ANY VEHICLES PROCURED WITH FEDERAL FUNDS**



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**27.1. BUS TESTING** The Contractor (Manufacturer) agrees to comply with 49 U.S.C. §5323 (C) and FTA 's implementing regulation at 49CFR Part 665 and shall perform the following:

Manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which shall be prior to the recipient's final acceptance of the first vehicle.

A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.

If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to the recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such vehicle and the details of that vehicle's configuration and major components.

## 27.2 BUY AMERICA

The Contractor agrees to comply with 49 U.S.C. 5323 (j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7 and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

An Offeror may be required to submit an appropriate Buy America certification if federal funds are utilized to procure products and/or services under the contract.

## 27.3 CARGO PREFERENCE REQUIREMENTS

The Contractor agrees:

To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the Preceding Paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)

To include these requirements in all subcontracts issued Pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

## 27.4 CIVIL RIGHTS



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The Contractor is required to comply with Executive Order 99-4 “Non-Discrimination in Employment by Government Contractors and Subcontractors,” which is hereby included in its entirety by reference and considered a part of this Contract.

The Contractor is required to comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, Title 49, Code of Federal Regulations, Part 21 through Appendix H and Title 23 CFR 710.405 (b) are made applicable by reference and are hereinafter considered part of this Contract.

The Contractor is required to comply with the provisions of Executive Order 11246, entitled “ Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). Said provisions are made applicable by reference and are hereinafter considered a part of this Contract.

## 27.5 CLEAN AIR

The Contractor agrees to:

Comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §~ 7401 et.seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

Include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

## 27.6 CLEAN WATER

The Contractor agrees to:

Comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et ~g.

To report each violation to the Purchaser and understands and agrees that the Purchaser shall, In turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office.

To include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

## 27.7 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

**Overtime Requirements:** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**Violation; liability for unpaid wages; liquidated damages:** In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.





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**Withholding for unpaid wages and liquidated damages:** The grantee or recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

**Subcontractors:** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

**Payrolls and basic records:** Relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or cost anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any cost reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

## 27.8 ENERGY CONSERVATION


The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

## 27.9 FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

## 27.10 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1 C, dated May 1, 1995, are hereby incorporated by reference. Anything, to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests, which would cause (name of grantee) to be in violation of the FTA terms and conditions.

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**27.11 LOBBYING RESTRICTIONS**

Contractors who apply or bid for an award of \$100,000.00 or more shall file the certification required (ATTACHMENT ASSIGN NUMBER) by 49CFR part 20, "New Restrictions of Lobbying". Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contracts on its behalf with non-Federal funds with respect to the Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

**27.12 NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**27.13 PRE-AWARD AND POST- DELIVERY AUDIT REQUIREMENTS**

The contractor agrees to comply with 49 U.S.C. § 5323 (1) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the offeror certifies compliance with Buy America, it shall submit documentation, which lists:

Component and sub-component parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs.

The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

Solicitation Specification Requirements: The contractor shall submit evidence that it will be capable of meeting the bid specifications.

Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit:

Manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or;

Manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

**27.14 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENT OR RELATED ACTS**

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §~ 3801 et seq. And U.S. DOT regulations, "Program Fraud Civil Remedies," "49 C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for



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which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under authority of 49 U.S.C. ~ 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. §5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.


### 27.15 PRIVACY ACT

The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5U.S.C. § 552a. Among other things, the contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

### 27.16 STATE AND LOCAL LAW DISCLAIMER

The use of many of the suggested clauses are not governed by Federal Law, but are significantly affected by State Law. The language of the suggested clauses may need to be modified depending on state law, and that before the suggested clauses are used in the grantees procurement documents, the grantees should consult with their local attorney.

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**Version 9 (Revised 7-1-2013)**

**1. Definition of Terms**

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

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

**2. Contract Interpretation**

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



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- 2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
- 2.3.1. Special Terms and Conditions;
  - 2.3.2. Uniform Terms and Conditions;
  - 2.3.3. Statement or Scope of Work;
  - 2.3.4. Specifications;
  - 2.3.5. Attachments;
  - 2.3.6. Exhibits;
  - 2.3.7. Documents referenced or included in the Solicitation.
- 2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

### 3. Contract Administration and Operation

- 3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by



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the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

- 3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract (“Intellectual Property”), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.
- 3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 3.10 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 3.11 Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

#### 4. Costs and Payments

- 4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3. Applicable Taxes.
  - 4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

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4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

- 4.5.1. Accept a decrease in price offered by the contractor;
- 4.5.2. Cancel the Contract; or
- 4.5.3. Cancel the contract and re-solicit the requirements.

## 5. Contract Changes

5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

## 6. Risk and Liability

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

### 6.2. Indemnification

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



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6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."

6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

## 6.4. Force Majeure.

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

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

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

## 7. Warranties

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

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





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- 7.2.1. Of a quality to pass without objection in the trade under the Contract description;
  - 7.2.2. Fit for the intended purposes for which the materials are used;
  - 7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
  - 7.2.4. Adequately contained, packaged and marked as the Contract may require; and
  - 7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
  - 7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
  - 7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
  - 7.5. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
  - 7.6. Survival of Rights and Obligations after Contract Expiration or Termination.
    - 7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
    - 7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.
- 8. State's Contractual Remedies**
- 8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
  - 8.2. Stop Work Order.
    - 8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
    - 8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
  - 8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
  - 8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code,



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or pursue any other right or remedy available to it.

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

## 9. Contract Termination

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

9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

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

### 9.5. Termination for Default.

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

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

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

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

## 10. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and



## Uniform Terms and Conditions

Contract No: ADSPO14-063242

Description: Statewide Medium and Heavy Duty Cab and Chassis

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

rules adopted thereunder.

### 11. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

### 12. Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15<sup>th</sup> Avenue, Suite 201, Phoenix, Arizona, 85007.



# Exhibit A

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

Contract No: ADSPO14-063242

Description: Statewide Medium and Heavy Duty Cab and Chassis

## Quote Sheet State of Arizona Contract Medium and Heavy Duty Cab and Chassis

DATE:	
CUSTOMER:	
State Contract Number:	ProcureAZ Line Item Number:
Vehicle Description: Make, Model, Vehicle Code, And Trim Level	
Base Vehicle Price	\$
Manufacturer Options Upgrades or Upfit/Modifications Requirements	
1.	\$
2.	\$
3.	\$
4.	\$
5.	\$
6.	\$
7.	\$
8.	\$
9.	\$
10.	\$
\$	<b>Subtotal (Including Destination and Options)</b>
\$	<b>Upfit/Modification Requirements</b>
\$	<b>SALES TAX</b>
\$	<b>TIRE TAX</b>
\$	<b>DELIVERY FEE</b>
\$	<b>TOTAL DELIVERED PRICE</b>



## END OF DOCUMENT

Contract No: ADSPO14-063242

Description: Medium and Heavy Duty Cab and Chassis

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

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**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
FREIGHTLINER OF ARIZONA, LLC**

**EXHIBIT B**  
Award and Rate Sheet



# Offer and Acceptance

Contract No: ADSP014-063242

Description: Statewide Medium and Heavy Duty Cab and Chassis

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

## OFFER

TO THE STATE OF ARIZONA:

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

FREIGHTLINER STERLING  
WESTERN STAR OF ARIZONA

Company Name

9899 N. ROOSEVELT ST

Address

TOLLESON AZ 85353

City

State

Zip

[Signature]  
TIM ROSS

Signature of Person Authorized to Sign Offer

Printed Name

TRUCK SALES

Title

Phone: 480-282-4000

Fax: 480-282-4059

TROSS@FSWAZ.COM

Contact Email Address

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

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

## ACCEPTANCE OF OFFER

The Offer is hereby accepted.

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

This Contract shall henceforth be referred to as Contract No. ADSP014-063242

The effective date of the Contract shall be: JANUARY 15, 2014

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

State of Arizona  
Awarded this 9 day of JANUARY 2014

[Signature]  
Procurement Officer



**SALES AGREEMENT**

DATE 10/26/2015

9899 W Roosevelt St  
Tolleson, AZ 85353  
PH 623-907-9900  
Fax 623-907-6403

1230 S Akimel Ln  
Chandler, AZ 85226  
PH 480-282-4000  
Fax 480-282-4059

5650 E Travel Plaza Way  
Tucson, AZ 85756  
PH 520-514-5018  
Fax 520-514-5900

PURCHASER NAME City of Glendale

STREET ADDRESS 6210 W. Myrtle Ave.

CITY Glendale STATE AZ ZIP 85301

PHONE 623-930-2621 FAX 623-915-3123

NEW or USED	<b>NEW</b>	SALESMAN		<i>Jross</i>
YEAR	<b>2016</b>	MAKE	<b>Autocar</b>	MILEAGE
MODEL	<b>ACX64</b>	COLOR	<b>White</b>	SERIAL NO. <b>TBD</b>
<b>SPECIFICATIONS:</b>		BODY:	HEIL 27 yd PT Commercial REL.	
ENGINE	Cummins ISL9	VIN	TBD	
ENGINE BRAKE	No	EQUIPMENT		
TRANSMISSION	Allison 4500RDS 5 speed			
RATIO	5.29			
FRONT AXLE	18,000#		Includes Dual A/C System	
REAR AXLE	40,000#			
REAR SUSPENSION	HMX-40		State Contract# ADSP015-093361	
FRONT WHEEL	22.5X9.00" Steel			
TIRE SIZE	315/80R22.5		Delivery in approximatley 120 Days.	
REAR WHEEL	22.5X8.25" Steel			
TIRE SIZE	11R22.5		See attached Autocar Vehicle Specifications	
WHEEL BASE	215		for more details.	
5TH WHEEL	N/A			
FUEL TANKS	75 Gal		Warranty- 5yr Engine and Aftertreatment	
EXHAUST	Vertical		5 yr Allison. 5yr Hell Cylinder	
BRAKES	Air			
INTERIOR	Standard			
SLEEPER	N/A			
FAIRINGS	N/A			
PAINT	One Color			
<b>CASH SALE PRICE</b>		\$221,679.00	<b>USED TRUCK TRADE-IN</b>	
<b>FEDERAL EXCISE TAX</b>			<b>MAKE OF TRADE-IN</b>	
<b>STATE SALES TAX</b>		\$17,290.96	<b>YEAR</b> <b>MODEL</b> <b>BODY</b>	
<b>LICENSE FEE (ESTIMATED)</b>			<b>MVI OR SERIAL NO.</b>	
<b>ARIZONA TIRE TAX</b>			<b>BALANCE OWED TO</b>	
<b>FREIGHT</b>		\$3,700.00	<b>ADDRESS</b>	
<b>DOCUMENT FEE</b>				
<b>WARRANTIES</b>		\$8,505.00		
<b>1. TOTAL PURCHASE PRICE</b>		\$251,174.96	<b>USED TRADE-IN ALLOWANCE</b>	
<b>2. DOWN PAYMENT consisting of:</b>			<b>BALANCE OWED ON TRADE-IN</b>	
<b>CASH</b>			<b>DEPOSIT OR CREDIT BALANCE</b>	
<b>TRADE-IN DEPOSIT OR CREDIT BALANCE</b>				
<b>3. UNPAID CASH BALANCE DUE ON DELIVERY</b>		\$251,174.96	<b>REMARKS</b>	
Customer, please read and sign Page 2 of this Agreement.				
This order is for a custom-built truck and is non-cancelable. Deposit is non-refundable. Truck change orders must be received 85 business days prior to scheduled production.				
Delivery is anticipated on or about				
PURCHASER'S SIGNATURE		Date	DEALER OR HIS AUTHORIZED REPRESENTATIVE	





## *ACX64 Class 8*

Freightliner of Arizon, LLC  
9899 W. Roosevelt St.  
Tolleson, AZ 85353

Prepared By : James Ross  
480-282-4014  
jross@fswaz.com

Prepared For : MONTANA SLACK  
CITY OF GLENDALE

Monday, October 26, 2015 11:20:11 AM EST

Prepared By James Ross  
 Quote Id : QAUDTUN63  
 Phone : 480-282-4014  
 Quote Number : Q0024410

Prepared For Montana Slack  
 City of Glendale

10/26/2015

## ***GAWR, GVWR & Tire Pressure***

<b>GVW Rating -- 58,000#</b>			
<b>Front GAWR</b>	<b>18,000#</b>	<b>Rear GAWR</b>	<b>40,000#</b>
Front Suspension	18,800#	Rear Suspension	40,000#
Front Wheels	20,000#	Rear Wheels	59,100#
Front Tire Size And Tread	20,400#	Rear Tire Size And Tread	48,000#
Front Brakes	20,000#	Rear Brakes	46,000#
Front Axle	18,000#	Rear Axle	40,000#
<b>PSI</b>			
Front PSI	125.0	Rear PSI	90.0

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## Vehicle Specification

		Description	Front Weight	Rear Weight	Price
<b>AUTOCAR TRUCKS</b>					
O	ENG0001	ENGINEERING GROUP IDENTIFIER	AUTOCAR ENGINEERING	0	0
S	0040002	MODELS	ACX64	10,431	6,139
S	5000001	CAB SHELL	SINGLE LEFT HAND DRIVE CAB	0	0
O	100U001	CUSTOMER TYPE	MUNICIPAL	0	0
<b>VEHICLE ADAPTATION</b>					
S	114010	COUNTRY OF USE	UNITED STATES STD MARKET ADAPTATION	0	0
<b>SOLUTION</b>					
O	C04001	BODY COMPANY	HEIL	0	0
O	C01003	APPLICATION	REFUSE - LANDFILL	0	0
O	C02003	BODY TYPE	REAR END LOADER	0	0
O	C03002	TERRITORY	WEST COAST	0	0
O	C06103	BODY STYLE	HEIL FORMULA 4000 AND PT1000	0	0
O	C05028	TOTAL BODY CAPACITY - BODY/HOPPER	28 YARD	0	0
O	C070001	FUEL SYSTEM TYPE	DIESEL	0	0
O	C080001	REAR SUSPENSION TYPE	STD/BEAM TYPE REAR SUSPENSION	0	0
O	C090003	AXLE QUANTITY	3 AXLE	0	0
O	D010180	FRONT GAWR	18000 LBS	0	0
O	D020400	REAR GAWR	40000 LBS	0	0
O	D100580	GVWR	58000 LBS	0	0
<b>ENGINE</b>					
S	1580001	ENGINE VOCATION	COMMERCIAL - DOMESTIC (DOT)	0	0
S	1010069	ENGINE ASSY	I5L9 '13 345HP / 2100RPM / 1150 LB-FT, CUMMINS	0	0
S	4460001	FUEL TYPE	ULTRA-LOW SULPHUR DIESEL FUEL REQUIRED	0	0
S	972A001	SPECIAL EMISSION CERTIFICATION LABELS	50 STATE - CALIFORNIA CLEAN IDLE CERTIFIED (DIESEL)	0	0
<b>ENGINE EQUIP</b>					

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S	128071	ENGINE CONTROL SPECIFICATIONS	DEFAULT SPECS	0	0
S	1290001	ENGINE ELECTRONICS	CUMMINS DIESEL, W/PARKED MANUAL REGEN INITIATE SWITCH	0	0
S	132034	ENGINE PROTECT SYSTEM/WARNINGS	AUDIBLE/VISUAL ALARM/LOP, HT, LWL	0	0
S	4380003	FILTER-FUEL, CHASSIS MOUNTED	PLEETGUARD FS 1003 F/W SEPARATOR W/PROBE & DASH LIGHT	0	0
S	1700001	FILTER-FUEL, ENGINE MOUNTED	SECONDARY SPIN-ON FILTER, REMOTE MTD.	0	0
S	1750001	ENGINE OIL	STANDARD ENGINE OIL	0	0
S	2000004	RADIATOR	1300 SQ. IN., 2-ROW HIGH CAPACITY ALUMINUM	0	0
S	2080001	FAN & DRIVE-ENGINE	2-SPEED FAN	0	0
S	2090001	RADIATOR COOLANT	EXTENDED LIFE COOLANT	0	0
S	2120001	RADIATOR SURGE TANK	SURGE TANK WITH REMOTE FILL	0	0
S	2200001	AIR CLEANER	15" ONE STAGE EPG CLEANER DONALDSON	0	0
S	226001	AIR INTAKE RAIN CAP	BLACK, HOOD TYPE	0	0
S	2300006	MUFFLER SYSTEM	HORZ DPF W/ RH VERTICAL SCR	0	0
S	2310003	EXHAUST SHIELDS	DPF & SCR SHIELDS	0	0
S	2320003	EXHAUST STACKS	VERTICAL DIFFUSER, SINGLE STAINLESS STEEL	0	0
S	2390003	UREA DELIVERY SYSTEM	LH FRAME MOUNTED, 10 GAL. CAPACITY	0	0
S	5300001	ENGINE/EXHAUST COVER	ALUM TURBO/EXHAUST PIPE DEBRIS SHIELD	0	0
S	700026	AIR COMPRESSOR	CUMMINS WABCO 18.7 CFM COMPRESSOR	0	0
S	8200003	STARTING MOTOR	DELCO REMY 12V 39 MT W/OCF	0	0
O	802115	ALTERNATOR	DELCO REMY 12V 145AMP 22SI	0	0
S	P010065	VEHICLE GOVERNED SPEED LIMIT	SPEED LIMIT 65MPH	0	0
S	P020001	ENGINE IDLE SHUT DOWN	ENGINE IDLE SHUT DOWN ENABLED ( 5 MINUTES )	0	0
S	P030001	CRUISE CONTROL PARAMETER	CRUISE CONTROL ENABLED	0	0
S	P110000	PTO REGEN INHIBIT THRESHOLD	PTO REGEN INHIBIT THRESHOLD = 0 MPH	0	0
O	P641500	RPM PTO MODE	1500 RPM MAX IN PTO	0	0
S	P701200	PTO SET SWITCH	PTO SET SWITCH = 1200 RPM	0	0
S	P711000	PTO RESUME SWITCH	PTO RESUME SWITCH = 1000 RPM	0	0

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S	P730500	PTO RAMP RATE INCREMENT	PTO RAMP RATE INCREMENT = 500 RPM	0	0
S	P830000	IGNORE VSS IN PTO MODE	IGNORE VSS IN PTO MODE = DISABLED	0	0

**TRANSMISSION**

S	2580003	VOCATION	RDS REFUSE - VOC 400-XXX	0	0
S	2690014	CONTROL MODULE (ELECT)	REFUSE W/ AUTO-NEUTRAL, VP142	0	0
S	26A0001	TRANSMISSION SHIFT SCHEDULE	PRIMARY PERFORMANCE / SECONDARY ECONOMY	0	0
S	27P0000	TRANSMISSION RETARDER AUDIBLE ALARM	NO TRANSMISSION RETARDER AUDIBLE ALARM	0	0
O	2700028	TRANSMISSION	ALLISON 4500 SERIES,6-SPEED	384	59
S	284016	TRANSMISSION CONTROLS	ALLISON PUSHBUTTON CONTROLS	0	0
S	286005	COOLER-TRANSMISSION OIL	OIL TO WATER TYPE	0	0
S	290003	TRANSMISSION OIL FILL/CHECK	OIL FILL TUBE / DIPSTICK W/ LEVEL SENSOR	0	0
S	292004	TRANSMISSION LUBRICANT	TRANSYND SYNTHETIC AUTO TRANS FLUID	0	0
S	300011	DRIVESHAFT-MAIN	SPICER 1760HD HALF ROUND	0	0
O	3170007	PTO-TRANSMISSION MOUNTED	CHELSEA 890 / 897 PTO CLEARANCE (PREP ONLY)	5	0

**FRONT AXLE**

O	3700003	FRONT AXLE	MERITOR MFS-18 STEER AXLE, 18000# RATING	0	0
O	3690003	FRONT AXLE POSITION	53.5 INCHES	79	-79
O	371009	FRONT SUSPENSION	8500 LB FLATLEAF 18,800 GROUND CAPACITY	-63	8
S	371T98	SUSPENSION, FRONT AUX	NO AUX LOAD CUSHION PROVIDED	0	0
S	373002	SHOCK ABSORBERS-FRONT	DOUBLE ACTING SINGLE - HEAVY DUTY	0	0
S	904011	HUBS-FRONT	STEEL HUB PILOTED,285MM BOLT CIRCLE	0	0
S	9400001	WHEEL OIL SEALS-FRONT	SCOTSEAL PLUS XL	0	0
S	9210001	HUB CAPS - FRONT AXLE	CR ZYTEL HUBCAP	0	0
S	374001	FRONT AXLE LUBRICANT	STANDARD	0	0
O	7510001	BRAKES-FOUNDATION, FRONT AXLE	MERITOR 16.5X7" QP REFUSE BRAKE	29	0
S	754009	BRAKE SLACK ADJUSTERS -FRONT AXLE	MERITOR AUTOMATIC	0	0
O	755998	DUST SHIELDS - FRT BRAKES	NO FRONT BRAKE DUST SHIELDS PROVIDED	-1	0

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S	901001	BRAKE DRUM-FRONT	CAST IRON	0	0
S	383101	STEERING GEAR	INTEGRAL POWER STEERING WRIGHT HAND RAM	0	0
S	387003	POWER STEERING RESERVOIR	FOUR QUART REMOTE MOUNTED	0	0

**REAR AXLE**

O	3300041	REAR DRIVE AXLE-SINGLE & TANDEM	MERITOR MT40-14X W/ .5" HOUSING (40000 LBS)	0	15
S	330U98	REAR AXLE LUBE PUMP	NO LUBRICATION PUMP	0	0
O	331529	REAR DRIVE AXLE RATIO	5.29	0	0
S	3500003	REAR SUSPENSION	HENDRICKSON HMX-400 SUSP @ 54" AS	0	0
S	351013	REAR SUSPENSION BEAMS	54 INCH STEEL RUBBER BUSHED	0	0
S	358005	TORQUE RODS	LONGITUDINAL & TRANSVERSE - RUBBER BUSHED	0	0
S	9130001	HUBS-REAR	IRON HUB, HP 10 STUD	0	0
S	3400001	REAR AXLE BREATHER	STANDARD AXLE BREATHER	0	0
S	9410001	WHEEL OIL SEALS-REAR	SCOTSEAL PLUS XL	0	0
S	339001	REAR AXLE LUBRICANT	STANDARD	0	0
O	7610001	BRAKES-FOUNDATION, REAR AXLE	MERITOR 16.5X8.62" QP REFUSE BRAKE	0	42
S	764013	BRAKE SLACK ADJUSTERS -REAR AXLE	MERITOR AUTOMATIC,TANDEM AXLE	0	0
O	765998	DUST SHIELDS - REAR BRAKES	NO REAR AXLE DUST SHIELDS PROVIDED	0	-2
S	781012	BRAKE CHAMBERS- PARKING, TYPE/VENDOR	CAM TYPE MGM STOPGARD (4)	0	0
S	910001	BRAKE DRUM-REAR	CAST IRON	0	0

**BRAKES**

S	729002	AIR LINES-PARKING BRAKE, CHASSIS	AIR LINES CHASSIS PARK BRAKE	0	0
S	741047	BRAKE CONTROL SYSTEM	BENDIX ABS 4S/4M	0	0

**CHASSIS**

O	400215	WHEELBASE	215 INCHES	10	12
O	402074	FRAME-REAR OVERHANG	74"	42	-150
S	403012	FRAME RAILS	3/8" VARIABLE DROP STEEL, EXT B	28	0
S	409002	FRAME CROSSMEMBER- CENTER	ALUMINUM	0	0
S	4110002	FRAME CROSSMEMBER- END CLOSING	ALUMINUM MEMBER-IF REQUIRED	0	0
S	4120002	FRAME BOLTS	HUCKSPIN RR SUSP & CROSSMEMBERS	0	0

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S	460001	BUMPER-FRONT	STEEL PAINTED	0	0
S	480002	TOWING DEVICE-FRONT	TWO REMOVABLE TOW PINS	0	0
S	430020	FUEL TANK-LEFT	75 GAL 26" DIA UNPAINTED ALUMINUM	0	0
S	4470001	LH FUEL TANK SPACERS	LH FUEL TANK STANDARD HEIGHT	0	0
S	432002	FUEL TANK STRAP/ SUPPORT LEFT	PAINTED STEEL, LH	0	0
S	4280001	DRILLING FUEL TK SUPT- LEFT	FUEL TANK MTD FWD LHS - STANDARD (IF PROVIDED)	0	0
S	436001	FUEL LINES	SAE J844 NYLON TUBING	0	0
S	8120005	BATTERY BOX	STEEL BOX, 3 BATTERY, LHS	0	0
O	8160005	BATTERY BOX SPACERS	BATTERY BOX SPACED 2", DROPPED 6"	5	1
S	8090001	BATTERY BOX DRILLING	BOX LOCATED AS FAR FORWARD AS POSSIBLE	0	0
S	810089	BATTERY	3 JOHNSON CONTROL 31ECL 12V 2250CCA	0	0
S	8140002	BATTERY SHUT-OFF SWITCH	SHUTOFF W/ LOCKOUT, NO EMERGENCY JUMPER STUDS	0	0
S	7110001	AIR TANK-BRAKE	STEEL AIR TANKS	0	0
S	7090002	AIR TANK DRILLING	AIR TANKS IN STANDARD POSITION	0	0
S	715002	WET TANK DRAIN	BENDIX D/V-2 AUTOMATIC	0	0
S	7151001	AIR RESERVOIR DRAIN SYSTEM	PETCOCK, ALL TANKS	0	0
S	7130001	AIR DRYER	WABCO 1800P	0	0
S	7100003	AIR DRYER DRILLING	AIR DRYER MOUNTED OUTSIDE RAIL, LHS	0	0
S	724001	AIR LINES-CAB	SAE J844 NYLON TUBING	0	0
S	728001	AIR LINES-MAIN, CHASSIS	SAE J844 NYLON TUBING	0	0

### CAB EXTERIOR

S	4510001	STEP-CAB ACCESS, CAB MOUNTED	DUAL SELF CLEANING CAB ENTRANCE STEPS	0	0
S	462004	MUD FLAPS-FRONT WHEEL	FRONT FLAPS	0	0
S	502001	CAB DOORS	STEEL	0	0
S	502198	DOOR CHECK STRAPS	WITHOUT DOOR CHECK STRAP	0	0
S	6220015	MIRRORS-DUAL WEST COAST	MIRROR, BLACK, W /LWR CONVEX	0	0
S	6190002	MIRROR ARMS	RETRACTABLE ARMS, STAINLESS STEEL	0	0
S	6180001	DOWN VIEW MIRRORS	SINGLE DOWN VIEW MIRROR, RH SIDE	0	0
S	6240001	GRAB HANDLES-ENTRY	BRUSHED SS GRAB HANDLES	0	0
S	630026	HORN-AIR	TWIN MOUNTED UNDER CAB	0	0

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S	631001	HORN-ELECTRIC	SINGLE	0	0
O	661002	CAB TILT MECHANISM- C.O.E.	HYDRAULIC TILT WITH AIR ASSIST	20	0
S	6720001	GRILLE	AUTOCAR GRILLE	0	0
S	675001	BUG SCREENS	BUG SCREEN MOUNTED BEHIND GRILLE	0	0
S	6910001	FENDER EXTENSIONS- FRONT	IMPACT RESISTANT POLY FENDER	0	0

### CAB INTERIOR

S	3800001	STEERING WHEEL	16" DIA. WHEEL, 2 SPOKE	0	0
O	3810002	STEERING COLUMN	TILT AND TELESCOPIC STEERING COLUMN	0	0
S	520234	SEAT-DRIVER	NATIONAL CUSH II LOW BACK, AIR RIDE	0	0
S	521110	SEAT-PASSENGER	FIXED TYPE, LOW BACK	0	0
S	522003	SEAT BELTS-DRIVER	THREE POINT RETRACTABLE	0	0
S	523003	SEAT BELTS-PASSENGER	THREE POINT RETRACTABLE	0	0
O	5260001	SEAT INSERT	GREY CORDURA	0	0
S	538001	CARPET & MAT	MAT WITH FOAM BACK	0	0
S	5390001	CAB INTERIOR	AUTOTUFF INTERIOR UPHOLSTERY	0	0
S	5500001	CENTER CONSOLE	CENTER CONSOLE	0	0
S	5510001	REAR CONSOLE	REAR CONSOLE	0	0
S	5930001	ASH TRAY	ASHTRAY MTD IN CONSOLE	0	0
O	8750003	ADDITIONAL ELEC. SWITCHES	6 DASH SWITCHES, WIRE TO ACCESSORY PWR	2	0

### CAB CLIMATE CONTROL

S	060001	CAB TEMPERATURE SYSTEM	AIR COND INTEGRAL WITH HEATER/DEFROSTER	0	0
O	612001	AIR CONDITIONER CONDENSER	STANDARD (RADIATOR MOUNTED)	0	0

### GAUGES & INSTRUMENTATION

S	0570002	INSTRUMENTS SALES PKG	STANDARD GAUGES (VOLTAGE AND OIL PRESSURE INCLUDED IN VEHICLE DISPLAY)	0	0
S	1430001	TRUCK ELECTRICAL CONTROL MODULE	VEHICLE CONTROL UNIT	0	0
S	1362000	TACHOMETER/RPM TACHOGRAPH	ELECTRONIC TACHOMETER	0	0
S	1372000	GAUGE-HOURMETER	HOURLMETER INCLUDED IN ON BOARD DISPLAY	0	0
S	225009	AIR INTAKE RESTRICTION INDICATOR	GRADUATED, AIR CLEANER MOUNTED	0	0
O	3190001	PTO CONTROLS	PTO ELECTRIC CONTROL SWITCH	1	0



Prepared By James Ross  
 Quote Id : QAUDTUN63  
 Phone : 480-282-4014  
 Quote Number : Q0024410

Prepared For Montana Slack  
 City of Glendale

S	4390001	GAUGE-FUEL LEVEL	ELECTRONIC FUEL LEVEL	0	0
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**LIGHTING**

S	836005	LAMPS-HEAD	SINGLE ROUND HALOGEN	0	0
S	8410002	LAMPS-TURN SIGNAL - FRONT	LBD FRONT TURN SIGNALS	0	0
S	8440003	SWITCH-TURN SIGNAL & FLASHER	SELF-CANCELING TURN SIGNALS	0	0
S	8510002	LAMPS-MARKER	AMBER LED ROOF MARKERS	0	0
S	859001	LAMPS-RUNNING	DAYTIME	0	0
S	8700001	CIRCUIT PROTECTION DEVICE	AUTO CIRCUIT BREAKERS	0	0

**RADIO/MISC**

S	509001	KEY & LOCK SETS-IGN/DOORS	DOOR & IGNITION SAME - UNIQUE PER TRUCK	0	0
O	5900006	RADIO	AM/FM RADIO, ROOF MOUNTED	13	-4
O	5910002	ANTENNA/POWER SUPPLY	ANTENNA - ROOF MOUNTED	0	0
O	596005	RADIO SPEAKERS	2 DUAL CONE SPEAKERS	0	0
S	8730001	WIRING-CAB	RADIO SHUT-OFF IN REVERSE	0	0

**FRONT TIRES / WHEELS**

S	9050015	WHEELS-DISC FRONT	22.5x9.0" STEEL HP, 5.25" INSET, 5HH	0	0
S	905T98	SPARE WHEELS FRONT	NO SPARE FRONT WHEELS	0	0
S	930469	TIRE SIZE & LOAD RANGE - FRONT	315/80R22.5L	0	0
S	9310039	TIRE MANUFACTURER & TREAD - FRONT	GOODYEAR G289 WHA (RATED TO 10K)	0	0
S	931T98	SPARE FRONT TIRE	NO SPARE FRONT TIRES	0	0

**REAR TIRES / WHEELS**

S	9140014	WHEELS-DISC REAR	22.5X8.25" STEEL HP, 5HH	0	0
S	914T98	SPARE WHEELS REAR	NO SPARE REAR WHEELS	0	0
S	933062	TIRE SIZE & LOAD RANGE - REAR	11R22.5H	0	0
S	9340043	TIRE MANUFACTURER & TREAD - REAR	GOODYEAR G182 RSD	0	0
S	934T98	SPARE REAR TIRE	NO SPARE REAR TIRES	0	0

**PAINT**

S	950001	CAB PAINT SCHEME	SINGLE COLOR PAINT	0	0
S	9550001	CAB PAINT TYPE	STANDARD WHITE	0	0
S	9801002	CAB COLOR-FIRST	APPROVED --- DPSS-N0007EX --- STANDARD WHITE N0007	0	0
S	9861U1	CHASSIS COLOR	BLACK P3036	0	0

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 City of Glendale

S	987949	BUMPER COLOR	SAME AS CHASSIS, UNPAINTED ALUM OR CHROME	0	0
S	988401	DISC WHEEL OR RIM COLOR	STEEL, E-COAT WHITE / ALUM-UNPAINTED	0	0

**ADDITIONAL OPTIONS**

S	899002	CHASSIS WARRANTY	STANDARD WARRANTY	0	0
O	899A006	TRANSMISSION WARRANTY	ALLISON 5YR. EDGE WARRANTY	0	0
O	899B040	ENGINE WARRANTY	2013 ISL DC1 5YRS/150K MILES EXTENDED WARRANTY PP1	0	0
O	899K002	EXHAUST AFTERTREATMENT EXTENDED WARRANTIES	2013 ISL AT3 AFTERTREATMENT 5YRS/150K MILES EXTENDED WARRANTY	0	0
S	978015	FLOOR PLAN	15 DAYS FLOORING	0	0

**OTHERS**

S	R010999	READY TRUCK SPEC	NO READY SPEC	0	0
S	133003	ACCELERATOR PEDAL & LINK	WILLIAMS ACCELERATOR	0	0
O	9720005	CERTIFICATION- EMISSIONS	COMPLIES WITH 2013 U.S. EMISSIONS	0	0

**SUB TOTALS**

BASE WEIGHT	10,431	6,139
FACTORY OPTION WEIGHT	554	-125
DISTRIBUTOR OPTION WEIGHT	0	0

**TOTALS**

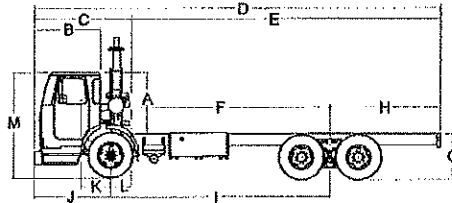
TOTAL WEIGHT (LB)	10,985	6,014	16,999
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Prepared By James Ross  
 Quote Id : QAUDTUN63  
 Phone : 480-282-4014  
 Quote Number : Q0024410

Prepared For Montana Slack  
 City of Glendale

10/26/2015

## Dimensions



	Dimension(ft)	Description
A	59.00	CAB HEIGHT
B	62.00	BUMPER TO BACK OF CAB
C	94.00	EFFECTIVE BUMPER TO BACK OF CAB
D	360.00	OVERALL LENGTH
E	266.00	EFFECTIVE CAB TO END OF FRAME
F	192.00	EFFECTIVE CAB TO REAR AXLE
G	42.95	UNLADEN FRAME HEIGHT
H	74.00	OVERHANG
I	215.00	WHEELBASE
J	71.00	BUMPER TO FRONT AXLE
K	-24.00	DRIVER CENTER OF GRAVITY
L	23.00	EFFECTIVE FRONT AXLE TO BACK
M	101.95	OVERALL HEIGHT
N	0.00	FRONT FRAME EXTENSION

### SPECIFICATION SUMMARY

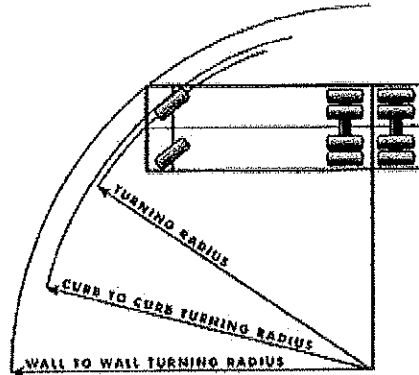
Model	ACX64 Class 8
Engine	ISL9 13 345HP / 2100RPM / 1150 LB-FT, CUMMINS
Transmission	ALLISON 4500 SERIES,6-SPEED
Rear Axle	MERITOR MT40-14X W/ .5" HOUSING (40000 LBS)
Rear Axle Ratio	5.29
Rear Tire	11R22.5H

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Prepared For Montana Slack  
 City of Glendale

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## Turning Radius



	Dimension(ft)	Description
A	36.21	TURNING RADIUS
B	74.54	CURB TO CURB TURNING DIAMETER
C	80.69	WALL TO WALL TURNING DIAMETER

### SPECIFICATION SUMMARY

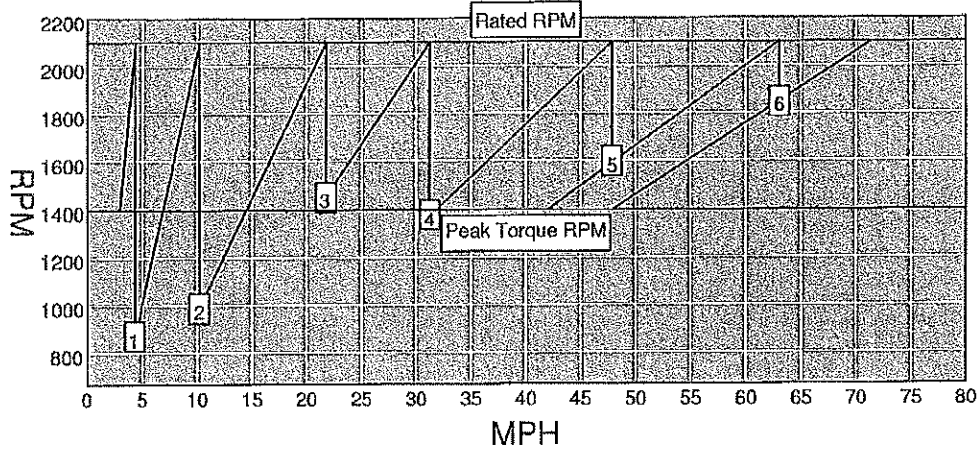
Model	
Engine	ISL9 '13 345HP / 2100RPM / 1150 LB-FT, CUMMINS
Transmission	ALLISON 4500 SERIES, 6-SPEED
Rear Axle	MERITOR MT40-14X W/ .5" HOUSING (40000 LBS)
Rear Axle Ratio	5.29
Rear Tire	11R22.5H

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 Phone : 480-282-4014  
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Prepared For Montana Slack  
 City of Glendale

10/26/2015

## Shift Chart



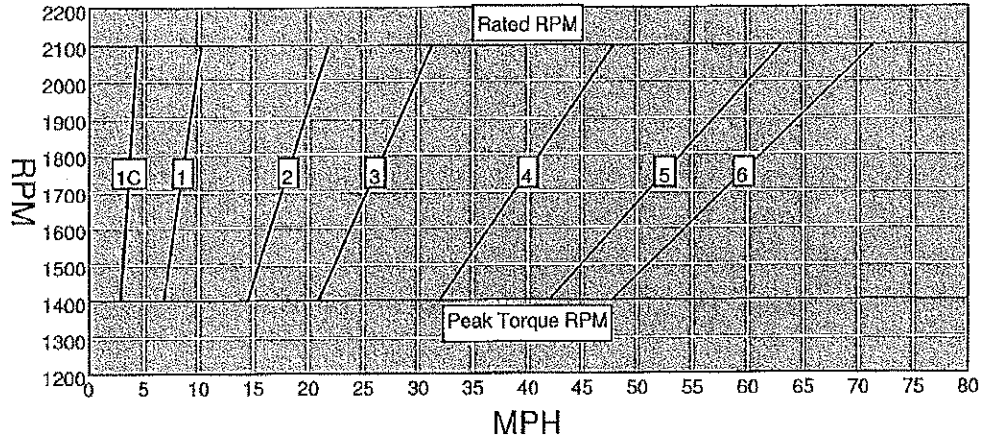
Gear	Trans. Ratio	Rear Axle Ratio	Overall Reduction	% Split	MPH	RPM After Shift
1C	11.37	5.29	60.1	0.0	4.2	0
1	4.70	5.29	24.9	141.9	10.2	868
2	2.21	5.29	11.7	112.7	21.7	987
3	1.53	5.29	8.1	44.4	31.3	1,453
4	1.00	5.29	5.3	53.0	47.9	1,372
5	0.76	5.29	4.0	31.6	63.1	1,596
6	0.67	5.29	3.5	13.4	71.5	1,851

### SPECIFICATION SUMMARY

Model	ACX64 Class 8
Engine	ISL9 '13 345HP / 2100RPM / 1150 LB-FT, CUMMINS
Rated Power	345 HP @ 2100 RPM
Peak Torque	1150 LB-FT @ 1400
Transmission	ALLISON 4500 SERIES, 6-SPEED
Rear Axle	MERITOR MT40-14X W/ .5" HOUSING (40000 LBS)
Rear Axle Ratio	5.29
Rear Tire	11R22.5H
Tire Revolution	0

10/26/2015

## Operating Range



Gear	Trans. Ratio	Rear Axle Ratio	Minimum MPH	Maximum MPH
1C	11.37	5.29	2.8	4.2
1	4.70	5.29	6.8	10.2
2	2.21	5.29	14.5	21.7
3	1.53	5.29	20.9	31.3
4	1.00	5.29	31.9	47.9
5	0.76	5.29	42.0	63.1
6	0.67	5.29	47.7	71.5

### SPECIFICATION SUMMARY

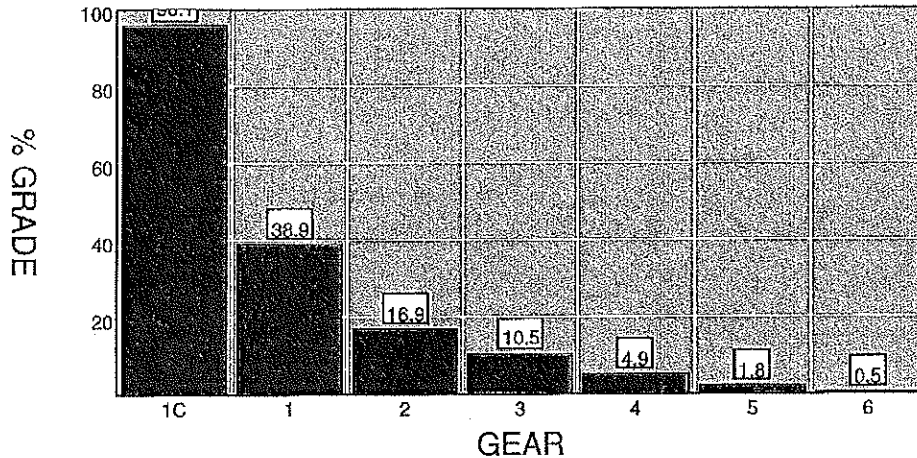
Model	ACX64 Class 8
Engine	ISL9 '13 345HP / 2100RPM / 1150 LB-FT, CUMMINS
Rated Power	345 HP @ 2100 RPM
Peak Torque	1150 LB-FT @ 1400
Transmission	ALLISON 4500 SERIES, 6-SPEED
Rear Axle	MERITOR MT40-14X W/ .5" HOUSING (40000 LBS)
Rear Axle Ratio	5.29
Rear Tire	11R22.5H
Tire Revolution	0

Prepared By James Ross  
 Quote Id : QAUDTUN63  
 Phone : 480-282-4014  
 Quote Number : Q0024410

Prepared For Montana Slack  
 City of Glendale

10/26/2015

## Gradeability



Gear	Trans. Ratio	Rear Axle Ratio	Overall Reduction	Peak Torque	Wheel HP	MPH	Maximum Grade%
1C	11.37	5.29	60.1	1,150.0	275.7	2.8	96.1
1	4.70	5.29	24.9	1,150.0	275.7	6.8	38.9
2	2.21	5.29	11.7	1,150.0	275.7	14.5	16.9
3	1.53	5.29	8.1	1,150.0	275.7	20.9	10.5
4	1.00	5.29	5.3	1,150.0	275.7	31.9	4.9
5	0.76	5.29	4.0	1,150.0	275.7	42.0	1.8
6	0.67	5.29	3.5	1,150.0	275.7	47.7	0.5

### SPECIFICATION SUMMARY

Model	ACX64 Class 8
Engine	ISL9 '13 345HP / 2100RPM / 1150 LB-FT, CUMMINS
Peak Torque	1150 LB-FT @ 1400
Transmission	ALLISON 4500 SERIES, 6-SPEED
Rear Axle	MERITOR MT40-14X W/ .5" HOUSING (40000 LBS)
Rear Axle Ratio	5.29
Rear Tire	11R22.5H
Tire Revolution	0
GVW/GCV	0
Surface	Concrete

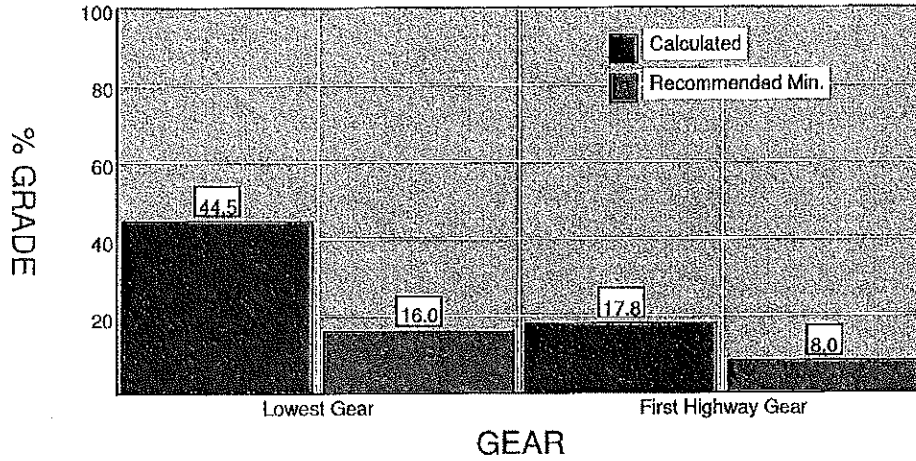
Prepared By James Ross  
Quote Id : QAUDTUN63  
Phone : 480-282-4014  
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City of Glendale



10/26/2015

## Startability



Gear	Application	Recommended Minimum Grade %	Calculated Grade %
Lowest Gear	City	12.0	n/a
	On Highway	16.0	44.5
	On-Off Highway	18.0	n/a
	Off Highway	20.0	n/a
First Highway Gear	All Applications	8.0	17.8

### SPECIFICATION SUMMARY

Model	ACX64 Class 8
Engine	ISL9 '13 345HP / 2100RPM / 1150 LB-FT, CUMMINS
Clutch Torque	550 LB-FT 700 RPM
Transmission	ALLISON 4500 SERIES, 6-SPEED
Rear Axle	MERITOR MT40-14X W/ .5" HOUSING (40000 LBS)
Rear Axle Ratio	5.29
Rear Tire	11R22.5H
Tire Radius	0
GVW/GCV	0
Surface	Concrete
Terrain	On Highway

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City of Glendale

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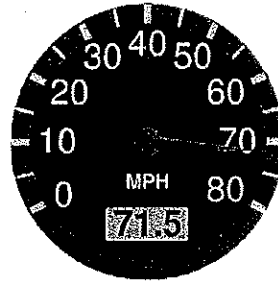
Prepared For Montana Slack  
City of Glendale

10/26/2015

## Top Speed

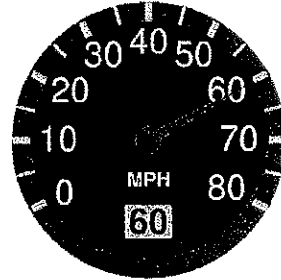
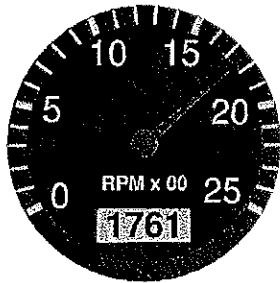
### Speed At Maximum RPM

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### RPM At 60MPH

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	MPH	RPM
Top Speed	71.5	2,100
Cruise Speed	60.0	1,761
Minimum Of Engine Range	40.9	1,200
Maximum Of Engine Range	71.5	2,100
Minimum Of Economy Range	51.1	1,500
Maximum Of Economy Range	61.3	1,800

Prepared By James Ross  
Quote Id : QAUDTUN63  
Phone : 480-282-4014  
Quote Number : Q0024410

Prepared For Montana Slack  
City of Glendale

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**SPECIFICATION SUMMARY**

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Model	ACX64 Class 8
Engine	ISL9 '13 345HP / 2100RPM / 1150 LB-FT, CUMMINS
Transmission	ALLISON 4500 SERIES,6-SPEED
Rear Axle	MERITOR MT40-14X W/ .5" HOUSING (40000 LBS)
Rear Axle Ratio	5.29
Rear Tire	11R22.5H
Tire Revolution	0

**BALAR EQUIPMENT**  
 11023 N. 22ND AVE.  
 P.O. BOX 83118  
 PHOENIX, AZ 85029

# QUOTATION

Quote Number: 1015192  
 Quote Date: Oct 21, 2015  
 Page: 1

Voice: 602-944-1933  
 Fax: 602-944-9687

<b>Quoted To:</b>
FREIGHTLINER OF AZ. 1230 SOUTH AKIMEL LANE CHANDLER, AZ 85226

Customer ID	Good Thru	Payment Terms	Sales Rep
FREIGHTLINER OF AZ.	11/20/15	Net 10 Days	JB

Quantity	Item	Description	Unit Price	Amount
1.00	HEIL-POWERTRAK COMI	HEIL POWERTRAK COMMERCIAL-27 YARD REAR LOAD GARBAGE TRUCK BODY BUILT PER CITY OF GLENDALE SPECIFICATIONS AS DEFINED IN SOLICITATION NUMBER 14-30, INCLUDING FABRICATION AND INSTALLATION OF HOPPER EXTENSION, AS SPECIFIED IN ADDENDUM 1.	75,259.00	75,259.00

Subtotal	75,259.00
Sales Tax	
Freight	3,700.00
<b>TOTAL</b>	<b>78,959.00</b>

Salesman \_\_\_\_\_

Owner \_\_\_\_\_

**BALAR EQUIPMENT**

11023 N. 22ND AVE.  
 P.O. BOX 83118  
 PHOENIX, AZ 85029

Voice: 602-944-1933  
 Fax: 602-944-9687

**QUOTATION**

Quote Number: 1015195  
 Quote Date: Oct 22, 2015  
 Page: 1

**Quoted To:**

FREIGHTLINER OF AZ.  
 1230 SOUTH AKIMEL LANE  
 CHANDLER, AZ 85226

Customer ID	Good Thru	Payment Terms	Sales Rep
FREIGHTLINER OF AZ.	11/21/15	Net 10 Days	JB

Quantity	Item	Description	Unit Price	Amount
		FIVE (5) YEAR (MAXIMUM 12500 HOURS OF OPERATION) CYLINDER WARRANTY FOR HEIL POWERTRAK COMMERCIAL 27 YARD. CITY OF GLENDALE. *MUST BE PURCHASED AT TIME OF BODY ORDER*		4,265.00

Subtotal	4,265.00
Sales Tax	
Freight	
<b>TOTAL</b>	<b>4,265.00</b>

Salesman J B

Owner [Signature]



# Exhibit A

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

Solicitation No.: ADSP014-00003602

Description: Statewide Medium and Heavy Duty Cab and Chassis

## Quote Sheet

### State of Arizona Contract Medium and Heavy Duty Cab and Chassis

DATE: 10/28/15	
CUSTOMER: CITY OF GLENDALE	
State Contract Number: ADSP015-093361	ProcureAZ Line Item Number: 21-AUTOCAR ACX64 CLASS 8
Vehicle Description: Make, Model, Vehicle Code, And Trim Level AUTOCAR ACX64 CLASS 8 STANDARD	
Base Vehicle Price	\$ 137,252.00
Manufacturer Options Upgrades or Upfit/Modifications Requirements ADD CHASSIS OPTIONS TO ACCOMMODATE MOUNTING HEIL 27 YD PT COMMERCIAL REARLOAD REFUSE BODY- PER C/O GLENDALE SPECIFICATIONS	
1. HEIL 27 YD PT REL	\$ 75,259.00
2. CHASSIS OPTIONS (INCL DUAL A/C)	\$ 9,168.00
3. SUB TOTAL - TAXABLE	\$ 221,679.00
4.	\$
5. FREIGHT FROM HEIL	\$ 3,700.00
6. HEIL 5 YR CYLINDER WARRANTY	\$ 4,265.00
7. ALLISON 5 YR WARRANTY	\$ 890.00
8. CUMMINS ISL DCI 5 YR/150K WARRANTY	\$ 2,650.00
9. CUMMINS ISL AT3 5 YR/150K WARRANTY	\$ 700.00
10.	\$
\$ 223,884.00	Subtotal (Including Destination and Options)
\$ INCL.	Upfit/Modification Requirements
\$ 17,290.96	SALES TAX
\$ INCL.	TIRE TAX
\$ INCL.	DELIVERY FEE
\$ 251,174.96	TOTAL DELIVERED PRICE

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
FREIGHTLINER OF ARIZONA, LLC**

**EXHIBIT C**  
Scope of Work

**PROJECT**

Purchase of three (3) 2016 Autocar/Heil Rearloaders for the Sanitation Department.



**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
FREIGHTLINER OF ARIZONA, LLC**

**EXHIBIT D**

**METHOD AND AMOUNT OF COMPENSATION**

Method of compensation is provided in Section 3 of the agreement.

**NOT TO EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$753,525 for the entire term of the Agreement.

**DETAILED PROJECT COMPENSATION**

Compensation is for the purchase of three (3) 2016 Autocar/Heil Rearloaders for the Sanitation Department.



## Legislation Description

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**File #: 15-767, Version: 1**

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### **AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR COOPERATIVE PURCHASE OF THREE PICKUP TRUCKS FROM COURTESY CHEVROLET**

Staff Contact: Jack Friedline, Director, Public Works

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

This is a request for City Council to authorize the Acting City Manager to enter into a linking agreement with Courtesy Chevrolet for the cooperative purchase of three (3) pickup trucks in a total amount not to exceed \$81,026 for the City of Glendale Fleet.

#### **Background**

The pickup trucks requested are to support three new positions in the Engineering Division of the Public Works Department as identified in the Fiscal Year 2015-2016 Operating Budget, and are an addition to the City of Glendale fleet.

Courtesy Chevrolet was awarded a bid by the State of Arizona for Vehicle, New Purchases Statewide, and staff is requesting to utilize the cooperative purchase with the Strategic Alliance for Volume Expenditure (SAVE). SAVE is a consortium of local municipalities in which Glendale is a member. Agreement No. ADSPO12-016667 was awarded on January 17, 2012 and ends on October 1, 2016.

Cooperative purchasing allow counties, municipalities, schools, colleges and universities in Arizona to use a contract that was competitively procured by another governmental entity or purchasing cooperative. Such purchasing helps reduce the cost of procurement, allows access to a multitude of competitively bid contracts, and provides the opportunity to take advantage of volume pricing. The Glendale City Code authorizes cooperative purchases when the solicitation process utilized complies with the intent of Glendale's procurement processes. This cooperative purchase is compliant with Chapter 2, Article V, Division 2, Section 2-149 of the Glendale City Code, per review by Materials Management.

#### **Analysis**

For fiscal year 2015-16, a total of \$3.5 million is available in the Vehicle Replacement Fund (VRF) for the purchase of vehicles. Any unexpended balance for the fiscal year will remain in the VRF for future vehicle replacement purchases. Total purchases with Courtesy Chevrolet this fiscal year to date is \$1,748,653. With the purchase of three additional pickup trucks that staff is requesting, the total expended with Courtesy Chevrolet for fiscal year 2015-16 will be \$1,829,679.

#### **Previous Related Council Action**

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**File #: 15-767, Version: 1**

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On October 13, 2015 Council authorized \$1,759,996 for the purchase of fifty-four (54) vehicles from Courtesy Chevrolet.

On May 28, 2013, Council adopted resolution No. 4681 New Series to allow continued use of Arizona State cooperative purchasing agreements.

**Community Benefit/Public Involvement**

Purchasing of these vehicles ensure the continued delivery of services provided by city departments.

**Budget and Financial Impacts**

Funding is available in the fiscal year (FY) 2015-16 Engineering, Pavement Management, Budget and the Vehicle Replacement Fund.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$66,000</b>	<b>1340-16925-551450, Engineering, Pavement Management, Vehicles</b>
<b>\$15,026</b>	<b>1120-13610-551450, Vehicle Replacement Fund</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
COURTESY CHEVROLET**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the City of Glendale, an Arizona municipal corporation (the "City"), and Courtesy Chevrolet, an Arizona corporation ("Contractor"), collectively, the "Parties."

**RECITALS**

- A. On January 17, 2012, under the State of Arizona Cooperative Purchasing Agreement, the State of Arizona entered into a contract with Contractor to purchase the goods and services described in the Vehicles, New Purchases Statewide Contract, Contract No. ADSPO12-016667 ("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 Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was January 17, 2012, until the date the contract expires on October 1, 2016, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond January 16, 2017. The initial period of this Agreement, therefore, is the period from the

Effective Date of this Agreement until October 1, 2016. The City Manager or designee, however, may renew the term of this Agreement for the remaining three months until the Cooperative Purchasing Agreement expires on January 16, 2017. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit C.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree to a different schedule, as provided in Exhibit D.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed eighty-one thousand twenty-six dollars (\$81,026.00) 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. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

7. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale  
c/o Montana Slack  
6210 West Myrtle Avenue Suite 111  
Glendale, Arizona 85301-1700  
623-930-2621

and

Courtesy Chevrolet  
c/o Joe A. Pfeffer  
1233 East Camelback Road  
Phoenix, Arizona 85014  
602-604-3043

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

“City”

City of Glendale, an Arizona  
municipal corporation

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

“Contractor”

Courtesy Chevrolet,  
an Arizona corporation

By: \_\_\_\_\_  
Name: Joe A. Pfeffer  
Title: Commercial Sales

ATTEST:

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

APPROVED AS TO FORM:

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

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
COURTESY CHEVROLET**

**EXHIBIT A**

State of Arizona Contract No. ADSPO12-016667



**Master Blanket Purchase Order ADSP012-016667**

**Header Information**

<b>Purchase Order Number:</b>	ADSP012-016667	<b>Release Number:</b>	0	<b>Short Description:</b>	Vehicles, New Purchases Statewide
<b>Status:</b>	3PS - Sent	<b>Purchaser:</b>	Lon Noyes	<b>Receipt Method:</b>	Quantity
<b>Fiscal Year:</b>	2012	<b>PO Type:</b>	Blanket	<b>Minor Status:</b>	
<b>Organization:</b>	State of Arizona	<b>Location:</b>	STR30 - SPO Strategic	<b>Type Code:</b>	Statewide
<b>Department:</b>	ADSP0 - State Procurement Office	<b>Entered Date:</b>	01/16/2012 03:49:21 PM	<b>Control Code:</b>	
<b>Alternate ID:</b>		<b>Retainage %:</b>	0.00%	<b>Discount %:</b>	0.00%
<b>Days ARO:</b>	120	<b>Release Type:</b>	Direct Release	<b>Pcard Enabled:</b>	Yes
<b>Print Dest Detail:</b>	If Different	<b>Tax Rate:</b>		<b>Actual Cost:</b>	\$0.00
<b>Catalog ID:</b>					
<b>Contact instructions:</b>	Lon.Sheriff@azdso.gov or (602) 542-7144				
<b>Master Blanket/Contract End Date (Maximum):</b>	01/16/2017 03:46:00 PM				
<b>Project No.:</b>					
<b>Building Code:</b>					
<b>Cost Code:</b>					
<b>Special Purchase Types:</b>					
<b>PIJ NUMBER:</b>					
<b>Coop Spend To Date:</b>					
<b>Commodity Reference Id:</b>					
<b>PO External Doc Type:</b>					
<b>Agency Attachments:</b>	<a href="#">PO Terms &amp; Conditions - OLD IFR No ADSP012-00901167 - Vehicles New Purchases Statewide.pdf</a> <a href="#">Attachments I - VIII Word Documents.zip</a> <a href="#">Vehicles New Purchases Statewide General Contract Documents - Law Courtesy Contract Attachments.zip</a> <a href="#">Courtesy Chevrolet Vehicle Specification Sheet-2.xls</a> <a href="#">Award Summaries - 46.zip</a> <a href="#">2013 Malibu Spec Sheet Chevrolet Colorado Preas Release Contract Amendment Change Order 97 Summary ADSP012-016667.doc</a> <a href="#">Change Order No. 8 - Unilateral Change Order</a> <a href="#">Change Order No. 9 - Price update Change Order Summary</a> <a href="#">Worker's Comp FDI Certificate of Insurance Change Order No. 14 Renewal to 10.2915.pdf</a> <a href="#">Change Order No. 15 - Renewal Current Pricing for Courtesy Chevrolet</a>				



**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
COURTESY CHEVROLET**

**EXHIBIT B**  
Award and Rate Sheet

PURCHASE  
REQUISITION  
WORKSHEET  
**CITY OF GLENDALE**  
Materials Management Department  
5850 West Glendale Avenue  
Glendale, Arizona 85301

<b>DEPARTMENT</b> Field Operations	<b>DIVISION</b> Equipment Management	<b>ACCOUNT NO.</b> 1120-13610-551400	<b>DATE</b> November 2, 2015
<b>REQUESTED BY</b> Montana Slack	<b>PHONE</b> x2621	<b>REQUISITION #</b>	

ITEM	QTY	DESCRIPTION
1	3	2016 Chevrolet Silverado 1500HD (CC17753) Double cab tow, 5.3L Ecotec3 engine, White, \$27,008.52 as quoted on 7/27/15. Growth vehicles for Engineering Department. State Contract ADSP012-016667

Estimated Delivery on or before May 1st, 2016

THIS REQUISITION NOT TO EXCEED	<b>\$81,025.56</b>	AUTHORIZED DEPARTMENT SIGNATURE(S)	
-CAPITAL OUTLAY-		DIRECTOR/DEPARTMENT HEAD	
ARE THESE ITEMS INCLUDED IN THE APPROVED LIST OF CAPITAL ITEMS IN THE BUDGET FOR THIS ACCOUNT NUMBER		DEPUTY CITY MANAGER	
YES	X	NO	FOR PURCHASES EXCEEDING \$50,000
IF NOT, PLEASE COMPLETE A CAPITAL CHANGE REQUEST FORM AND SEND IT WITH THIS REQUISITION TO THE MANAGEMENT AND BUDGET OFFICE.			
MATERIAL MANAGEMENT SIGNATURE		STORES ORDER NO.	P.O. NO.
DATE:			

QUOTATIONS RECEIVED BY: Chris Kinion DATE: November 2, 2015

Note:

**Price Breakdown (per unit)**

Base Contract Price _____	<b>\$23,747.00</b>
Solar Tint Glass	\$235.00
2016 Price Increase	\$952.00
Sub Total:	<b>\$24,934.00</b>
Tire Tax	\$5.00
SALES TAX _____ 8.3%	\$2,069.52
Total Units Requested: <b>3</b>	\$27,008.52
<b>GRAND TOTAL:</b>	<b>\$81,025.56</b>

**Vendor**

Courtesy Chevrolet  
1233 E. Camelback Rd  
Phoenix, AZ 85014  
Office: 602-279-3232  
Contact: Joe Pfeffer  
Title: Salesman

**COURTESY CHEVROLET**

**ADSP012-016667**

**STATE CONTRACT  
VEHICLE QUOTE**

<b><u>CONTRACT VEHICLE</u></b>	<b>2015 CHEV 1/2 TON DOUBLE CAB, SHORT BED, 2WD, WT PKG</b>	
<b><u>CONTRACT PRICE</u></b>	<b>PER ATTACHED SPECS 5.3L V8, AUTO, A/C</b>	<b>\$ 23,747.00</b>
<b>TINT</b>	<b>TINT</b>	<b>\$ 235.00</b>
<b>INCREASE</b>	<b>2016 MODEL INCREASE</b>	<b>\$ 952.00</b>

**APPROX NOV BUILD**

<b><u>TOTAL</u></b>	<b>\$ 24,934.00</b>
<b><u>TIRE TAX</u></b>	<b>\$ 5.00</b>
<b><u>TAX</u></b>	<b>\$ 2,069.52</b>
<b><u>EXTENDED WARRANTY</u></b>	
<b><u>GRAND TOTAL</u></b>	<b>\$ 27,008.52</b>

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
COURTESY CHEVROLET**

**EXHIBIT C**  
Scope of Work

**PROJECT**

Purchase of new vehicles

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
COURTESY CHEVROLET**

**EXHIBIT D**

**METHOD AND AMOUNT OF COMPENSATION**

Method of compensation is provided in Section 3 of the Agreement.

**NOT TO EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$81,026.00 for the entire term of the Agreement.

**DETAILED PROJECT COMPENSATION**

Compensation is for the purchase of three (3) 2016 Chevrolet Silverado 1500HD double cab pickup trucks.



## Legislation Description

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**File #: 15-768, Version: 1**

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**AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR COOPERATIVE PURCHASE OF FIVE SIDELOAD TRUCKS FROM RUSH TRUCK CENTERS OF ARIZONA, DOING BUSINESS AS RUSH TRUCK CENTER OF PHOENIX**

Staff Contact: Jack Friedline, Director, Public Works

**Purpose and Recommended Action**

This is a request for City Council to authorize the Acting City Manager to enter into a linking agreement with Rush Truck Centers of Arizona, dba Rush Truck Center of Phoenix, for the cooperative purchase of five (5) sideload trucks in an amount not to exceed \$1,354,457.

**Background**

The residential sanitation division services the collection of garbage and recyclables to over 52,500 residential homes weekly with automated sideload refuse collection trucks. These trucks are part of a scheduled replacement program to maintain consistent, high quality, service to residents and to minimize vehicle maintenance costs. The serviceable life of an automated sideload truck is typically six to eight years. All of the trucks to be replaced have exceeded their projected service life: two trucks have been in service for over seven years, two trucks for over eight years, and the remaining truck for over 10 years.

Rush Truck Center of Phoenix was awarded a bid by the City of Tempe and staff is requesting to utilize the cooperative purchase with Strategic Alliance for Volume Expenditures (SAVE). SAVE is a consortium of local municipalities, in which Glendale is a member. Contract T15-097-01 was awarded on August 17, 2015 and ends on August 16, 2016.

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**

Staff considered an alternative option to refurbish the sideload trucks in lieu of replacement, but based on the truck's life, rebuilding the trucks is not an option. Staff determined it is more financially and operationally prudent to replace the trucks.

**Previous Related Council Action**

On June 24, 2014, Council approved the cooperative purchase of seven side load refuse trucks from Trucks West of Phoenix Inc., in an amount not to exceed \$1,911,875 for residential sanitation collection in the City of Glendale.

**Community Benefit/Public Involvement**

Approval of this request will allow for a seamless transition in the fleet without interruption to residential sanitation customers.

By leveraging the economies of scale of this cooperative purchase contract, competitive prices and time savings are realized.

**Budget and Financial Impacts**

Funding is available in the fiscal year 2015-16 Capital Improvement Plan (CIP) of the Sanitation Enterprise Fund.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$1,354,457</b>	<b>2480-78003-551400, CIP Sanitation, Sideload Refuse Trucks</b>

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
RUSH TRUCK CENTERS OF ARIZONA,  
DBA RUSH TRUCK CENTER OF PHOENIX**

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 Rush Truck Centers of Arizona, dba Rush Truck Center of Phoenix, a Delaware corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

**RECITALS**

- A. On August 17, 2015, under the S.A.V.E Cooperative Purchasing Agreement, the City of Tempe entered into a contract with Contractor to purchase the goods and services described in the Refuse Vehicles Contract, Contract No. T15-097-01 ("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 Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was August 17, 2015, until the date the contract expires on August 16, 2016, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond



August 16, 2020. The initial period of this Agreement period from the Effective Date of this Agreement until August 16, 2016.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit C.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree to a different schedule, as provided in Exhibit D.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed one million three hundred fifty-four thousand four hundred fifty-seven dollars (\$1,354,457) 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. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

7. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale  
c/o Bill Sterling  
6210 W Myrtle Ave, Suite # 111  
Glendale, Arizona 85301  
623-930-2619

and

Rush Truck Centers of Arizona,  
dba Rush Truck Center of Phoenix  
c/o George Beal  
9600 West Roosevelt Street  
Tolleson, Arizona 85353  
602-422-8100

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

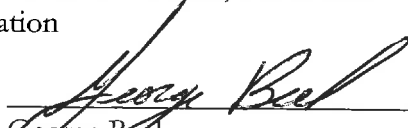
“City”

“Contractor”

City of Glendale, an Arizona  
municipal corporation

Rush Truck Centers of Arizona, dba Rush  
Truck Center of Phoenix, a Delaware  
corporation

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

By:  \_\_\_\_\_  
Name: George Beal  
Title: Sales Representative

ATTEST:

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

APPROVED AS TO FORM:

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

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
RUSH TRUCK CENTERS OF ARIZONA,  
DBA RUSH TRUCK CENTER OF PHOENIX**

**EXHIBIT A**

City of Tempe Contract No. T15-097-01 Refuse Vehicles

# REQUEST FOR PROPOSAL

CITY OF TEMPE

REQUEST FOR PROPOSAL : 15-097

RFP ISSUE DATE: 04/01/2015

Commodity Code(s): 002-22

PROCUREMENT DESCRIPTION: Refuse Vehicles

PROPOSAL DUE DATE/TIME: Wednesday, April 29, 2015, 3:00 P.M. Local Time  
Late proposals will not be considered.

## PROPOSAL RESPONSE MUST BE DELIVERED TO CITY PROCUREMENT OFFICE.

Mailing Address: P.O. Box 5002, Tempe, AZ 85280  
Street Address: 20 E. Sixth Street (2<sup>nd</sup> Floor), Tempe, AZ 85281

**Mailing Alert:** Firms should use the Street Address to ensure on-time express deliveries. The Mailing Address provided above routes through the City's internal mail distribution center and may impact delivery time.

PRE-PROPOSAL CONFERENCE (if scheduled): N/A

DEADLINE FOR INQUIRIES: Friday, April 17, 2015, 5:00 P.M., Local Time

Sealed proposals must be received and in the actual possession of the City Procurement Office on or before the exact Proposal Due Date/Time indicated above. Proposal responses will be opened and each Offeror's name will be publicly read. Prices are not read and shall be kept confidential until award. Late proposals will not be considered.

Proposals must be submitted by a sealed envelope/package with the Request for Proposal number, Offeror's name and address clearly indicated on the envelope/package. **It is critical that the RFP number be included on the front of the envelope to ensure proper handling.**

Proposals must be completed in ink or typewritten and a completed proposal response returned to the City Procurement Office by the Proposal Due Date/Time indicated above. The "Vendor's Offer" (Form 201-B RFP) must be completed and signed in ink. Proposals by electronic transmission, telegraph, mailgram or facsimile will not be considered.

Offerors are asked to immediately and carefully read the entire Request for Proposal and not later than ten (10) days before the Proposal Due Date/Time, address any questions or clarifications to the Procurement Officer identified below:

Tony Allen \_\_\_\_\_, CPPB      E-mail: [tony\\_allen@tempe.gov](mailto:tony_allen@tempe.gov)      Phone No: (480)350.8548

**Procurement Officer**

Award recommendations are publicly posted to the City Procurement Office web page [www.tempe.gov/procurement](http://www.tempe.gov/procurement) and at the Procurement Office reception counter.

Submit one (1) original signed and completed proposal response for evaluation purposes. For this specific RFP, two (2) additional copies of RFP response on Flash Drive are also to be submitted for evaluation purposes. A late, unsigned and/or materially incomplete proposal response will be considered nonresponsive and rejected.

The City Procurement Office is committed to fair and equal procurement opportunities for all firms wishing to do business with the City and encourages the participation of small and disadvantaged businesses.

\_\_\_\_\_  
Michael Greene, C.P.M.  
Central Services Administrator

**Vendor's Offer**  
Form 201-B (RFP)  
**"Return this Section with your Response"**

It is required that Offeror complete, sign and submit the original of this form to the City Procurement Office with the proposal response. An unsigned "Vendor's Offer", late proposal response and/or a materially incomplete response will be considered nonresponsive and rejected.

Offeror is to type or legibly write in ink all information required below.

Company Name: _____		
Company Mailing Address: _____		
City: _____	State: _____	Zip: _____
Contact Person: _____		Title: _____
Phone No.: _____	FAX: _____	E-mail: _____
<u>Company Tax Information:</u>		
Arizona Transaction Privilege (Sales) Tax No.: _____		or
Arizona Use Tax No.: _____		
Federal I.D. No.: _____		
City & State Where Sales Tax is Paid: _____, _____		
If a Tempe based firm, provide Tempe Transaction Privilege (Sales) Tax No.: _____		

**THIS PROPOSAL IS OFFERED BY**

Name of Authorized Individual (TYPE OR PRINT IN INK) \_\_\_\_\_

Title of Authorized Individual (TYPE OR PRINT IN INK) \_\_\_\_\_

**REQUIRED SIGNATURE OF AUTHORIZED OFFEROR (MUST SIGN IN INK)**

By signing this Vendor's Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offeror or potential Offeror. Failure to sign and return this form with proposal response will be considered nonresponsive and rejected.

\_\_\_\_\_  
**Signature of Authorized Offeror**  
(H:/RFP 3-2008)

\_\_\_\_\_  
**Date**

# INSTRUCTIONS TO PROPOSERS

Failure to follow these instructions shall result in rejection of proposal for non-responsiveness or cancellation of any Contract awarded.

1. **Preparation of Proposal:**

- A. Proposals shall be submitted to the City of Tempe ("City") in the sequence specified herein, on the forms attached hereto, including Vendor's Offer, Form 201-B (RFP).
- B. All proposals shall be submitted on the forms provided in this Request for Proposal, signed by an authorized signer and returned with the proposal response to the City.
- C. Completed and signed proposal forms for offer, acceptance and any solicitation amendments shall be signed by an authorized individual. Such proposal constitutes an irrevocable Offer to sell the good and/or service specified herein. Offeror shall submit all additional data, documentation, or information as requested by the City, signifying its intent to be bound by the terms of the Request for Proposal.
- D. Negligence in preparation of a proposal confers no right of withdrawal. Offeror is solely responsible for seeking clarification of any requirement and presenting accurate information in the proposal response. The City shall not reimburse any costs for a proposal, or its submission, presentation or withdrawal, for any reason.
- E. Offeror shall identify each subcontractor to be utilized in the services and/or work set forth herein, in the proper form as indicated.

2. **Late, Unsigned and/or Incomplete Proposal:** A late, unsigned and/or materially incomplete proposal will be considered nonresponsive and rejected.

3. **Inquiries:** Questions regarding this Request for Proposal shall be directed to the City Procurement Officer identified on the cover page of this document, unless another City contact is specifically named. Inquiries shall be submitted in writing, identifying the appropriate Request for Proposal's number, page and paragraph at issue. **PLEASE NOTE: Offeror must not place the Request for Proposal's number on the outside of an envelope containing questions.** Oral responses provided by the City shall have no binding effect or legal effect. Inquiries should be submitted no later than ten (10) days before proposal due date/time. Those received within ten (10) days of the proposal due date/time shall not be considered. The City reserves the right to contact Offerors to obtain additional information for use in evaluating proposal and solicitation requirements.

4. **Proposal Conference:** If a proposal conference is scheduled, Offeror shall attend the conference to seek clarification of any points of confusion or requirements at issue.

5. **Withdrawal of Proposal:** At any time before the specified proposal due date and time, an Offeror may withdraw its proposal by way of written correspondence from the Offeror or its authorized representative.

6. **Proposal Addenda:** Receipt and acceptance of a Request for Proposal Addendum shall be acknowledged by signing and returning the document either with the vendor's proposal response or by separate envelope prior to proposal due date/time. Failure to sign and return an addendum prior to the proposal due date/time may result in the proposal being considered nonresponsive to that portion of the Request for Proposal and may result in rejection.

7. **Evaluation:** The City shall determine whether a proposal meets the specifications and requirements of this Request for Proposal, at its sole discretion, and reject any proposals not meeting the intent or requirements set forth therein. The City reserves the right to reject any and all proposals.
8. **Payment:** For a single requirement purchase, the City will make an effort to remit payment within thirty (30) calendar days from receipt and approval of acceptable products, materials and/or services and approval of correct invoice. For ongoing term Contract purchases, the City will make an effort to remit payment within thirty (30) calendar days from approval of monthly statement.
9. **Discounts:** Payment discounts periods shall be computed from the date of receipt of acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed. Discounts shall be taken on the full amount of the invoice, unless otherwise indicated. The City shall be entitled to receive any discounts offered by Offeror, if payment is made within the discount period.
10. **Compliance with City Solicitation Requirements:** Unless stated otherwise in this Request for Proposal, the City reserves the right to award by individual line item, by group of items, or as a total at the City's discretion. The City expressly reserves the right to waive any immaterial defect or informality, or reject any or all proposals, or portions thereof, or reissue this Request for Proposal.
11. **Award of Contract:** A proposal shall constitute a binding Offer to Contract with the City based on the terms, conditions and specifications contained in this Request for Proposal. An Offeror shall become a Contractor only upon execution of a formal Contract from the City Procurement Office ("Contract"). Unless this Request for Proposal includes separate contract document(s) or requires the Offeror to submit a contract for review, a contract shall be formed when the City Procurement Office provides a written notice of award or a purchase order to the successful Offeror. All items and conditions of the Contract are contained herein, unless modified by an amendment approved by the City. Proposals that take exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the vendor's Offer to be considered non-responsive and rejected. Exceptions will be evaluated on an individual basis to determine compliance with the purpose and intent of the terms and conditions stated within this solicitation. The City shall be the sole judge as to whether an exception complies with the general purpose and intent of any term, condition and/or specification set forth herein.
12. **Taxes:** All materials, equipment and/or products shall be proposed as F.O.B. City, prepaid. Unless specified herein, sales, use or federal excise tax shall not be included in proposal pricing. The City is exempt from payment of federal excise tax. For proposal evaluation, transaction (sales) privilege tax paid (returned) to the City is considered a pass-through cost, calculated as zero (0) expense. For information on privilege (sales) tax, please contact the City's Tax and License Office at (480) 350-2955 or visit their web site at [www.tempe.gov/salestax](http://www.tempe.gov/salestax).
13. **Payment by City Procurement Card:** The City Procurement Office may elect to remit payment through the use of a City procurement card. Each Offeror may indicate on the Price Sheet of this Request for Proposal its ability to accept City procurement card payments. The inability to accept payment by City procurement card will not disqualify a proposal.
14. **Proposal Results:** Offerors may attend the scheduled proposal opening at which the name of each Offeror will be publicly read. All other information contained in the proposals shall be kept confidential until contract is awarded. After award of contract, an appointment may be made with the City Procurement Officer to review proposal documents. Formal Contract award results shall be placed on the Procurement Office web page ([www.tempe.gov/procurement](http://www.tempe.gov/procurement)) and posted at the front counter of the Procurement Office at the time the Contract award is approved by the City Council. Award recommendations may also be viewed via the City Clerk's web site normally up to five (5) days prior to the scheduled City Council meeting by visiting (<http://documents.tempe.gov/sirepub/web>).

15. **Protests:** Any actual or prospective Offeror who is aggrieved in conjunction with this Request for Proposal or award may protest the award to the City Procurement Office. A protest based upon alleged improprieties in this Request for Proposal that are apparent before the proposal opening shall be filed prior to the proposal due date/time. A protest concerning an award recommendation must be filed within ten (10) business days after the date of award. Up to five (5) days before award of a contract, the City Procurement Office will post award recommendations on the City Clerks web site at ([http://documents.tempe.gov/sirepub/?sort=meet\\_date](http://documents.tempe.gov/sirepub/?sort=meet_date)) and at the Procurement Office front counter and website for public review ([www.tempe.gov/procurement](http://www.tempe.gov/procurement)). A protest shall be in writing and include the protester's name, address and phone number, identification of the solicitation or Contract being protested, a detailed statement of the legal and factual grounds of the protest, including copies of all relevant documents, and the form of relief requested. A protest is to be on the protester's company letterhead and signed by the protestor or its authorized representative.
16. **Compliance of Proposal Offeror/Contractor Forms:** Any documents or forms (including separate contract, maintenance agreement or training agreement intended by the Offeror to be utilized in any resulting Contract, must be submitted with proposal. Any documents inconsistent with or taking exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the proposal to be considered as nonresponsive and rejected. No documents will be considered unless submitted with vendor's proposal Offer and approved by the City Procurement Office.
17. **Definitions:** For purposes of this Request for Proposal and resultant Contract, the following definitions apply:
- A. "City" means the municipal corporation of the City of Tempe, Arizona.
  - B. "Code Governance" means unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.
  - C. "Contract" means the agreement for the procurement of goods, services, work, construction or concessions.
  - D. "Contractor" means an Offeror responding to a Request for Proposal who has been awarded a Contract with the City.
  - E. "Offer" means a written offer to furnish goods, services, work, materials, construction and/or concessions to the City, in conformity with the standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.
  - F. "Offeror" means a business, entity or person who submits an Offer in response to a competitive solicitation.
  - G. "Public Record" means proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award.
  - H. "Purchase Order" means a document issued by the City Procurement Office directing the Contractor to deliver goods, services, work, materials, construction and/or concessions to the City.
  - I. "Request for Proposal" means a competitive solicitation issued by the City for the procurement of goods, services, work, materials, construction and/or concessions.



18. **Responsiveness to Specifications:** Performance or feature requirements which are designated as mandatory or minimums are needed in order to satisfy an identified task or performance need. A description is given for each designated feature. This description shall be used to determine if the Offeror's proposed product(s) and/or service(s) is/are capable of performing the function(s) specified in the Request for Proposal.

It is recognized that more than one method may be used to accomplish the sought after task functionality. If Offeror has an alternate method of performing functional tasks, then Offeror shall list such method as an "alternate", and described in full detail within the Proposal. The City shall be the sole judge as to whether any alternate methodology will be accepted.

"Must", "shall", "will", "minimum", "required" and/or "mandatory" performance/feature statements must be met or exceeded by the Offeror. Should no Offeror be found totally responsive to all designated Request for Proposal requirements, the City at its option, may either award the Contract to the most responsive Offeror or cancel the Request for Proposal and issue another Request for Proposal for the need under revised specifications.

19. **Technical Questionnaire:** Offeror must complete the Technical Questionnaire portion of this Request for Proposal and provide any documentation required to support the answers to the Questionnaire. Questionnaire items, which are designated as mandatory, are needed to satisfy a required task or performance criteria. Items, which may be listed as desirable, are not required to be responsive to the Request for Proposal and will be relatively evaluated against other proposals in making a final award decision.

If supporting documentation is required, Offeror shall provide the documentation in the sequence set forth in the Request for Proposal and ensure all technical literature and/or narrative explanations fully address the specifics of the question. Vague or disorganized responses that do not allow sufficient information for evaluation purposes may result in rejection of a Proposal.

20. **Proposal Opening:** Proposals shall be opened at the time and place designated on the cover page of this Request for Proposals. The name of each Offeror and the identity of the Request for Proposal for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposal shall be shown only to City personnel having a legitimate interest in its evaluation. Prices shall not be read. After Contract award, the proposals and the evaluation documentation shall be open for public inspection.

21. **Technical Proposal Opening:** Technical proposals (as received in step one of a two step bidding process) shall be opened at the time and place designated on the cover page of this document. The name of each Offeror and the identity of the Request for Proposal for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposal shall be shown only to City personnel having a legitimate interest in the evaluation. Evaluation documentation to substantiate technical proposal selection(s) shall be open for public inspection.

22. **Proposal Evaluation and Award:** Award(s) shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration the evaluation factors set forth in the Request for Proposal. The City shall be the sole judge as to the acceptability of the products and/or services offered.

23. **Clarifications and Negotiations with Offerors and Revisions to Proposal:** Clarifications may be made with any submitting firm at any time during the evaluation phase of this procurement. Clarifications are not negotiations and may be utilized by the City to ensure thorough and complete understanding of, and responsiveness to, the solicitation requirements. Negotiations may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award. The purpose of negotiations is to allow the City and the Offeror(s) to revise initial Offers through an exchange or series of exchanges. Should the City elect to call for final proposal revisions (best and final Offers), Offerors shall be accorded fair and equal treatment with respect to any opportunity for negotiations and revision of proposals, and such revisions may be permitted after submissions and prior to award. In conducting clarifications and negotiations there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such negotiations shall include but not be limited to:
- A. Determine in greater detail such Offeror's qualifications;
  - B. Explore with the Offeror the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;
  - C. Determine that the Offeror will make available the necessary personnel and facilities to perform within the required time; and
  - D. Agree 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.
24. **Code Governance:** Unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.
25. **Public Record:** Proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award. Material portions of the recommended Offer(s) as determined by the City may be posted to the City's web site up to five (5) days prior to the City Council meeting.

# STANDARD TERMS & CONDITIONS

Please note that these Standard Terms & Conditions shall be fully complied with by Offeror. Failure to comply with these requirements may result in rejection of a proposal for non-responsiveness, or cancellation or termination of any awarded Contract.

1. **Applicable Law:** This Contract shall be governed by, and 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 Request for Proposal and resultant Contract, and all statutes or ordinances pertaining specifically to the City. This Contract shall be governed by State of Arizona law and suits pertaining to this Contract may only be brought in courts located in Maricopa County, Arizona.
2. **Arizona Climate Action Compliance:** Offeror shall comply with all applicable standards, laws, rules, orders and regulations issued pursuant to A.R.S. §49-101, *et seq.*, including but not limited to, Arizona Executive Orders Nos. 2006-13 and 2005-02, with regard to reducing GHG emissions, increasing energy efficiency, conserving natural resources and developing renewable energy sources.
3. **Availability of Funds for the Next Fiscal Year:** The City's obligation for performance of the Contract is contingent upon the availability of City, state and federal funds that are allocated or appropriated for payment obligations of the Contract. If funds are not allocated by the City or available for the continued use or purchase of services, work and/or materials set forth herein, the City may terminate the Contract. The City will use reasonable efforts to notify Contractor of such non-allocation affecting the obligations of the Contractor and/or City. The City shall not be penalized or adversely affected for exercise of its termination rights. Further, the City shall in no way be obligated or liable for additional payments or other damages as a result of such termination. No legal liability on the part of the City for any payment may arise for performance under this Contract.
4. **Certification:** By signing the "Vendor's Offer", form 201-B (RFP), the Offeror certifies:
  - A. The submission of the vendor's proposal Offer response did not involve collusion or other anti-competitive practices.
  - B. Offeror agrees that it will comply with section 2-603(5) of the Tempe City Code ("TCC"), and will not refuse to hire or employ or bar or discharge from employment any person or discriminate against such person in compensation, conditions, or privileges of employment because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status. Offeror further agrees to provide a copy of its antidiscrimination policy to the City's Procurement Officer to demonstrate compliance with TCC section 2-603(5), or attest in writing to its compliance in accordance with the attached Affidavit of Compliance.
  - C. Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Offer. Failure to sign the "Vendor's Offer" or signing it with a false statement shall void the submitted proposal and any resulting Contract. In addition, the Offeror may be barred from future proposal and bidding participation with the City and may be subject to such further actions as permitted by law.
  - D. The Offeror agrees to promote and offer to the City only those materials and/or services as stated and allowed by this Request for Proposal and resultant Contract award. Violation of this condition shall be grounds for Contract termination by the City.

E. The Offeror expressly warrants that it has and will continue to comply in all respects with Arizona law concerning employment practices and working conditions, pursuant to A.R.S. § 23-211, *et seq.*, and all laws, regulations, requirements and duties relating thereto. Offeror further warrants that to the extent permitted by law, it will fully indemnify the City for any and all losses arising from or relating to any violation thereof.

F. Contractor agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, and the Legal Arizona Workers Act (LAWA), and all amendments thereto, along with all attendant laws, rules and regulations. Contractor acknowledges that a breach of this warranty is a material breach of this Contract and Contractor is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Contractor. Contractor hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.

5. **Commencement of Work:** Contractor is cautioned not to commence any work or provide any materials or services under the Contract until and unless Contractor receives a purchase order, Notice to Proceed, or is otherwise directed in writing to do so, by the City.
6. **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. Contractor also agrees that any 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.
7. **Conflict of Interest:** This Contract is subject to the cancellation provisions of A.R.S. § 38-511.
8. **Contract Formation:** This Contract shall consist of this Request for Proposal and the vendor's proposal Offer submitted, as may be found responsive and approved by the City. In the event of a conflict in language between the documents, the provisions of the City's Request for Proposal shall govern. The City's Request for Proposal shall govern in all other matters not otherwise specified by the Contract between the parties. All previous contracts between the Offeror and the City are not applicable to this Contract or other resultant contracts. Any contracted vendor documents that conflict with the language and requirements of the City's solicitation are not acceptable and void the Contract.
9. **Contract Modifications:** This Request for Proposal and resultant Contract may only be modified by a written contract modification issued by the City Procurement Office and counter-signed by the Contractor. Contractors are not authorized to modify any portion of this solicitation or resulting Contract without the written approval of the City Procurement Office and issuance of an official modification notice.
10. **Contracts Administration:** Contractor must notify the designated Procurement Officer from the City's Procurement Office for guidance or direction of matters of Contract interpretation or problems regarding the terms, conditions or scope of this Contract. The Contract shall contain the entire agreement between the City and the Contractor and the Contract shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.

11. **Cooperative Use of Contract:** Any Contract resulting from this solicitation shall be for the use of the City of Tempe. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tempe's Department of Procurement are eligible to participate in any subsequent Contract. Additionally, this Contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.maricopa.gov/Materials/SAVE/save-members.pdf> for a listing of participating agencies. The parties agree that these lists are subject to change. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter and/or rules and regulations of the respective political entity.

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 City shall not be responsible for any disputes arising out of transactions made by others. Contractor shall be responsible for correctly administering this Contract in accordance with all terms, conditions, requirements, and approved pricing to any eligible procurement unit.

12. **Dispute Resolution:** This Contract is subject to arbitration to the extent required by law. If arbitration is not required by law, the City and the Contractor agree to negotiate with each other in good faith to resolve any disputes arising out of the Contract. In the event of any legal action or proceeding arising out of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred with said fees and costs to be included in any judgment rendered.

13. **Energy Efficient Products:** The City may consider energy conservation factors including costs in the evaluation of equipment and product purchases for the purpose of obtaining energy efficient products. In addition, vendor proposal Offers may specify items that have been given an energy efficient classification by the federal government for consideration by the City.

14. **Billing:** All invoices submitted by Contractor for the City's review and approval shall be in itemized form to identify the specific item(s) being billed. Items must be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the City shall refer to the Contract number resulting from this Request for Proposal. Separate invoices are required on individual contracts or purchase orders. Only invoices with items resulting from this Request for Proposal will be accepted for review and approval by the City.

15. **Estimated Quantities:** This Request for Proposal references quantities as a general indication of the City's needs. The City anticipates considerable activity resulting from Contracts that will be awarded as a result of this Request for Proposal; however, the quantities shown are estimates only and the City reserves the right to increase or decrease any quantities actually acquired, in its sole discretion. No commitment of any kind is made concerning quantities and Offeror hereby acknowledges and accepts same.

16. **Events of Default and Termination:**

- A. The occurrence of any or more of the following events shall constitute a material breach of and default under the Contract. The City reserves the right to terminate the whole or any part of the Contract due to Contractor's failure to fully comply with any term or condition herein.
- i) Any failure by Contractor to pay funds or furnish materials, services and/or goods that fail to conform to any requirement of this Contract or provide personnel that do not meet Contract requirements;
  - ii) Any failure by Contractor to observe, perform or undertake any provision, covenant or condition of this Contract to be observed or performed by Contractor herein, including but not limited to failing to submit any report required herein;

- iii) Any failure to make progress in the performance required pursuant to the Contract and/or gives the City reason to believe that Contractor cannot or will not perform to the requirements of the Contract; or,
- iv) Any failure of Contractor to commence construction, work or services within the time specified herein, and to diligently undertake Contractor's work to completion.

B. Upon and during the continuance of an event of default, the City, at its option and in addition to any other remedies available by law or in equity, without further notice or demand of any kind to Contractor, may do the following:

- i) Terminate the Contract;
- ii) Pursue and/or reserve any and all rights for claims to damages for breach or default of the Contract; and/or,
- iii) Recover any and all monies due from Contractor, including but not limited to, the detriment proximately caused by Contractor's failure to perform its obligations under the Contract, or which in the ordinary course would likely result there from, including, any and all costs and expenses incurred by the City in: (a) maintaining, repairing, altering and/or preserving the premises (if any) of the Project; (b) costs incurred in selecting and retaining substitute Contractor for the purchase of services, materials and/or work from another source; and/or (c) attorneys' fees and costs in pursuing any remedies under the Contract and/or arising there from.

C. The exercise of any one of the City's remedies as set forth herein shall not preclude subsequent or concurrent exercise of further or additional remedies. In addition, the City shall be entitled to terminate this Contract at any time, in its discretion. The City may terminate this Contract for default, non-performance, breach or convenience, or pursuant to A.R.S. § 38-511, or abandon any portion of the project for which services have not been fully and/or properly performed by the Contractor.

D. Termination shall be commenced by delivery of written notice to Contractor by the City personally or by certified mail, return receipt requested. Upon notice of termination, Contractor shall immediately stop all work, services and/or shipment of goods hereunder and cause its suppliers and/or subcontractors to cease work pursuant to the Contract. Contractor shall not be paid for work or services performed or costs incurred after receipt of notice of termination, nor for any costs incurred that Contractor could reasonably have avoided.

E. The City, in its sole discretion, may terminate or reduce the scope of this Contract if available funding is reduced for any reason.

17. Termination for Convenience: The City at its sole discretion may terminate this Contract for convenience with thirty (30) days advance notice to Contractor. Contractor shall be reimbursed for all appropriate costs as provided for within the Contract up to the termination date specified.

18. **Force Majeure:**

- A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the Contract only in the event that and to the extent that such party's performance of the Contract is prevented by reason of force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, failures or refusal to act by government authority, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- B. Force majeure shall not include the following occurrences:
- i) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
  - ii) Late performance by a subcontractor.
- C. 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 in writing of such delay within forty-eight (48) hours of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or sent via certified mail and shall make a specific reference to this clause, 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 by hand delivery or certified mail 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 the results or effects of such delay prevent the delayed party from performing in accordance with the Contract.

19. **Gratuities:** The City may elect to terminate any resultant Contract, if it is found that gratuities in any form were offered or given by the Contractor or agent thereof, to any employee of the City or member of a City evaluation committee with a view toward securing an order, securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order. In event the 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 Contractor the amount of gratuity.

20. **Indemnification:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, officer, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose acts, errors, mistakes, omissions, work, services, or professional services the Contractor may be legally liable in the performance of this Contract. Contractor's duty to hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any claim for damage, loss or expenses that is attributable to bodily injury, sickness disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting from, caused by any acts, errors, mistakes, omissions, work, services, or professional services in the performance of this Contract by Contractor or any employee of the Contractor or any other person (not the City) for whose acts, errors, mistakes, omissions, work, or services the Contractor may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph. This provision shall survive the term of this Contract.

21. **Interpretation of Parole Evidence:** This Contract is intended as a final expression of the agreement between the parties and as a complete and exclusive statement of the Contract, unless the signing of a subsequent Contract is specifically called for in this Request for Proposal. 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 acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of the Contract, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

Contractor shall respond within five (5) calendar days after notice by the City of any defects and/or maintenance requests to immediately remedy the condition of the job site. Should the Contractor fail to respond promptly as set forth herein, the City shall correct the job site at the expense of the Contractor, and recover all attendant costs.

22. **Key Personnel:** Contractor shall provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract during the Contract term and any renewal periods. The Contractor must agree to assign specific individuals to the key positions.

A. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without prior written notice to the City.

B. If key personnel are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall replace each person with personnel of substantially equal ability and qualifications upon prior City approval.

23. **Licenses and Permits:** 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, at its sole expense.

24. **No Assignment:** No right or interest in this Contract shall be assigned by Contractor and no delegation of any duty of Contractor shall be made without prior written permission of the City.

25. **Notices:** All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices"), shall be in writing and shall be hand delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

City of Tempe Procurement Office  
Attn: Procurement Officer  
20 E. 6<sup>th</sup> Street (Second Floor)  
PO Box 5002  
Tempe, Arizona 85280

[Contractor's Name]  
[Attn of Offeror Named in Contract]  
[Address]

Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder.



26. **No Waiver:** No breach of default hereunder shall be deemed to have been waived by the City, except by written instrument to that effect signed by an authorized agent of the City. No waiver of any such breach or default shall operate as a waiver of any other succeeding or preceding breach or default or as a waiver of that breach or default after demand by the City for strict performance of this Contract. Acceptance of partial or delinquent payments or performance shall not constitute the waiver of any right of the City. Acceptance by the City for any materials shall not bind the City to accept remaining materials, future shipments or deprive the City of the right to return materials already accepted. Acceptance by the City of delinquent or late delivery shall not constitute a waiver of a later claim for damages and/or bind the City for future or subsequent deliveries.
27. **Overcharges by Antitrust Violations:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the City. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as the goods and/or services used fulfill the Contract.
28. **Performance Standards:** Equipment shall operate in accordance with the performance criteria specified in the Request for Proposal, including the manufacturer's published specifications applicable to the machine involved. Each machine is expected to be available for productive use, as provided in the procurement documents. Penalties and/or bonuses applicable to machine and system performance, if any, shall be calculated as specified in the Request for Proposal.
29. **Preparation of Specifications by Persons Other Than City Personnel:** No person preparing specifications for this Request for Proposal shall receive any direct or indirect benefit from the use of these specifications.
30. **Procurement of Recycled Materials:** If the price of recycled material that conforms to specifications is within five percent (5%) of the lower priced material that is not recycled and the recycled Offeror is otherwise the lowest responsive and responsible Offeror, the proposal containing recycled material shall be considered more advantageous; provided the item(s) to be obtained contains at least the minimum amount of recycled content material as defined in the City's solicitation and sufficient funds have been budgeted for the purchase.
31. **Provisions By Law:** Each and every provision of law and any clause required by law to be in this 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.
32. **Public Record:** After award of Contract, proposal responses shall be considered public record and open for public inspection except to the extent the withholding of information is permitted or required by law. If an Offeror believes a specific section of its proposal response is confidential, the Offeror shall mark the page(s) confidential and isolate the pages marked confidential in a specific and clearly labeled section of its proposal response. The Offeror shall include a written statement as to the basis for considering the marked pages confidential and the City Procurement Office will review the material and make a determination, pursuant to A.R.S. §§ 39-121, *et seq.*, and 41-1330, *et seq.* A general statement of confidentiality (boiler plate statement) that is not appropriately referenced to a specific section of the RFP will not be sufficient to warrant protection by the City. The confidential portion of the submission must be clearly noted with accompanying justification for treating the section confidential. Failure of the vendor to appropriately designate confidential information in this manner will relieve the City of any obligation to protect this information as confidential.
33. **Records:** Pursuant to provisions of Title 35, Chapter 1, Article 6 Arizona Revised Statutes §§ 35-214 and 36-215, Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the City Attorney or City Procurement Office.

34. **Relationship of Parties:** It is clearly understood that each party to this Contract will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other party. The Contractor is an independent contractor and shall be solely responsible for any unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments that may be required by federal, state or local law with respect to any compensation paid to the Offeror. An employee or agent of one party shall not be an employee or agent of the other party for any purpose whatsoever.
35. **Rights and Remedies:** No provisions of this Request for Proposal or in the proposal shall be construed, expressly or by implication, as a 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 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, shall not release the Contractor from any responsibilities or obligations imposed by the 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.
36. **Safety Standards:** All items supplied on this Contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards.
37. **Serial Numbers:** Proposals shall include equipment on which the original manufacturer's serial number has not been altered in any way. The City reserves the right to reject any and all equipment.
38. **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.
39. **Specially Designated Nationals and Blocked Persons List:** Contractor represents and warrants to the City that neither Contractor nor any affiliate or representative of Contractor:
- A. Is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order no. 13224, 66 Fed. Reg. 49079 (“Order”);
  - B. Is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s);
  - C. Is engaged in activities prohibited in the Order; or,
  - D. Has been convicted, pleaded *nolo contendere*, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.
40. **Time of the Essence:** Time is and shall be of the essence in this Contract. If the delivery date(s) specified herein cannot be met, Contractor shall notify the City using an acknowledgment of receipt of order and intent to perform without delay, for instruction. The City reserves the right to terminate this Contract and to hold Contractor liable for any cost of cover, excess cost(s) or damage(s) incurred as a result of delay.

41. **Unauthorized Firearms & Explosives:** No person conducting business on City property is to carry a firearm or explosive of any type. All Offerors, Contractors and subcontractors shall honor this requirement at all times and failure to honor this requirement shall result in Contract termination and additional penalties. This requirement also applies to any and all persons, including those who maintain a concealed weapon's permit. In addition to Contract termination, anyone carrying a firearm or explosive device will be subject to further legal action.
42. **Warranties:** Contractor expressly warrants that all materials and/or goods delivered under the Contract shall conform to the specifications of this Contract, and be merchantable and free from defects in material and workmanship, and of the quality, size and dimensions specified herein. This express warranty shall not be waived by way of acceptance or payment by the City, or otherwise. Contractor expressly warrants the following:
- A. All workmanship shall be finest and first-class;
  - B. All materials and goods utilized shall be new and of the highest suitable grade for its purpose; and,
  - C. All services will be performed in a good and workmanlike manner. Contractor's warranties shall survive inspection, acceptance and/or payment by the City, and shall run to the City, its successors, agents and assigns.

The Contractor agrees to make good by replacement and/or repair, at its sole expense and at no cost to the City, any defects in materials or workmanship which may appear during the period ending on a date twelve (12) months after acceptance by the City, unless otherwise specified herein. Should Contractor fail to perform said replacement and/or repair to City's satisfaction within a reasonable period of time, City may correct or replace said defective or nonconforming materials and recover the costs thereof from Contractor. This warranty shall not operate to reduce the statute of limitations period for breach of contract actions or otherwise, or reduce or eliminate any legal or equitable remedies.

43. **Work for Hire and Ownership of Deliverables:** Contractor hereby agrees and covenants that all the results and proceeds of Contractor's work and/or services for the Project specified herein, for Contractor and all of its agents, employees, officers and subcontractors, shall be owned by the City, including the copyright thereto, as work for hire. In the event, for any reason such results and proceeds are not deemed work for hire, Contractor agrees and covenants that it shall be deemed to have assigned to the City all of its right, title and interests in such results, proceeds and content to the City, without limitation. Contractor agrees to indemnify and hold the City harmless from and against all claims, liability, losses, damages and expenses, including without limitation, legal fees and costs, arising from or due to any actual or claimed trademark, patent or copyright infringement and any litigation based thereon, with respect to any work, services and/or materials contemplated in this Contract. Contractor agrees to pay to defend any and all such actions brought against the City. Contractor's obligations hereunder shall survive acceptance by the City of all covenants herein as well as the term of the Contract itself.
44. **Non-exclusive Contract:** Any Contract resulting from this Request for Proposal shall be awarded with the understanding and agreement that it is non-exclusive and entered into for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source to secure cost savings or if timely delivery may be met by the Contractor
45. **Ordering Process:** Upon award of a Contract by the City Procurement Office, the City may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate Contractor. Each purchase order must cite the correct Contract number. Such purchase order is required for the City to order and the Contractor to deliver the material and/or service.

46. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location(s) designated herein. 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. The City will notify the Contractor promptly of any damaged materials and shall assist the Contractor in arranging for inspection. Shipments under reservation are prohibited. No tender of a bill of lading shall operate as a tender of the materials.
47. **Delegated Awards:** In the event this Contract is administratively awarded via delegated authority as provided for in Section 26A-5 of the Procurement Ordinance, the Contractor acknowledges that a final Contract with the City of Tempe requires City Council approval and possibly the signature of the Mayor. Should this Contract be rejected by the City Council, Contractor agrees that it is immediately void and unenforceable against any party. The awarded firm(s) will be compensated only for any and all costs incurred up to the date of notification of such termination.

## Special Terms and Conditions

Proposals taking exception to Special Terms & Conditions stated within this Request for Proposal may cause the Proposal to be considered nonresponsive and rejected.

1. **City Procurement Document:** This Request for Proposal is issued by the City. No alteration of any portion of this Request for Proposal by an Offeror is permitted and any attempt to do so shall result in vendor's proposal Offer being considered nonresponsive, and rejected. No alteration of any portion of a resultant Contract is permitted without the written approval of the City Procurement Office and any attempt to do so shall be considered a breach of the Contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, Contract termination and/or suspension of the Contractor.
2. **Offer Acceptance Period:** To allow for an adequate evaluation, the City requires the vendor's proposal Offer in response to this Request for Proposal to be valid and irrevocable for 120 days after the proposal due time and date.
3. **Contract Type:** Term with justifiable price adjustments allowed, indefinite quantity.
4. **Term of Contract:** The term of the Contract shall commence on the date of award and shall continue for a period of one (1) year thereafter, unless terminated, canceled or extended as otherwise provided herein.
5. **Contract Renewal:** The City reserves the right to unilaterally extend the period of any resultant Contract for ninety (90) days beyond the stated term. In addition, the City at its option may renew for supplemental terms of up to a maximum of four (4) additional years. The period for any single renewal increment shall be determined by the City Procurement Office. Such increment shall not be for more than a period of one (1) year each, unless the City is eligible to obtain a significant cost and/or supply advantage by a longer Contract renewal period.
6. **Price Adjustment:**
  - A. The Procurement Office will review fully documented requests for price increases after the Contract has been in effect for six (6) months. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the Proposal and can be shown to directly affect the price of the item concerned. The City Procurement Office will determine whether the requested price increase, or an alternative option, is in the best interest of the City. Advanced thirty (30) day written notification by Contractor is required for any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the City Procurement Office. After the City approves a price increase the Contractor shall not be eligible to receive an additional increase until six (6) months from the date of the last approved price increase.
  - B. Price increase requests must be acknowledged in writing by the City Procurement Office before becoming effective. If not acknowledged within thirty (30) days, Contractor shall contact the City Procurement Office to assure the price increase request was received.
  - C. The Contractor shall offer any published price reduction or if applicable to Contract, profit sharing price advantage to the City concurrent with its announcement to other customers. A price reduction or profit sharing price advantage may be offered at any time during the terms of an awarded Contract and shall become effective upon notice and acceptance. The City shall likewise take advantage of any special sales discounts offered to the general public, which exceed contracted price discounts extended to the City by the Contractor.
7. **Multiple Awards:** The City has a large number and variety of potential customer departments. In order to assure that any ensuing Contracts will allow the City to fulfill current and future requirements, the City reserves the right to award Contracts to multiple companies. The actual utilization of any Contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each Offeror.

8. **Insurance:**

- A. **Insurance Required:** Prior to commencing services under this Contract, Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries (including death) to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, subcontractors, or sub-subcontractors. For Offerors with self-insurance, proof of self-insurance with minimum limits expressed below must be submitted on proper forms for evaluation prior to award of Contract.

A Contract Award Notice or Purchase Order will not be issued to a Vendor until receipt of all required insurance documents by the City Procurement Office with such documents meeting all requirements herein. In addition, before any Contract renewal, all required insurance must be in force and on file with the City Procurement Office. Contractor must submit required insurance within ten (10) calendar days after request by the City Procurement Office or the award may be rescinded and another Vendor selected for award.

- B. **Minimum Limits of Coverage:** Without limiting any obligations or liabilities, the Contractor, at its sole expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance and with forms satisfactory to the City. Each insurer shall have a current A.M. Best Company, Inc., rating of not less than A-VII. Use of alternative insurers requires prior approval from the City.

- i. **Minimum Limits of Insurance.** Contractor shall maintain limits no less than:

a. **Commercial General Liability**

Commercial general liability insurance limit of not less than \$1,000,000 for each occurrence, with a \$2,000,000 general aggregate limit. The general aggregate limit shall apply separately to the services under this Contract or the general aggregate shall be twice the required per occurrence limit. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, 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 officer policy form CG2010 11/85 edition or any replacement thereof.

In the event the general liability policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the services as evidenced by annual certificates of insurance.

Such policy shall contain a "severability of interests" provision.

b. **Worker's Compensation**

The Contractor shall carry worker's compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of 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 services are subcontracted, the Contractor will require the subcontractor to provide worker's compensation and employer's liability to at least the same extent as provided by Contractor.

c. **Automobile Liability**

Commercial business automobile liability insurance with a combined single life or bodily injury and property damages of not less than \$1,000,000 per accident regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor services. Coverage will be at least as broad as coverage Code 1 "any auto". Insurance Service Office policy form CA0001 Y87 or any replacements thereof. Such coverage shall include coverage for loading and unloading hazards.

- C. Additional Insured. The insurance coverage, except for workers compensation and professional liability coverage, required by this Contract, shall name the City, its agents, representatives, directors, officials, employees, and officers, as additional insureds, and shall specify that insurance afforded the Contractor shall be primary insurance. This provision and the naming of the city as an additional insured shall in no way be construed as giving rise to responsibility or liability of the City for applicable deductible amounts under such policy(s).
- D. Coverage Term. 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 by the City. Failure to do so shall constitute a material breach of this Contract.
- E. Primary Coverage. Contractor's insurance shall be primary insurance to the City, and any insurance or self insurance maintained by the City shall not contribute to it.
- F. Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the City.
- G. Waiver. The policies, including 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 work or services of the Contractor.
- H. Deductible/Retention. The policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self insured retentions shall be disclosed by the contractor and shall not be applicable with respect to the coverage provided to the City under such policies. Contractor shall be solely responsible for deductible and/or self-insurance retention and the City, at its option, may require Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- I. Certificates of Insurance. Prior to commencing work or services under this Contract, Contractor shall furnish the City with certificates of insurance, or formal endorsements as required by the Contract, issued by the Contractor's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number or name and shall provide for not less than thirty (30) days advance notice of cancellation, termination, or material alteration. Such certificates shall be sent directly to: Contract Administrator, City of Tempe, P. O. Box 5002, Tempe, AZ 85280.
- J. Copies of Policies. The City reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the above policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under this Contract.

9. **Payments - After Acceptance of Delivery:** Payment in full shall be made to the Contractor within thirty (30) days after receipt and acceptance of delivery by the City, unless terms other than net thirty (30) days are offered as a discount, at the City's sole discretion.



**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
RUSH TRUCK CENTERS OF ARIZONA,  
DBA RUSH TRUCK CENTER OF PHOENIX**

**EXHIBIT B**  
Award and Rate Sheet

# Contract Award Notice



City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/procurement

**Contract Number:** T15-097-01

Rush Truck Centers of Arizona, Inc,  
dba Rush Truck Center of Phoenix  
George Beal  
9600 W. Roosevelt Street  
Tolleson AZ 85353

**Contract Period** 08/17/2015  
To  
08/16/2016

**Phone:** (602)422.8122  
[bealg@rushenterprises.com](mailto:bealg@rushenterprises.com)

**Vendor Number:** 00618

## Solicitation/Contract Requirements

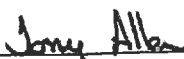
This Contract Award Notice is issued for the purchase of **Refuse Vehicles** per the terms, conditions, specifications and requirements of **RFP #15-097**. The contract shall remain in effect through **08/16/2016** unless extended, renewed or canceled per terms and conditions of **T15-097-01**. It is to be noted that any contracted vendor document(s) that conflict with the language and requirements of the City's solicitation are not acceptable and will void the contract. In addition, contracted vendor is not to begin work or make delivery of awarded items until any and all required insurance and/or performance bonds are posted with the City Procurement Office.


Item No.	Item Description	Pricing	Unit Price
	Per contract documents		

## Vendor Address Change

If contracted vendor has a change of address for mailing payments and/or for mailing future bid solicitations, it is the vendor's responsibility to notify the City Procurement Officer identified with this contract and to ensure all such mailing address information is kept current. At least once a year, contact the Procurement Officer identified for this contract and ensure your current address has been entered to the City Procurement Office automated system.

Please note that your City of Tempe contract number is **T15-01**. This number **must** appear on all receivers, invoices and statements. Payment will be made on a monthly basis following receipt of a monthly itemized statement. Monthly invoices must be segregated by City departments and mailed directly to each City customer department. Invoices **must** be mailed to the following address: City of Tempe, **Division, Attn:** P.O. Box 5002, Tempe, AZ. 85280. Statements **must** be mailed to: City of Tempe, **Accounting** PO Box 5002, Tempe, Arizona 85280.

  
Tony Allen, CPPB  
Procurement Officer  
(480) 350-8548

  
Michael Greene, CPM  
Central Services Administrator

**THIS IS NOT A PURCHASE ORDER.**  
All terms and conditions of this Award Document are per the City's Solicitation Document



Rush Truck Center, Phoenix  
 9600 W. Roosevelt St.  
 Tolleson, AZ 85353  
 602-422-8100

## Customer Proposal Letter

City of Glendale  
 6210 W. Myrtle Ave.  
 Glendale, AZ 85301-2599  
 623-930-2621  
 WSTERLING@GLENDALEAZ.COM

Thank you for the opportunity to earn your business. We look forward to working with you on your business needs. Please accept the following proposal.

### VEHICLE

Make Peterbilt Model 320 Year 2016 Stock Number To Be Determined  
 Additional Vehicle and Accessories Description To be delivered on or about 4/1/2016

LOCAL MODIFICATIONS: OUT SIDE OF CAB HOUR METER, REAR WINDOW DELETE, UNDER CAB INSULATION, RED DOT ROOF A/C MODIFICATION, BRAKE CHECK INDICATORS, DUAL BRAKE PEDAL, DRIVER SIDE AIR NOZZLE, ELECTRONIC CATALOG, LOOK DOWN PASSENGER MIRROR, AIR TANK MANIFOLD, SCORPION SIDE LOAD BODY PER ATTACHED QUOTATION.

Quantity	5	Total
Truck Price per Unit	\$249,858.08	\$1,249,290.40
F.E.T. (Factory & Dealer Paid)	\$0.00	\$0.00
Net Sales Price	\$249,858.08	\$1,249,290.40
Optional Extended Warranty(ies)		
State Sales Tax	\$20,738.22	\$103,691.10
Documentary Fee	\$250.00	\$1,250.00
Administration Fee		
Vehicle Inventory Tax		
Additional Taxes	\$25.00	\$125.00
Tire Recycling Program	\$20.00	\$100.00
Battery Disposal Fee		
Out of State Vehicle Fee		
Rebate(s)		
Total Sales Price (Including Rebate(s))	\$270,891.30	\$1,354,456.50
Trade Allowance (see DISCLAIMER Below)		\$0.00

Sales Representative

*George Beal*  
 signature

George Beal

printed name

Purchaser

signature

printed name

title

date

Accepted by Sales Manager or General Manager

signature

printed name

Quote good until 11/11/2015

Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.

DISCLAIMER: Any order based on this Proposal subject to Customer executing Dealer's standard form Retail Purchase Order incorporating above terms. Any documentary fees, state tax, title, registration and license fees subject to adjustment and change. Actual F.E.T. to be paid by Dealer, subject to adjustment. Any F.E.T. variance will be responsibility of Dealer. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If Quoted Vehicle(s) not currently in Dealer's stock, Dealer reserves right to change Quotation Total to reflect any price increases from Manufacturer. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer not obligated to retain any specific vehicles in stock, nor maintain any specific inventory level. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) not in stock or available within requested delivery schedule at time Proposal accepted. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s), where such inability or delay is due, in whole or in part, to any cause beyond the reasonable control of Dealer or is without the gross negligence or intended misconduct of Dealer. Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of this Proposal by Customer.

# Vendor's Offer

Form 201-B (RFP)

"Return this Section with your Response"

It is required that Offeror complete, sign and submit the original of this form to the City Procurement Office with the proposal response. An unsigned "Vendor's Offer", late proposal response and/or a materially incomplete response will be considered nonresponsive and rejected.

Offeror is to type or legibly write in ink all information required below.

Company Name: <u>Push Truck Centers of Arizona, Inc DBA Push Truck Center Phoenix</u>		
Company Mailing Address: <u>9600 W. Roosevelt St.</u>		
City: <u>Tolleson</u>	State: <u>Arizona</u>	Zip: <u>85353</u>
Contact Person: <u>George Beal</u>	Title: <u>Sales Representative</u>	
Phone No.: <u>602-422-8122</u>	FAX: <u>602-422-8175</u>	E-mail: <u>bealg@pushenterprises.com</u>
<b>Company Tax Information:</b>		
Arizona Transaction Privilege (Sales) Tax No.:	<u>07-599669-tc</u>	or
Arizona Use Tax No.:	_____	
Federal I.D. No.:	<u>74-2927286</u>	
City & State Where Sales Tax is Paid:	<u>Tolleson, Arizona</u>	
If a Tempe based firm, provide Tempe Transaction Privilege (Sales) Tax No.:	_____	

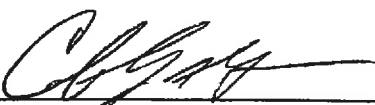
## THIS PROPOSAL IS OFFERED BY

Name of Authorized Individual (TYPE OR PRINT IN INK) Chris Ryan

Title of Authorized Individual (TYPE OR PRINT IN INK) Regional Manager

## REQUIRED SIGNATURE OF AUTHORIZED OFFEROR (MUST SIGN IN INK)

By signing this Vendor's Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offeror or potential Offeror. Failure to sign and return this form with proposal response will be considered nonresponsive and rejected.

  
\_\_\_\_\_  
Signature of Authorized Offeror  
(H:/RFP 3-2008)

5/7/2015  
Date

**Proposal Questionnaire**  
Return this Section with your Response

Bidder shall submit answers to the following questions. Responses will be utilized in determination of contract award.

	Question	Response
1	Provide the address of the facility that will supply units to the City of Tempe. a If you do not have a Tempe, or valley address, how do you intend to handle repair/warranty issues	9608 W. Roosevelt St. Tolleson, Arizona 85353 —
2	Describe your company and its history – include years in business	see attached
3	Please provide contact information for the primary account representative and a backup contact for the City of Tempe. • Contact Name • Phone Number • Cell Phone Number • e-mail address	Provide contact information below George Beal 602-422-8122, cell 602-418-4355 george.beal@enterprise.com
4	Do you have factory-trained personnel on site to perform installation, maintenance and repair on the equipment you are offering?	yes
5	What is the delivery time ARO for the equipment you are offering – liquidated damages will apply if delivery timelines are not met. The City of Tempe prefers a delivery time of 180 days or less. Liquidated damages are \$100 per day per truck will be assessed after the agreed upon delivery date has expired. a Do you understand and accept this condition?	220 days or less yes
6	If required warranty work requires that vehicle to be taken to your facility for repairs to be effected, will you pick up and return vehicle at no cost to the City of Tempe?	yes for chassis
7	Do you provide, at no cost, human based technical support for the cab and chassis to assist with diagnosis of problems for service technicians? This service must be available for the lifecycle of the unit or 10 years, whichever comes first. a If yes, provide information explaining the working of the program, the level of support provided and hours the service is available.	yes for chassis 8:00 A.M - 5:00 P.M Monday - Friday assistance provided upon request
8	Do you provide, at no cost, human based technical support for the refuse body to assist with diagnosis of problems for service technicians? This service must be available for the lifecycle of the unit or 10 years, whichever comes first. a If yes, provide information explaining the working of the program, the level of support provided and hours the service is available.	Dudde Mfg. (Yes) local dealer and manufacturer, local support 6 A.M - 4:30 P.M Plus emergency call.
9	Do you agree to the Terms and Conditions of this RFP? a If No, explain to right	yes
10	List three (3) governmental or large corporate references for which you currently provide similar services.	

	<ul style="list-style-type: none"> <li>• Organization/Firm Name</li> <li>• Contact Name</li> <li>• Phone Number</li> </ul>	Provide Reference Information Below City of Mesa, Pete Squaratiotti 480-644-5909 City of Phoenix, Ross Labadie 602-262-4788 City of Peoria, Charlie Johnson 623-723-7495
11	List number of units already built to these specifications and body configurations Front Loaders Rear Loaders Side Loaders	Provide quantities below McNeilus 2000 plus McNeilus 2000 plus Dodge M80 200+

City of Scottsdale, Rick Logno 480-312-5577  
 City of Avondale, Ross Ellis 623-333-4474  
 Town of Gilbert, Bill Kohn 480-503-6526

## Specifications – Cab and Chassis

Return this Section with your Response

Desired minimum specification for vehicle chassis. Any exceptions to the desired specifications must be explained. Any omission from these specifications shall not relieve the contractor from the responsibility of furnishing a vehicle with all necessary components, accessories, controls, technical advice and supervision for efficient operation.

**All specifications are preferred unless noted otherwise.** If your product does not at least meet the indicated minimum specifications, or you are offering an equivalent brand, you must indicate "No" and provide details about your offering in the exception column. The decision to accept or reject the vendor offered substitution is at the sole discretion of the City of Tempe.

The City will be the sole determiner of acceptability of 'approved equals'.

**Specification Multiplier**

- Item marked with  are required – if not included, offer may be considered non-responsive
- Items marked with  will be scored with a multiplier of 5
- Items marked with  will be scored with a multiplier of 3
- Unmarked items will have no multiplier

C.D.	Description	Vendor Response		
		Yes	No	Exception
<input checked="" type="checkbox"/>	2 door COE Design - Required	<input checked="" type="checkbox"/>		
	a Specify Manufacturer			<i>Peterbilt</i>
	b Specify Model			<i>320</i>
	c Specify Warranty			<i>Base, 1 year 100k see attached</i>
2	Instruments – Fuel, voltmeter, oil pressure, air pressure, water temperature, transmission temperature, tachometer, & speedometer.	<input checked="" type="checkbox"/>		
	a Each gauge shall be independently wired and grounded. Units with "Smart Gauge" systems will not be accepted unless software, hardware and training is provided to allow the City the ability to reprogram and reset gauges.	<input checked="" type="checkbox"/>		<i>wired as built</i>
3	Driver's seat with air lumbar support, National Seating model Standard Plus or Captain series or equal high-back, low profile air ride- cloth covered.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<i>National, not Standard plus or captain</i>
	a Drives seat shall be mounted in a way to provide the maximum amount of rearward adjustment that the cab will allow providing maximum legroom for driver.	<input checked="" type="checkbox"/>		
4	Matching air ride Passenger seat supplied with air control on right side of seat - cloth covered.	<input checked="" type="checkbox"/>		
5	Dual windshield wipers and washers	<input checked="" type="checkbox"/>		
6	Dual sun visors	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<i>single RV style</i>
7	AM/FM/CD radio	<input checked="" type="checkbox"/>		
8	Tinted safety glass	<input checked="" type="checkbox"/>		
9	All windows, excluding windshield, to be covered with the darkest available high performance metalized film (complaint with local legal requirements).	<input checked="" type="checkbox"/>		
	a Windshield shall have a full width strip, 4" to 5" wide, of tint along the top edge across the entire windshield	<input checked="" type="checkbox"/>		
10	Door windows shall be power assisted with controls easily accessible to the driver.	<input checked="" type="checkbox"/>		
	a Motors shall be mounted inside the door and shall not protrude past door panel	<input checked="" type="checkbox"/>		
11	Dual 6" x 16" collapsible west coast mirrors with 8" convex mirror mounted at base of frame	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<i>Velvac RV style</i>
12	Dual air conditioning system. Factory installed dash air system and roof air system designed to operate with A/C coming out dash and roof vents at the same time if needed. To be of sufficient size and rating for use in ambient	<input checked="" type="checkbox"/>		

	temperatures of up to 120 degrees Fahrenheit.	✓		
13	Roof air conditioning will incorporate a Red Dot R-2000 ceiling mount evaporator or equal. All repair components to be available locally. Condenser to be factory installed dual fan, roof mount. Unit and all components, including condenser, installed in a manner that does not interfere with any of the truck or refuse operational controls.	✓	✓	Additional Red Dot system, installed at Fresh Truck Center.
14	Factory installed heater and defroster	✓		
	LED chassis lighting package incorporating solid mounts with mid body turn signal is required	✓		
16	All wiring must be neatly loomed and routed	✓		
17	12 volt cigarette lighter style power accessory receptacle within easy access of driver is to be provided - minimum 15 amp rating	✓		
18	Double/extended brake pedal	✓		
19	Color Nutmeg - AXALTA (Dupont) Imron Elite or equal	✓		
20	Any wiring or plumbing running up the side or over the roof of body shall be protected from tree limbs, or other obstructions, that might contact the body	✓		
a	Weather pack connectors shall be used at all connectors that might be subject to inclement weather.	✓		
b	All areas where wiring passes through sheet metal and panel openings are to be grommeted	✓		
21	Mud flaps installed on front and rear fenders to keep mud and debris from getting on refuse box or any components - no advertising allowed	✓		
22	Metal shield to be mounted ahead of front tandem tires and extend downward a sufficient length to prevent mud and debris from getting on refuse box or any components.	✓		
23	Full engine enclosure and cab floor heat and noise insulation to be provided	✓		
a	Insulation is to cover the complete underside of the "doghouse" and extend out both sides coating the cab floor	✓		
b	Bayseal 2.7P closed cell roofing foam or approved equal	✓		
c	Ceramic insulating beads added into topcoat for additional heat reflective properties	✓		
24	Full cab wall and roof insulation to be provided - minimum R-18	✓		
a	Area behind driver shall be fully insulated and finished - floor to headliner with the exception of rear window	✓		
Water, Drainage, and Exhaust				
1	GVRW - minimum 58,000#	✓		
2	Wheel-base, cab to axle and overhang shall all meet respective body manufacturer's requirements. It is the vendor's responsibility to design the unit and guarantee legal load limits and weight distribution using average weights under normal conditions.	✓		
3	Frame rails of sufficient strength and rating to withstand continuous refuse truck service. The RBM rating of at least 3,000,000 in the main section, primarily of bolted construction with as few rivets as possible.	✓		
a	No welding on frame rails or cross members	✓		
b	No drilling of frame rail flanges	✓		
4	Front axle - 20,000# minimum with springs and shocks	✓		
5	Springs and spring hangers for front axle to exceed the rating of the axle.	✓		
6	Rear axle - Tandem axles with dual wheels and a minimum 40,000# rear axle rating - Meritor MT40-14X.	✓		Dana Spicer DS4 44
7	Axles to have outboard drums and hub seals.	✓		
8	6.14 gear ratio to optimize refuse can to can power and speed, and be able to obtain approximately 60 mph road speed.	✓		
a	State gear ratios and MPH calculations offered			6.17 60mph @ 2,000 rpm
9	Rear suspension - Hendrickson Haulmax HMX-400 or approved equal. Suspension capable of withstanding a minimum GVWR of 40,000 #.	✓		



	a	Specify Brand, Model and rating offered	<i>Hendrickson HMX-400</i>		
10		Rear suspension – Hendrickson HMX-400 or approved equal. Suspension capable of withstanding a GVWR of 60,000#.		✓	
	a	Specify Brand, Model and rating offered	<i>Hendrickson HMX-400, 60K creep</i>		
11		Brakes – dual circuit anti-lock, air		✓	
		S cam actuators with automatic slack adjusters required		✓	
	b	18.0 CFM minimum compressor		✓	
	c	Air dryer with replaceable cartridge shall be included – spin on preferred		✓	
	d	Air system to have air coupling or stem valve to allow pressurization of system from an outside source		✓	
	e	Air tanks shall be plumbed to allow manual draining without getting under the vehicle			
	f	State front brake size	<i>16.5" x 7"</i>		
	g	State rear brake size – Tandem Drive Axle	<i>16.5" x 8.6"</i>		
12		Parking Brake – air activated release, spring loaded		✓	
13		Tires – radial tubeless with standard highway tread (must be new tires – no retreads)			
	a	Size - 315/80R22.5 load range L		✓	
14		Wheels – Aluminum disc, 10 hole hub-piloted		✓	
15		Fuel Tank Capacity – approximately 70 gallon DFE		✓	
	a	State tank capacity	<i>min 70 gal. varies with body supplier.</i>		
16		A means for towing vehicle with wrecker must be provided. Pick up loops or eyes on front of vehicle strong enough to tow the vehicle with the front wheels off the ground. Must have a front bumper.		✓	
17		Hydraulic power steering		✓	
	a	Reservoir shall be mounted that allows checking and filling from ground level		✓	✓ <i>check from ground, fill with short step ladder</i>
18		Smallest available steering wheel to be installed		✓	
	a	State outside diameter of wheel to be provided	<i>16"</i>		
				Vendor Response	
				Y	No Exception
1		EPA compliant electronically controlled, water cooled, 4 cycle CNG engine. Cummins ISL-G (320 HP) minimum or equal.		✓	
	a	State Manufacturer	<i>Cummins</i>		
	b	State Model	<i>ISL-G</i>		
	c	State Horsepower	<i>320/2200</i>		
	d	State Torque	<i>1000/1300</i>		
	e	State year of manufacture	<i>2015</i>		
-		It is required that engine, injectors, fuel pump, turbo, and after treatment if equipped, be warranted for 5 years/100,000 miles with no deductible		✓	<i>5 yr / 100K w/ ISL-G</i>
3		Oil Filter – full flow, spin-on		✓	
4		Air Cleaner – dry type – dual element. Air intake for the engine must be from a point above roof of cab and properly bonneted to keep out moisture. Intake system to have restriction gauge mounted on the air cleaner housing.		✓	
5		Coolant Filtration System – spin on type with pre charged element			✓
6		Cooling system must have the largest heavy-duty components available with coolant recovery system. Cooling system filter equipped. Manufacturer must state that cooling system will keep engine at normal operating temperature in very dusty conditions and in temperatures that can reach 120 degree Fahrenheit. The preferred cooling system will have no more than one radiator, frontally mounted.		✓	✓ <i>no coolant filter,</i>
	a	Metal surge tank preferred		✓	
	b	If plastic tank used, it must be warranted for a minimum of five (5) years for workmanship, cracks, leaks or sun damage			
	c	Hoses (radiator, by-pass and heater) – Gates Blue Stripe or equal		✓	

	d	Hose clamps to be worm drive compatible with silicone rubber	✓		
7		Turbo shall have a separate heat shield to deflect heat from cab floor or vehicle interior	✓		
8		Engine alarm and shutdown system for high water temperature and low oil pressure. System must be OEM approved.	✓		
9		Engine supplied with high quality fuel filtering system to remove all impurities, including water, from the fuel with spin on filter.	✓		
10		Alternator – 12 volt Delco HD 33Si series 135 amp minimum.	✓		
	a	State alternator manufacturer, model and amperage			<i>Delco 36 si, 160 amp. Brushless.</i>
11		Batteries – 3 ea 12 volt low, or maintenance free, 2250 CCA minimum	✓	✓	<i>2100 CCA.</i>
12		Cables professionally formed and routed with the shortest cable possible to reduce voltage drop and amp loss.	✓		
13		Batteries housed in covered container that is resistant to corrosion and yet must be easily accessible for servicing.	✓		
14		Unit must be supplied with a battery cut off switch with lockout. The switch is to be mounted as close to the batteries as possible and wired to interrupt the positive battery feed.	✓		
	a	Fused circuit to maintain power to cab radio for retention of set station memory	✓		
	b	No keyed battery disconnect switches	✓		
15		Exhaust System – Proper heat shielding is required to preclude refuse debris from contacting any heat sources created by the turbo and exhaust system components. Height of system, including diffuser, should not exceed height of body.	✓		
Transmission			Vendor Response		
			Yes	No	Exception
1		Allison automatic – 4500 RDS, 6 speed – wide ratio	✓		
	a	Push button selector	✓		
	b	Filter – spin-on, located conveniently for service	✓		
	c	Transmission oil to air or oil to coolant water cooler	✓		
2		Equipped with internal retarder			
3		Dipstick provided – must be accessible from the ground without tilting the cab.	✓		
4		Transmission must be supplied from the factory with Allison approved Transynd synthetic fluid.	✓		
5		Allison ETC 5 year extended warranty to be included	✓		
1		The preferred medium for manuals is a web based platform. Vendors shall provide (at no cost to the City) access to all online manuals, including updates, for the lifecycle of the unit, or ten years, whichever comes first.	✓	✓	<i>Peterbilt Web E-Cab 4 year \$350 per year there after</i>
2		If online manuals are not yet available, digital versions can be substituted; however, they must be in PDF format. Pdf manuals must be searchable by item/topic.		✓	
	a	Must be capable of being installed on a shared drive for access at multiple locations without using the CD, or provide the ability to copy the manuals for use at multiple locations.	✓		
3		Service Manuals – to include comprehensive hydraulic and wiring schematics			
	a	Chassis	✓		
	b	Engine	✓		
	c	Transmission	✓		
	d	ABS	✓		
	e	Body	✓		<i>Supplied by body co.</i>
4		Parts Manuals			
	a	Chassis	✓		
	b	Engine	✓		

	c	Transmission	✓		
	d	ABS	✓		
	e	Body	✓		← Supplied by body co.
	5	Operators manual – two (2) – to be supplied with each unit	✓		
	<b>Training</b>		Vendor Response		
			Yes	No	Exception
	1	On site factory authorized operator training for each vehicle delivered. Operator training shall be scheduled at the convenience of the City of Tempe personnel	✓		
	2	Vendor familiarity training for maintenance and repair of the vehicle. Training must occur within 2 weeks of request by the City.	✓		
	<b>Miscellaneous</b>		Vendor Response		
			Yes	No	Exception
	1	Data label shall be affixed to the vehicle that lists all fluid capacities and fluid type	✓		
		MCO supplied at time of delivery is required	✓		
	3	A minimum of 4 sets of keys shall be supplied at time of delivery	✓		
	4	If multiple units are ordered, all units shall be keyed alike unless otherwise specified	✓		

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
RUSH TRUCK CENTERS OF ARIZONA,  
DBA RUSH TRUCK CENTER OF PHOENIX**

**EXHIBIT C**  
Scope of Work

**PROJECT**

Purchase of five (5) 2016 Peterbilt side-loader trucks for the Sanitation Department.

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
RUSH TRUCK CENTERS OF ARIZONA,  
DBA RUSH TRUCK CENTER OF PHOENIX**

**EXHIBIT D**

**METHOD AND AMOUNT OF COMPENSATION**

Method of compensation is provided in Section 3 of the agreement.

**NOT TO EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$1,354,457 for the entire term of the Agreement.

**DETAILED PROJECT COMPENSATION**

Compensation is for the purchase of five (5) 2016 Peterbilt side-loader trucks.



## Legislation Description

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**File #: 15-769, Version: 1**

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**AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR COOPERATIVE PURCHASE OF 300 GALLON REFUSE CONTAINERS FROM ROTATIONAL MOLDING, INC.**

Staff Contact: Jack Friedline, Director, Public Works

**Purpose and Recommended Action**

This is a request for City council to authorize the Acting City Manager to enter into a linking agreement with Rotational Molding, Inc., for the cooperative purchase of 300 gallon refuse containers, in an amount not to exceed \$65,000 annually, and to authorize the City Manager to renew the agreement, at the City Manager's discretion, for an additional one-year renewal, not to exceed \$130,000 for the full term of the agreement.

**Background**

The Sanitation Division of the Public Works Department provides garbage and recycling containers to residents. The agreement with Rotational Molding Inc. will be utilized to replace 300 gallon refuse containers and to provide parts for repair of existing containers. The division typically replaces approximately 200 of the containers annually.

Rotational Molding Inc. was awarded a bid by the City of Tucson for 300 Gallon Refuse Containers and staff is requesting to utilize the cooperative purchase with Strategic Alliance for Volume Expenditure (SAVE). SAVE is a consortium of local municipalities, in which Glendale is a member. Contract No. 130609 was awarded on November 20, 2012 and ends on November 19, 2016, and includes an option to renew the term of the agreement for an additional one year period, allowing the agreement to be extended through November 19, 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**

In Fiscal Year 2015, staff used the City of Tucson's cooperative agreement to purchase 300 gallon refuse containers, including barrels, lids, barcode serial numbers and mold in graphic on lids, in the amount of \$34,657.40. These expenditures were administratively approved.

**Community Benefit/Public Involvement**

Timely replacement/repair of broken or damaged refuse containers provides Glendale residents with a sanitary method of refuse disposal and ensures the community's quality of life.

**Budget and Financial Impacts**

Funding is available in the Fiscal Year 2015-16 Public Works Operating and Maintenance budget. Expenditures with Rotational Molding Inc. are not to exceed \$130,000 for the entire term of the agreement; contingent upon Council Budget approval.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$65,000</b>	<b>2480-17830-52440, Sanitation, Curb Service</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  
ROTATIONAL MOLDING 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 Rotational Molding Inc., a California corporation ("Contractor"), collectively, the "Parties."

**RECITALS**

- A. On November 20, 2012, under the S.A.V.E Cooperative Purchasing Agreement, the City of Tucson entered into a contract with Contractor to purchase the goods and services described in the 300 Gallon Automated Refuse Containers, Contract No. 130609 ("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 Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was November 20, 2012, until the date the contract expires on November 19, 2016, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond November 19, 2017. The initial period of this Agreement, therefore, is the period



from the Effective Date of this Agreement until November 19, 2016. The City Manager or designee, however, may renew the term of this Agreement for a one (1)-year period until the Cooperative Purchasing Agreement expires on November 19, 2017. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

2. Scope of Work; Terms, Conditions, and Specifications.
  - A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit C.
  - B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.
3. Compensation.
  - A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree to a different schedule, as provided in Exhibit D.
  - B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed sixty five thousand dollars (\$65,000) annually or one hundred thirty thousand dollars (\$130,000) 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. 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 Bill Sterling  
6210 W Myrtle Ave, Suite # 111  
Glendale, Arizona 85301  
623-930-2619  
and

Rotational Molding Inc.  
c/o Mario Poma, President / CEO  
17022 S Figueroa Street  
Gardena, CA. 90248  
310-327-5401

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

Rotational Molding Inc.,  
a California corporation

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

By:   
Name: Mario Poma  
Title: President/CEO

ATTEST:

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

APPROVED AS TO FORM:

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

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
ROTATIONAL MOLDING INC.**

**EXHIBIT A**

City of Tucson - 300 Gallon Automated Refuse Containers, Contract No. 130609

# CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
 255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
 P.O. BOX 27210, TUCSON, AZ 85726  
 (520) 837-4123  
 ISSUE DATE: SEPTEMBER 8, 2015

CONTRACT NO.: 130609-01  
 CONTRACT AMENDMENT NO.: SIX (6)  
 PAGE 1 of 3  
 CQ  
 CONTRACT OFFICER: JEFFREY WHITING

THIS CONTRACT IS AMENDED AS FOLLOWS:

## 300 GALLON AUTOMATED REFUSE CONTAINERS



1. Pursuant to Contract No. 130609, Special Terms and Conditions, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of November 20, 2015 through November 19, 2016.
2. In accordance with the Contracts Price Page, the following item is hereby add:
  5. 300-gallon plastic automated refuse container, blue, without lid, per specifications, including delivery \$186.90 ea.
3. Paragraph of the Special Terms and Conditions section is hereby replaced with the following paragraph:

**INSURANCE:** The Contractor agrees to:

- A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least thirty (30) calendar days prior to termination, cancellation, or reduction in coverage in any policy.
- B. The Commercial General Liability Insurance and Commercial Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this contract. 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. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.
- C. Provide and maintain minimum insurance limits as applicable.

COVERAGE	LIMITS OF LIABILITY
<b>I. Commercial General Liability:</b> Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Project	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
<b>II. Commercial Automobile Liability</b>	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	\$1,000,000
<b>III. Workers' Compensation (applicable to the State of Arizona)*</b>	
Per Occurrence	
Employer's Liability	Statutory
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
(520) 837-4123  
ISSUE DATE: SEPTEMBER 8, 2015

CONTRACT NO.: 130609-01  
CONTRACT AMENDMENT NO.: SIX (6)  
PAGE 2 of 3  
CQ  
CONTRACT OFFICER: JEFFREY WHITING

\*: Sole Proprietor/Independent Contractor designation is given to those who desire to waive their rights for workers' compensation coverage and benefits as outlined in ARS§ 23-901 and specifically ARS § 23-961 (O). If applicable, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.

D. **ADDITIONAL INSURANCE REQUIREMENTS:** All policies shall include, or be endorsed to include, the following provisions:

1. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Contractor.
2. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

E. **NOTICE OF COVERAGE MODIFICATIONS:** Any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the City of Tucson. Such notice shall be sent directly to the Department of Procurement.

F. **ACCEPTABILITY OF INSURERS:** Contractors insurance shall have an "A.M. Best" rating of not less than A-VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

G. **VERIFICATION OF COVERAGE:** Contractor shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department of Procurement.

The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.

H. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

I. **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.

4. Paragraph 20 of the Standard Terms and Conditions section is hereby replaced in its entirety with the following paragraph:

**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, 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. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractor agrees to waive all rights of subrogation against the City of Tucson, its agents, representatives, officers, directors, officials, employees and volunteers for losses arising from the work performed by the Contractor for the City of Tucson.

Contractor is responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54. 49801-1. Additionally, Contractor is responsible for all applicable IRS reporting requirements related to ACA. If Contractor or any of Contractor's employees is certified to the City as having received a premium tax credit or cost sharing reduction which contributes to or triggers an assessed penalty against the City, or Contractor fails to meet reporting requirements pursuant to section 6056 resulting in a penalty to City, Contractor indemnifies City from and shall pay any assessed tax penalty.

**ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.**

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

*Doug W. Russell* 9-23-15  
Signature Date

DOUGLAS W. RUSSELL CFO  
Typed Name and Title

POTATIONA MOLDING, INC  
Company Name

17022 S. FLORENZA STREET  
Address

DOUG.RUSSELL@POTATIONAMOLDING.INC.COM  
Email Address

GARDENA CA 90248  
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT  
IS HEREBY EXECUTED THIS 24<sup>th</sup> DAY  
OF September, 2015, AT TUCSON, ARIZONA.

*Nathan Saon*  
As Director of Procurement and not personally

E Proc. 11-20-12 to 11-19-13  
11-20-13 to 11-19-14  
may to 11-19-17

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 8<sup>TH</sup> FLOOR, TUCSON, AZ 85701  
Kyle.Pasewark@tucsonaz.gov

INVITATION FOR BID NO. 130609  
PAGE 13 OF 21  
CONTRACT OFFICER: KYLE PASEWARK  
PH: (520) 837-4103 / FAX: (520) 791-4735

### SPECIAL TERMS AND CONDITIONS

1. **FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location(s) 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.

Contractor shall be responsible for all off-loading and assembly of 300 gallon refuse containers with lids, at the delivery location(s) designated by the City of Tucson.

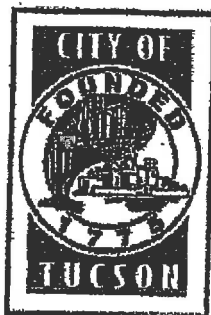
2. **RENEWAL:** The term of the contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods. In the event that the City exercises such right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

3. **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.

4. **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.



**Contract #130609-01  
300 Gallon Automated Refuse  
Containers**

**Rotational Molding, Inc.**

**DESIGN & CONSTRUCTION SERVICES, SERVICE CONTRACTING, PURCHASING,  
STORES, REPROGRAPHICS, MAIL SERVICES, ADMINISTRATION  
CITY HALL • 255 W. ALAMEDA • P.O. BOX 27210 • TUCSON, AZ 85726-7210  
(520) 791-4217 • FAX (520) 791-4735 • TTY (520) 791-2639  
[www.tucsonaz.gov](http://www.tucsonaz.gov)**



# CITY OF TUCSON INVITATION FOR BID

INVITATION FOR BID NUMBER: 130609

BID DUE DATE: AUGUST 20, 2012, AT 4:00 P.M. LOCAL AZ TIME

BID SUBMITTAL LOCATION: DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6<sup>TH</sup> FLOOR LOBBY, TUCSON, AZ 85701

MATERIAL OR SERVICE: 300 GALLON AUTOMATED REFUSE CONTAINERS

PRE-BID CONFERENCE DATE: AUGUST 10, 2012  
TIME: 1:00 P.M., LOCAL AZ TIME  
LOCATION: CITY HALL, PROCUREMENT CONFERENCE ROOM  
255 W. ALAMEDA, 6<sup>TH</sup> FLOOR, TUCSON, AZ 85701

CONTRACT OFFICER: KYLE PASEWARK  
TELEPHONE NUMBER: (520) 837-4103  
Kyle.Pasewark@tucsonaz.gov

A copy of the solicitation and any possible amendments may be downloaded from the City of Tucson Procurement Department website at: <http://www.tucsonprocurement.com/> by selecting the Bid Opportunities link and the associated solicitation number. ~~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 bids for the specified material or service shall be received by the Department of Procurement, 255 W. Alameda, 6th Floor, Tucson, Arizona 85701, until the date and time cited. Bids received by the correct time and date shall be publicly recorded. Bids must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact date and time indicated above. Late bids shall not be considered. The prevailing clock shall be the City Department of Procurement clock.

Bids must be submitted in a sealed envelope. The Invitation for Bid number and the bidder's name and address should be clearly indicated on the outside of the envelope. All bids must be completed in ink or typewritten. Questions must be addressed to the Contract Officer listed above.

A preliminary bid tabulation will be posted on the Department of Procurement's website at <http://www.tucsonprocurement.com/> within 2 business days, after bid opening. A final bid tabulation will be posted on the website after contract award and will remain on the website for 60 days after the posting date. Bidders without Internet access may request a copy of the bid tabulation by contacting the Department of Procurement at (520) 791-4217.

\*\*\*\*ALERT\*\*\*\*

Effective April 9, 2012, the Tucson Modern Streetcar project will begin the downtown streetcar construction and westbound Congress Street will be closed from Toole Avenue to Church Street 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.

KP/sd

ISSUE DATE: JULY 30, 2012

THIS BID IS OFFERED BY:

ROTATIONAL Molding Inc

## SPECIFICATIONS

### 1.0 GENERAL

1.1 This purchase specification establishes the requirements for three hundred- (300) gallon, per ANSI Standards, universal refuse containers for use in the City of Tucson Environmental Services. These containers will be used with and must be compatible with the existing fully automated refuse collection vehicles.

### 2.0 POLYETHYLENE MATERIAL REQUIREMENTS

2.1 All containers shall be rotationally or injection molded using cross-linked medium density polyethylene.

2.2 Polyethylene resin shall contain an ultraviolet stabilizer compounded at a concentration as to effectively protect the product from significant color degradation during the warranted life of the container. For rotationally molded containers, dry mixing or dry blending of ultraviolet stabilizers and resin is unacceptable. Bidder will submit data on the U.V. stability of the resin system per SAE J1960 or equivalent Accelerated Exposure/Exterior Materials using a Controlled Irradiance Water-Cooled Xenon Arc Apparatus.

2.3 Polyethylene resin shall contain a color pigment compounded at a concentration of no more than 1% in the resin by weight. Color shall be non-fading throughout the warranty period.

2.4 All plastic materials used in the construction of the containers shall be recyclable into other polyethylene products.

2.5 A recognized leading manufacturer of the material must furnish polyethylene resin. Material used shall be recyclable.

2.6 Resin minimum weight (evenly distributed) without hardware: 300 gallon - 80 lbs.

### 3.0 CONTAINER REQUIREMENTS

#### 3.1: *SIZE*

3.1.1 Three hundred- (300) gallons: A container body, measured in U.S. liquid gallons, which will hold minimum of 300 gallons of fluid and a maximum of 350 U.S. gallons of fluid per ANSI standards, not to include any portion of the lid.

#### 3.2: *SHAPE*

3.2.1 The containers shall be fabricated with the bottom smaller than the top (open area) of the container. The container shall empty through the top. The container shall be low profile to ease loading.

3.2.2 Container body shall be rounded in the gripping area for compatibility with all automated refuse equipment.

3.2.3 Container body shall have molded into it at least two "tabs" or similar features designed to prevent it from slipping out of the grippers of the service vehicle while being emptied.

**3.3: FINISH**

3.3.1 Interior surfaces shall have a smooth high gloss finish without any pockets or obstructions, which may hinder the complete emptying of refuse.

3.3.2 Exterior surface shall be textured non-slip. No coatings or sprayed on surfaces are permitted.

3.3.3 Molded body and lid shall not have excessive flash or poorly trimmed areas.

3.3.4 Body and lid shall have no foreign substances, shrink holes, cracks, thin spots, blow holes, drill holes, webs, or other similar poor workmanship.

**3.4: DIMENSIONS**

3.4.1 Height:	Per Mfg.
Width:	51" Max.
Hip Diameter:	42"
Grip Diameter:	42"

3.4.2 Container wall thickness will not be less than .230".

**4.0 LID**

4.1 The lid shall be molded of the same material as container and be of such configuration as to prevent warping, bending, slumping and distortion to such an extent that it will no longer fit the container properly or becomes otherwise unserviceable.

4.2 It shall cover container in such a fashion as to be watertight from falling or blowing rainwater and keep rodents out.

4.3 Lid shall permit water run-off. Lid will have molded-in nesting stops.

4.4 Containers with the lid molded as part of the base are not acceptable. Lid will be attached to the container with a minimum of five-(5) grade 5 hex bolts, no less than 3/8 inch by one and one-half in size (3/8X1 1/2"). Bolts will have a flat 3/8-inch USS washer on both sides of container wall and be secured with no less than a 3/8- inch nylon lock nut.

4.5 Lid will be a two piece type, with a minimum of three large hinge points. Lid will be 1/3 fixed, and 2/3 hinged. Shop drawings for lid and container must be submitted with bid.

4.6 Lid must operate smoothly and not be a safety hazard or potential maintenance problem.

4.7 Lid minimum thickness will be .140"

#### **4.8: LID HINGE**

4.8.1 Lid attachment method shall be a minimum of two (2) molded in the body extensions or mounts into which the lid can be inserted.

4.8.2 Top of lid shall not make contact or bind on the container in the full open position. Lid hinge shall allow for a one hundred five to one hundred ten (110) degree pivot of the 2/3 lid.

4.8.3 Lid hinge pivot shaft must be composed of a minimum schedule 40 PVC 1/2" pipe or equivalent.

4.8.4 Bolt on, living hinges, strapped, riveted, screwed on, nailed, molded slots, lid latches, or "press-in" lid to body attachment methods are not acceptable.

4.8.5 Lid hinge insert must be composed of a schedule 40 PVC rod, 1/2" in diameter, a maximum of two (2) inches of play, with a minimum of 41 inches in length connecting both hinges, or equivalent.

#### **5.0 COLOR**

5.1 Bidders shall provide containers in the following Pantone color formula guide 1000, 1995, (or current date) colors: Pantone dark green, #349c.

5.2 Color shall not be streaked in the finished product and color shall be non-fading throughout the warranty period.

5.3 The container should contain no more than 1% pigment by weight.

#### **6.0 IDENTIFICATION**

6.1 Each container lid shall have molded into lid the words "City of Tucson" in 2" letters. General container use instructions shall be molded into the container's lid in both English and Spanish languages.

6.2 The body shall have molded, branded, or hot stamped into its front, a minimum of two inch letters, painted in white, an 11 character sequential serial number to facilitate inventory control. The first character will be a 0 followed by a G (to indicate garbage), or an R (to indicate recycling). The next four characters will indicate the month and year of manufacture (mmyy). The last five characters will represent the sequential order of manufacture starting with 00001 for each type of material.

#### **7.0 SHOP DRAWINGS**

7.1 Submit shop drawings for lid and container showing the dimensions and lid attachment methods, thickness, and other specification requirements. Shop drawings must be included with the bid package.

## 8.0 FUNCTIONAL REQUIREMENTS

### 8.1: *COMPLIANCE WITH STATE OF ARIZONA REQUIREMENTS*

8.1.1 Prospective vendors must provide documentation verifying that their container(s) meets all standards as required by the Arizona Administrative Code Title 18, Chapter 13, Article 3 Section R18-13-307.

### 8.2: *FIELD SERVICE*

8.2.1 The container must have been in fully automated field service for at least one (1) year.

### 8.3: *LEAKAGE*

8.3.1 The container shall remain free of holes or penetrations, which will cause the body to leak for the duration of the warranty period.

### 8.4: *COMPATIBILITY*

8.4.1 Containers must be compatible with existing fully automated refuse collection vehicles.

### 8.5: *COMPRESSION FORCE*

8.5.1 Each container shall be capable of withstanding a minimum of 200 pounds per square inch (psi) compression force during lifting and dumping operations without permanent damage, deformity, or structural failure.

### 8.6: *STRUCTURAL STABILITY*

8.6.1 Containers will have sufficient rigidity to prevent deformation, permanent damage, slippage, or structural failure during lifting and dumping.

8.6.2 Containers will retain their physical material properties at temperatures between -20 degrees Fahrenheit and +150 degrees Fahrenheit and remain durable in the temperature variations in the City of Tucson region.

8.6.3 Containers and components will maintain sufficient strength, shape, and appearance, and be resistant to impact and rodent penetration, such as to require no routine maintenance and in general be maintenance free during the warranty period. Container or component failures during the warranty period shall constitute failure of the container, and will require replacement by a complete and new container at no cost to the City of Tucson. The determination of failure will be at the sole discretion of the City of Tucson.

## 9.0 VERTICAL STABILITY

9.1 Each container shall be stable and self-balancing when in an upright position with the lid open, either loaded or empty. Empty containers must remain upright when the lid is thrown open.

9.2 The empty containers shall withstand wind velocities of at least thirty (30) miles per hour in Wind tunnel tests without the container being turned over. The wind tunnel test shall be performed with the wind applied from the front, rear, and both sides of the container.

**10.0 TESTING REQUIREMENTS**

10.1 The most recent independent laboratory tests of the container bid must accompany bid samples certifying compliance as specified in the following sections 2.0 (All), 4.0 (all), 8.1, 8.3, 8.4, 8.5, 8.6.

**11.0 REPLACEMENT PARTS**

11.1 Containers shall be furnished complete with all hardware needed for assembly and use. An additional 5% of all replacement parts shall be provided with the initial shipment to establish an inventory stock for field repairs. The following are considered replacement parts: lids and assemblies, and all associated fasteners and brackets.

11.2 All container components shall be attainable by the City without having to purchase or obtain a complete new container.

**12.0 INFORMATION REQUIREMENTS**

12.1 Vendor shall provide with their bid, the latest printed or video literature for the following product information:

12.1.1 Manufacturing process for containers.

12.1.2 Resin material type, manufacturer, and name brand.

12.1.3 Detailed lid/hinge assembly description and attachment.

12.1.4 Certification qualifying material for recycling.

12.1.5 All product and/or material performance tests results as specified.

12.1.6 Container physical dimensions and wall and lid thickness.

12.1.7 Certified percentage of any PCR material utilized.

12.1.8 Melt Flow Index Test meet testing procedure ASTM D1238, Condition P.

12.1.9 Xenon Test – CAM-162

**13.0 WARRANTY**

13.1 All containers delivered shall be warranted for a minimum period of five (5) years from the date of acceptance of the containers against any and all defects in design, material and workmanship. At any time during the period, if a defect should occur in any item, that item shall be replaced (including shipping and assembly) by the Contractor at no cost or obligation to the buyer, except where it can be shown that the defect was caused by fire damage. The bidder expressly warrants all items to be new, free from defects in design, materials and workmanship, and to be fit and sufficient for their intended purpose. All warranties shall survive acceptance and payment by the City of Tucson.

13.2 The Contractor will have an opportunity to replace defective containers within 30 days of written notice of defects. If the Contractor does not respond with replacement the City will bill the Contractor to recover predetermined costs.

13.3 When the words "container and hardware" are used in this specification, it is defined as a complete unit including a full lid assembly. All containers furnished shall be unconditionally warranted for a period of five (5) years against defects including, but not limited to: cracking, chipping, peeling, distortion, failures at attachment, weathering degradation, defective or insufficient material, poor material workmanship on the part of the manufacturer and lowered ultraviolet resistance to aging in the process or normal operational use. Defective containers which are replaced under warranty provisions shall be replaced as complete containers, i.e., with lids, hardware, etc.

13.4 The Contractor shall not be responsible for damage or destruction caused by fire after the containers have been delivered and accepted. Contractor shall not be responsible for damage or loss of containers due to vandalism or theft, occurring after delivery, distribution, and acceptance by the City of Tucson  
A defective container is any container, including any component part that:

13.4.1 Does not continuously perform in the intended manner as set forth in the bid specifications (including smooth maneuverability).

~~13.4.2 Does not comply with the minimum design requirements of the bid specifications.~~

13.4.3 Does not continuously perform in the intended manner within the warranty period.

13.5 Such container(s) shall then be considered to be defective in material, workmanship, and/or design and shall be covered by the terms of this warranty specification. Any defective container shall be replaced at no cost to the City of Tucson. All costs associated with the replacement of such defective containers shall be borne by the Contractor. In the event that containers or any component parts have been manufactured or supplied to the Contractor by a subcontractor or assembled or delivered by a subcontractor, the City of Tucson shall consider the Contractor as the manufacturer regarding product liability.

#### 14.0 OPTIONS

##### 14.1: *Bar Code Identification*

14.1.1 Bar Code Identification is requested as an option. Bar codes shall be placed on the front of the container above the serial number. The bar code shall be readable with devices that meet industry standards and are readily available. The scanned value of each code shall match each container's serial number. The bar code shall maintain the ability to be scanned throughout the warranty period. Alternative bar codes may be offered.

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: AUGUST 23, 2012

INVITATION FOR BID NO.: 130609  
 IFB AMENDMENT NO.: TWO (2)  
 PAGE 3 of 4  
 IFB DUE DATE: AUGUST 31, 2012, 4:00 P.M., LOCAL AZ TIME  
 CONTRACT OFFICER: KYLE PASEWARK

**REVISED PRICE PAGE**

The quantities shown are estimates only and the City reserves the right to increase or decrease amounts as circumstances may require.

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE
1.	300-gallon plastic automated refuse container, black, with lid, per specifications, including delivery and assembly  <u>RMI - 300gal</u> Manufacturer and Model Number	1,200 each	\$ <u>224.47</u> ea.	\$ <u>269,364.00</u>
2.	300-gallon plastic automated refuse container lid, per specifications. Price includes delivery only, assembly not included.  <u>RMI - 300gal 2/3 Lid</u> Manufacturer and Model Number	500 each	\$ <u>72.33</u> ea.	\$ <u>36,165.00</u>
3.	Bar coded serial number label, per specifications Item 14.0.	1,200 each	\$ <u>3.88</u> ea.	\$ <u>4,656.00</u>
4.	Include pricing for vendor to unload all materials:			
	ITEM# 1 Per Load	\$ <u>0</u>	} Unloading included in prices above	
	ITEM# 2 Per Load	\$ <u>0</u>		

Manufacturer and model number must be stated in the bid response. Failure to clearly indicate the manufacturer and model number may be cause for rejection of the item(s).



CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
(620) 837-4103  
ISSUE DATE: AUGUST 23, 2012

INVITATION FOR BID NO.: 130609  
IFB AMENDMENT NO.: TWO (2)  
PAGE 4 of 4  
IFB DUE DATE: AUGUST 31, 2012, 4:00 P.M., LOCAL AZ TIME  
CONTRACT OFFICER: KYLE PASEWARK

**PROMPT PAYMENT DISCOUNT:** As stated in the instructions to Bidders, Paragraph 7- Discounts, the price(s) quoted herein can be discounted by 2%, if payment is made within 15-30 days. The payment terms shall apply to all purchases and to all payment methods.

NOTE: Unless otherwise specified in the offer, a two percent/twenty-one days (2%/21) cash discount will be assumed as allowable and will be considered in determining bid award.

**DELIVERY:** Delivery is promised within 200 pcs 30 calendar days after receipt of an order.

**SALES TAX PERCENT:** 0 % (See Instructions to Bidders, Paragraph 8 - Taxes).

**CREDIT CARD PAYMENT:**

- Will payment be accepted via commercial credit card? Yes  No
- a. If yes, can commercial payment(s) be made online? Yes  No
- b. Will a third party be processing the commercial credit card payment(s)? Yes  No
- c. If yes, indicate the flat fee per transaction \$ \_\_\_\_\_ (as allowable, per Section 5.2.E of Visa Operating Regulations).
- d. If "no" to above, will consideration be given to accept the card? Yes  No

**CITY OF TUCSON BUSINESS LICENSE:** Yes  No   
If yes, please provide a copy of your City of Tucson Business License.

**HAVE YOU SUBMITTED ALL AMENDMENTS? CHECK OUR WEBSITE NOW!**  
AMENDMENTS MAY BE DOWNLOADED AT <http://www.tucsonprocurement.com/>

ALL OTHER PROVISIONS OF THE INVITATION FOR BID SHALL REMAIN IN THEIR ENTIRETY.  
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Mario Roma 8-27-12  
Signature Date  
Mario Roma President/CEO  
Typed Name and Title

Rotational Molding Inc  
Company Name  
17022 S Figueroa ST  
Address  
Gardena CA 90248  
City State Zip

### 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, conditions, specifications, and amendments in the Invitation for Bid.

For clarification of this offer, contact:

Rotational Molding Inc  
Company Name

Name: Mario Poma

17022 S Figueroa ST  
Address

Title: President / CEO

Gardena CA 90248  
City State Zip

Phone: 310-327-5401

Mario Poma  
Signature of Person Authorized to Sign

Fax: 310-323-9567

Mario Poma  
Printed Name

E-mail: Mario.poma@rotationalmoldinginc.com

President / CEO  
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. 130609.

CITY OF TUCSON, a municipal corporation

Approved as to form this 20<sup>th</sup> day of November, 2012.

Awarded this 16<sup>th</sup> day of November, 2012.

[Signature]  
As Tucson City Attorney and not personally

[Signature]  
Mark A. Nelhart, C.P.M., CPPB, A.P.P., CFM  
As Director of Procurement and not personally

# CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
1235 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
(520) 837-4103  
ISSUE DATE: OCTOBER 31, 2014

CONTRACT NO.: 130609  
CONTRACT AMENDMENT NO.: THREE (3)  
PAGE 1 of 1  
CQ  
CONTRACT OFFICER: KYLE PASEWARK

THIS CONTRACT IS AMENDED AS FOLLOWS:

## 300 GALLON AUTOMATED REFUSE CONTAINERS

1. Pursuant to Contract No. 130609, Special Terms and Conditions, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of November 20, 2014 through November 19, 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.

Douglas W. Russell 11-4-14  
Signature Date

DOUGLAS W. RUSSELL, CEO  
Typed Name and Title

ROTATIONAL MOLDING, INC.  
Company Name

17022 S. FIGUEROA STREET  
Address

DOUG.RUSSELL@ROTATIONALMOLDINGINC.COM  
Email Address

GARDENA CA 90248  
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT  
IS HEREBY EXECUTED THIS 20<sup>th</sup> DAY  
OF November 2014, AT TUCSON, ARIZONA. \*

Nathan Dean  
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) 837-1103  
 ISSUE DATE: APRIL 2, 2015

CONTRACT NO.: 130609  
 CONTRACT AMENDMENT NO.: FOUR (4)  
 PAGE 1 of 1  
 CQ  
 CONTRACT OFFICER: KYLE PASEWARK

THIS CONTRACT IS AMENDED AS FOLLOWS:

### 300 GALLON AUTOMATED REFUSE CONTAINERS

Pursuant to Contract No. 130609, Special Terms and Conditions, Section 3, Price Adjustment, the City is hereby granting the Contractors request for a Price Increase. Effective, March 24, 2015, the new pricing for 300 Gallon Automated Refuse Containers will be as follows:

ITEM	DESCRIPTION	ORIGINAL PRICING	REVISED PRICING
1	Refuse Containers- 300G XL Black	\$235.70	\$241.59
2	Refuse Container Lids - 300G XL Black	\$75.95	\$77.85
3	Barcode Serial Numbers (Black Containers Only)	\$3.88	\$3.98
4	Refuse Containers- 300G XL Blue	\$283.20	\$290.28
<i>Barcode/Serial Number, Mold-in Nameplate on Lid, Unloaded and Assembled at Delivery, Freight and a 5 Year Warranty</i>			
5	Refuse Container Lids - 300G XL Blue	\$135.25	\$138.63
<i>Mold-in Nameplate, Unloaded and Assembled at Delivery, Freight and a 5 Year Warranty</i>			
6	Mold in Graphic on Lid	\$11.00	\$11.28

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Douglas W. Russell      4-2-15  
 Signature    Date

DOUGLAS W. RUSSELL, CFO  
 Typed Name and Title

ROTATIONAL MOLDING, INC.  
 Company Name

17022 S. FLOVERDA STREET  
 Address

DOUG.RUSSELL@ROTATIONALMOLDINGINC.COM  
 Email Address

GARDENA, CA 90248  
 City    State    Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT  
 IS HEREBY EXECUTED THIS 7<sup>th</sup> DAY  
 OF April, 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:

CONTRACT NO.: 130609  
CONTRACT AMENDMENT NO.: FIVE (5)  
PAGE 1 of 1  
CQ  
CONTRACT OFFICER: KYLE PASEWARK

THIS CONTRACT IS AMENDED AS FOLLOWS:

## 300 GALLON AUTOMATED REFUSE CONTAINERS

1. Paragraph 3 of the Special Terms and Conditions section of Contract #130609 is hereby replaced with the following paragraph:

3. PRICE ADJUSTMENT: The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year.

The current term of this contract is November 20, 2014 through November 19, 2015. The intent is for any price adjustment to take effect on the first day of a new one-year term of the contract (i.e., on November 20, 2015 and November 20, 2016).

Contractor shall submit a price adjustment request at least 30 days prior to the last day of the current term of the contract in order to allow the City sufficient time to consider the request for a price adjustment. The price adjustment request should be sent to the Department of Procurement to the attention of the Contract Officer responsible for this contract. 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 implemented by executing a contract amendment. Said contract amendment shall state the effective date of the price adjustment.

Product orders submitted to Contractor on or after the effective date of the price adjustment, as stated in the contract amendment that served to implement the price adjustment, will reflect the agreed-upon price adjustment contained in the contract amendment.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF  
AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Douglas W. Russell 4-29-15  
Signature Date

DOUGLAS W. RUSSELL, CFO  
Typed Name and Title

ROTATIONAL MOLDING, INC  
Company Name

17022 S. FLOVERA STREET  
Address

DRUG.RUSSELL@ROTATIONALMOLDING.INC.COM  
Email Address

GARDENA CA 90248  
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT  
IS HEREBY EXECUTED THIS 29th DAY  
OF April, 2015, AT TUCSON, ARIZONA.

Nathan Saor  
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: NOVEMBER 5, 2013

CONTRACT NO.: 130609  
CONTRACT AMENDMENT NO.: TWO (2)  
PAGE 1 of 1  
JM  
CONTRACT OFFICER: KYLE PASEWARK

THIS CONTRACT IS AMENDED AS FOLLOWS:

## 300 GALLON AUTOMATED REFUSE CONTAINERS

Pursuant to Contract No. 130609, Special Terms and Conditions, Section 2, Renewal, the City is hereby exercising its option to renew the contract for the period of November 20, 2013 through November 19, 2014.

Pursuant to Contract No. 130609, Special Terms and Conditions, Section 3, Price Adjustment, the City is hereby granting the Contractors request for a Price Increase. Effective immediately the new pricing for 300 Gallon Automated Refuse Containers will be as follows:

ITEM	DESCRIPTION	ORIGINAL PRICING	REVISED PRICING
1	BLACK 300 GALLON CONTAINERS	\$224.47	235.70
2	BLACK LID	\$72.93	\$75.95
3	BARCODE SERIAL NUMBERS (Black Containers only)	\$3.88	\$3.88
4	BLUE 300 GALLON CONTAINER WITH 2/3 LID SET	\$269.72	\$283.20
	<i>Barcode/Serial Number, Mold-in Nameplate on Lid, Unloaded and Assembled at Delivery, Freight and a 5 Year Warranty</i>		
5	MOLD IN GRAPHIC ON LID	\$11.00	\$11.00
6	BLUE 300 GALLON LID SETS ONLY	\$128.00	\$135.25
	<i>Mold-in Nameplate, Unloaded and Assembled at Delivery, Freight and a 5 Year Warranty</i>		

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 7<sup>th</sup> DAY OF November, 2013, AT TUCSON, ARIZONA.

Douglas W. Russell     11-6-13  
Signature                                  Date

DOUGLAS W. RUSSELL, CFO  
Typed Name and Title

ROTATIONAL MOLDING, INC  
Company Name

17022 S. FIVERDA ST  
Address

DOUG. RUSSELL@ROTATIONMOLDING.COM  
Email Address

GARDENA CA     90248  
City                                  State                                  Zip

*Kyle Pasewark*  
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) 837-4123  
ISSUE DATE: OCTOBER 19, 2015

CONTRACT NO.: 130609-01  
CONTRACT AMENDMENT NO.: SEVEN (7)  
PAGE 1 of 1  
CQ  
CONTRACT OFFICER: Jeffrey Whiting

THIS CONTRACT IS AMENDED AS FOLLOWS:

## 300 GALLON AUTOMATED REFUSE CONTAINERS

1. Pursuant to Contract No. 130609-01, Special Terms and Conditions, Paragraph 3, Price Adjustments, The City is hereby accepting the attached price adjustments effective as of November 20, 2015.

Item#	Description	Current Unit Price	Revised Price -- 2% Increase Effective 11-20-2015
1	Refuse Containers- 300G XL Black	\$241.59	\$246.42
2	Refuse Container Lids - 300G XL Black	\$77.85	\$79.41
3	Barcode Serial Numbers (Black Containers Only)	\$3.98	\$4.06
4	Refuse Containers- 300G XL Blue	\$290.28	\$296.09
5	Refuse Container Lids - 300G XL Blue	\$138.63	\$141.40
6	Mold In Graphic on Lid	\$11.28	\$11.51
7	Refuse Container XL Blue-Body Only (No Lids)	\$186.90	\$190.64

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Douglas W. Russell 10-21-15  
Signature Date

DOUGLAS W. RUSSELL, CFO  
Typed Name and Title

ROTATIONAL MOLDING, INC  
Company Name

17022 S. FIGUEROA ST.  
Address

DOUG.RUSSELL@ROTATIONALMOLDING.INC.COM  
Email Address

GARDENA, CA 90248  
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT  
IS HEREBY EXECUTED THIS 20th DAY  
OF October, 2015, AT TUCSON, ARIZONA.

Nathan Larson  
As Director of Procurement and not personally

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
ROTATIONAL MOLDING INC.**

**EXHIBIT B**  
Award and Rate Sheet



### 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, conditions, specifications, and amendments in the Invitation for Bid.

For clarification of this offer, contact:

Rotational Molding Inc  
Company Name

Name: Mario Poma

17022 S Figueroa ST  
Address

Title: President / CEO

Gardena CA 90248  
City State Zip

Phone: 310-327-5401

Mario Poma  
Signature of Person Authorized to Sign

Fax: 310-323-9567

Mario Poma  
Printed Name

E-mail: mario.poma@rotationalmoldinginc.com

President / CEO  
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. 130609.

CITY OF TUCSON, a municipal corporation

Approved as to form this 20<sup>th</sup> day of November, 2012.

Awarded this 16th day of November, 2012.

[Signature]  
As Tucson City Attorney and not personally

[Signature]  
Mark A. Nelhart, C.P.M., CPPB, A.P.P., CFM  
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) 837-4123  
ISSUE DATE: OCTOBER 19, 2015

CONTRACT NO.: 130609-01  
CONTRACT AMENDMENT NO.: SEVEN (7)  
PAGE 1 OF 1  
CQ

CONTRACT OFFICER: Jeffrey Whiting

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7	Refuse Container XL Blue-Body Only (No Lids)	\$186.90	\$190.64

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

1000 W. P 10-21-15  
Signature Date

DOUGLAS D. RUSSELL, CFO  
Typed Name and Title

ROTATIONAL MOLDING, INC  
Company Name

17022 S. FIGUEROA ST.  
Address

DOUG.RUSSELL@ROTATIONALMOLDING.INC.COM  
Email Address

GARDENA CA 90248  
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT

IS HEREBY EXECUTED THIS 26th DAY  
OF October, 2015, AT TUCSON, ARIZONA.

Nathan Larson  
As Director of Procurement and not personally

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
ROTATIONAL MOLDING INC.**

**EXHIBIT C  
Scope of Work**

**PROJECT**

In accordance with the terms and conditions of this Agreement and the award and rate sheet pursuant to the City of Tucson Contract No. 130609, the city is agreeing to purchase 300 gallon automated refuse black barrels, black lids, barcode serial numbers and Mold in Graphic on Lid.

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
ROTATIONAL MOLDING INC.**

**EXHIBIT D**

**METHOD AND AMOUNT OF COMPENSATION**

Method of payment is provided in section 3 of the Agreement. The amount of compensation, including purchase of products and services, is provided in the rate sheet and award pursuant to City of Tucson Contract No. 130609.

**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 \$65,000 annually or \$130,000 for the entire term of the Agreement.

**DETAILED PROJECT COMPENSATION**

Purchase 300 gallon black barrels, black lids, barcode serial numbers and Mold in Graphic on Lid on an as-needed basis.

# CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
(520) 837-4123  
ISSUE DATE: OCTOBER 19, 2015

CONTRACT NO.: 130609-01  
CONTRACT AMENDMENT NO.: SEVEN (7)  
PAGE 1 of 1  
CQ  
CONTRACT OFFICER: Jeffrey Whiting

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6	Mold In Graphic on Lid	\$11.28	\$11.51
7	Refuse Container XL Blue-Body Only (No Lids)	\$186.90	\$190.64

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF  
AND UNDERSTANDING OF THE ABOVE AMENDMENT.

[Signature] 10-20-15 10-21-15  
Signature Date

DOUGLAS W. RUSSELL, CFO  
Typed Name and Title

ROTATIONAL MOLDING, INC  
Company Name

17022 S. FIGUEROA ST.  
Address

DOUG.RUSSELL@ROTATIONALMOLDINGINC.COM  
Email Address

GARDENA, CA 90248  
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT

IS HEREBY EXECUTED THIS 26th DAY  
OF October, 2015, AT TUCSON, ARIZONA.

[Signature]  
Nathan Larson

As Director of Procurement and not personally



## Legislation Description

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**File #: 15-770, Version: 1**

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**AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR COOPERATIVE PURCHASE OF ONE FRONTLOAD TRUCK FROM FREIGHTLINER OF ARIZONA, LLC**

Staff Contact: Jack Friedline, Director, Public Works

**Purpose and Recommended Action**

This is a request for City Council to authorize the Acting City Manager to enter into a linking agreement with Freightliner of Arizona, LLC for the cooperative purchase of one (1) frontload truck for commercial solid waste collection in an amount not to exceed \$285,042.

**Background**

The commercial sanitation division services the collection of garbage and recyclables to over 1,000 commercial customers weekly with frontload trucks. These trucks are part of a scheduled replacement program to maintain consistent, high quality, service to customers, and to minimize vehicle maintenance costs. The serviceable life of a frontload truck is typically six to eight years. The truck to be replaced has been in service for twelve years.

Freightliner of Arizona, LLC was awarded a bid by the State of Arizona and staff is requesting to utilize the cooperative purchase with Strategic Alliance for Volume Expenditures (SAVE). SAVE is a consortium of local municipalities, in which Glendale is a member. ADSP015-093361 was awarded on January 15, 2014 and ends on January 14, 2016, and includes an option to renew the term of the agreement for an additional three years, in one-year periods, allowing the agreement to be extended through January 14, 2019.

Cooperative purchasing allows counties, municipalities, schools, colleges and universities in Arizona to use a contract that was competitively procured by another governmental entity or purchasing cooperative. Such purchasing helps reduce the cost of procurement, allows access to a multitude of competitively bid contracts, and provides the opportunity to take advantage of volume pricing. The Glendale City Code authorizes cooperative purchases when the solicitation process utilized complies with the intent of Glendale's procurement processes. This cooperative purchase is compliant with Chapter 2, Article V, Division 2, Section 2-149 of the Glendale City Code, per review by Materials Management.

**Analysis**

Staff considered an alternative option of refurbishing the frontload truck in lieu of replacing it, and based on the trucks life, rebuilding the truck is not an option. Staff determined it is more financially and operationally prudent to replace the truck.

**Previous Related Council Action**

On September 9, 2014, City Council authorized the cooperative purchase of one frontload refuse truck from Trucks West of Phoenix, Inc. in the amount of \$256,500.

**Community Benefit/Public Involvement**

Approval of this request will allow for a seamless transition in the fleet without interruption to residential sanitation customers.

By leveraging the economies of scale of this cooperative purchase contract, competitive prices and time savings are realized.

**Budget and Financial Impacts**

Funds for this purchase are available in the FY 2015-16 Capital Improvement Plan (CIP) of the Sanitation Enterprise Fund.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$285,042</b>	<b>2480-78002-551400, CIP Sanitation-Front Loader Truck</b>

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
FREIGHTLINER OF ARIZONA, 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 Freightliner of Arizona, LLC, an Arizona limited liability company authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

**RECITALS**

- A. On January 15, 2014, under the State of Arizona Cooperative Purchasing Agreement, the State of Arizona entered into a contract with Contractor to purchase the goods and services described in the Medium and Heavy Duty Cab and Chassis Contract, Contract No. ADSPO15-093361 ("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 Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was January 15, 2014, until the date the contract expires on January 14, 2016, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond



January 14, 2019. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until January 14, 2016. The City Manager or designee, however, may renew the term of this Agreement for 3 one-year periods until the Cooperative Purchasing Agreement expires on January 14, 2019. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit C.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree to a different schedule, as provided in Exhibit D.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed two hundred eighty-five thousand forty-two dollars (\$285,042) 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. 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 Bill Sterling  
6210 W Myrtle Ave, Suite # 111  
Glendale, Arizona 85301  
623-930-2619

and

Freightliner of Arizona, LLC  
c/o Jim Ross  
9899 N. Roosevelt St.  
Tolleson, Arizona, 85353  
480-282-4000

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

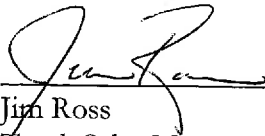
“City”

“Contractor”

City of Glendale, an Arizona  
municipal corporation

Freightliner of Arizona, LLC,  
an Arizona limited liability company

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

By:  \_\_\_\_\_  
Name: Jim Ross  
Title: Truck Sales Manager

ATTEST:

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

APPROVED AS TO FORM:

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

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
FREIGHTLINER OF ARIZONA, LLC**

**EXHIBIT A**

State of Arizona Contract No. ADSP015-093361  
Medium and Heavy Duty Cab and Chassis



## Master Blanket Purchase Order ADSP015-093361

### Header Information

<b>Purchase Order Number:</b>	ADSP015-093361	<b>Release Number:</b>	0	<b>Short Description:</b>	Medium and Heavy Duty Cab and Chassis (Freightliner, Western Star)
<b>Status:</b>	3PS - Sent	<b>Purchaser:</b>	Lori Noyes	<b>Receipt Method:</b>	Quantity
<b>Fiscal Year:</b>	2015	<b>PO Type:</b>	Blanket	<b>Minor Status:</b>	
<b>Organization:</b>	State of Arizona	<b>Location:</b>	STRGC - SPO Strategic	<b>Type Code:</b>	Statewide
<b>Department:</b>	ADSP0 - State Procurement Office	<b>Entered Date:</b>	04/21/2015 02:23:25 PM	<b>Control Code:</b>	
<b>Alternate ID:</b>	ADSP014-063242	<b>Retainage %:</b>	0.00%	<b>Discount %:</b>	0.00%
<b>Days ARO:</b>	180	<b>Print Dest Detail:</b>	If Different	<b>Release Type:</b>	Direct Release
<b>Catalog ID:</b>		<b>Release Type:</b>	Direct Release	<b>Pcard Enabled:</b>	No
<b>Contact Instructions:</b>	Lori.Noyes@azdoa.gov, 602-542-7144	<b>Tax Rate:</b>		<b>Actual Cost:</b>	\$0.00
<b>Master Blanket/Contract End Date (Maximum):</b>	01/14/2019 03:59:59 PM				
<b>Project No.:</b>					
<b>Building Code:</b>					
<b>Cost Code:</b>					
<b>Special Purchase Types:</b>					
<b>PIJ NUMBER:</b>					
<b>Coop Spend To Date:</b>					
<b>Commodity Reference Id:</b>					
<b>PO External Doc Type:</b>					

**Agency Attachments:**


PO Terms & Conditions - OLD Solicitation File ADSP014-00003602.zip ADSP014-063242 Contract Document.pdf Submitted Offer - Freightliner.pdf Submitted Offer Supplemental - Freightliner.pdf Awarded Vehicle Specs - Freightliner.zip Medium and Heavy Duty Cab and Chassis Contract Pricing-2.xlsx Certificate of Insurance Freightliner Change Order No. 1 Contract Amendment No. 2 - Price Adjustment.pdf Freightliner Current Certificate of WC Insurance Consent to Assignment.pdf Freightliner Pricing Effective 06.18.2015.xls Autocar ACMD42 Autocar ACX42 Autocar ACX64 Autocar Always Up

**Vendor Attachments:**

**Agency Attachment Forms:**

**Vendor Attachment Forms:**

**Primary Vendor Information & PO Terms**

**Vendor:**  000044879 - Freightliner of Arizona LLC  
 Jim Ross  
 9899 W Roosevelt St  
 Tolleson, AZ 85353  
 US  
 Email: jross@fswaz.com  
 Phone: (623)907-9900

**Payment Terms:** Net 30

**Shipping Method:** Best Way

**Shipping Terms:** TBD

**Freight Terms:** Freight Allowed

**Master Blanket/Contract Vendor Distributor List**

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
000044879	PZ000044879	Freightliner of Arizona LLC	Email	Active

**Master Blanket/Contract Controls**

**Master Blanket/Contract Begin Date:** 04/21/2015 **Master Blanket/Contract End Date:** 01/14/2016  
**Cooperative Purchasing Allowed:** Yes

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	\$0.00	\$0.00	\$0.00

**Item Information** Change Order in Process

1-5 of 21  
 1 2 3 4 5

**Print Sequence # 1.0, Item # 1:** Medium Duty Cab and Chassis Class 4 (14,001-16,000 lb GVWR). Please refer to pricing listed in file 'Freightliner Pricing - Effective 1.15.14.xlsx' within Attachments. 3PS - Sent

**NIGP Code:** 072-04  
 Class 4 Trucks (14,001 - 16,000 lb. GVWR)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.00	EA - Each	0.00	\$0.00	7.800%	\$0.00	\$0.00

Manufacturer: \_\_\_\_\_ Brand: \_\_\_\_\_ Model: \_\_\_\_\_  
 Make: \_\_\_\_\_ Packaging: \_\_\_\_\_  
 Project No.: \_\_\_\_\_  
 Building Code: \_\_\_\_\_  
 Cost Code: \_\_\_\_\_



## Contract Change Order Summary

Contract No.: ADSPO14-063242

Change Order No.: 1

Date: November 10, 2014

Arizona Department of  
Administration  
State Procurement Office  
100 N. 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

### Medium and Heavy Duty Cab and Chassis (Freightliner, Western Star)

#### Freightliner Sterling Western Star of Arizona

1. The above mentioned contract is hereby amended as follows:

- \* a. In accordance with Special Terms and Conditions, the term of the contract shall be extended an additional twelve (12) months through 1/14/2016.

**ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED  
ACKNOWLEDGEMENT AND AUTHORIZATION**

This change order shall be fully executed upon the approval electronically in ProcureAZ by an authorized representative of the Contractor and applied to the contract in ProcureAZ by the Procurement Officer or delegate.



# Table of Contents

Contract No: ADSPO14-063242

Description: Statewide Medium and Heavy Duty Cab and Chassis

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

## Table of Contents

Offer and Acceptance Form.....1

Specifications .....3

Special Terms and Conditions.....6

Uniform Terms and Conditions.....23

Exhibit A – Quote Sheet.....31

**The following documents are not contained physically in this document, but are included by reference and available online in ProcureAZ:**

Special and Uniform Instructions to Offerors ADSPO14-00003602

All Solicitation Attachments

Pricing (all pricing is contained within the line items in ProcureAZ AND in an attached spreadsheet in ProcureAZ Attachments)

Contractor’s Final Proposal Documents (Submitted in response to solicitation ADSPO14-00003602 and included by reference, attached in ProcureAZ)

Solicitation ADSPO14-00003602 as amended, including all attachments and exhibits



# Specifications

Contract No: ADSP014-063242

Description: Statewide Medium and Heavy Duty Cab and Chassis

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

## 1. INTRODUCTION/BACKGROUND

- 1.1. Pursuant to A.R.S. 41-2501, The Arizona Department of Administration, State Procurement Office (The State) is seeking to establish statewide contract(s) for Medium and Heavy Duty Cab and Chassis necessary to support all State Agencies, Boards and Commissions and participating Cooperative Members (collectively hereinafter referred to as Eligible Agencies). The Special Terms and Conditions provide a more detailed definition of Eligible Agencies. A list of all State Agencies and Cooperative Members may be found on the State Procurement Office's Website. The State intends to award a contract(s) to qualified vendors in accordance with the terms, conditions and provisions set forth herein.
- 1.2. The awarded contract(s) shall replace existing contracts for Medium and Heavy Duty Cab and Chassis. The State desires to enter into a contract(s) with reliable and capable vendors who can; manage multiple agency accounts and delivery points located throughout the State, provide an effective ordering method for contract specific items, has sufficient statewide delivery capabilities, and offers a full, comprehensive line of Medium and Heavy Duty Cab and Chassis. This contract(s) will be used on an as needed basis; the State makes no guarantee as to actual spend under any resultant contract.

## 2. GENERAL CONDITIONS AND REQUIREMENTS

- 2.1. All chassis shall be manufacturer's current models in production throughout the term of this contract and shall be services completed by the Contractor before delivery and ready in all respects for use.
- 2.2. All chassis bid and furnished shall meet requirements of applicable Arizona Motor Vehicle laws and all other Federal Motor Vehicle laws (including the Federal Bridge Formula), whether or not such requirements are specified in detail.
- 2.3. The Contractor shall supply a quote sheet within seven (7) calendar days after receiving request from the eligible agency. See Exhibit 1 for quote sheet example. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options (including line item cost), applicable tax, delivery cost, total price, and point of contact. For vehicles requiring upfit/modifications, all applicable cost shall be included in quotation or as a separate quotation.
- 2.4. Within fourteen (14) calendar days after receipt of a purchase order, Contractor shall provide the eligible agency copies of the manufacturer's factory order numbers, to confirm vehicles have been ordered. If confirmation of manufacturer's factory order numbers is not received within this timeframe the eligible agency has the option to cancel the order and purchase from another source. The eligible agency may charge the extra cost of procuring the vehicles to the original vendor. This shall be considered a mandatory requirement. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract.

## 3. CHASSIS MODELS

The Contractor is encouraged to provide a full line of new Medium and Heavy Duty Cab & Chassis. Contractors shall submit a vehicle specification sheet for each cab & chassis offered, please see Attachment V, Price and Specification Spreadsheet. Eligible Agencies throughout the State will have varying needs. Contractors shall provide a full line of manufactured new vehicles and all subsequent variants of each vehicle; including but not limited to, models and manufacturer options to meet the needs of an eligible agency.

## 4. CHASSIS UPFIT/MODIFICATION

The Eligible Agency may request the awarded Contractor(s) to upfit/modify any cab and chassis for specific organizational needs. For example, a chassis may require a specialized body (i.e.: dump body, landscape body, etc.). Other cab and chassis may require interior and/or exterior modifications per the Eligible Agency's request. The Eligible Agency shall supply all upfit/modification requests to the Contractor. The Contractor shall identify any conditions that apply to the upfit/modification on a quotation to the Eligible Agency for review and acceptance before any work commences.





# Specifications

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## 5. WARRANTY

- 5.1. At a minimum, all equipment supplies under these specifications shall be fully warranted by the vehicle manufacturer against mechanical and electrical defects for a minimum of the manufacturer's warranty from the date of acceptance. This warranty shall cover such items as actual repair labor, parts, and shipping charges to and from the nearest service facility or other designated repair depot. Any defects of design, workmanship or material, shall be fully corrected by the vendor without cost to the eligible agency. The written warranty shall be included with the delivered vehicles to the eligible agency. The warranty terms shall be stated on Attachment II, where indicated.
- 5.2. Contractors are encouraged to provide the State additional warranty packages that exceed the minimum requirements. Additional warranty information shall be included on Attachment II.

## 6. CAB AND CHASSIS EQUIPMENT REQUIREMENTS

- 6.1. **Decals** – Decals or markings of any type pertaining to advertisement other than those installed by the manufacturer such as name and model shall not be attached to any vehicle.
- 6.2. **Fluid Requirements** – Contractor shall be responsible for notifying the eligible agency of special fluid requirements that are necessary to maintain standard and extended warranties and service agreements i.e. transmission fluid, anti-freeze, oils and lubricants that must be Original Equipment Manufacturer (OEM) only.
- 6.3. **Service Requirements** – All vehicles shall be completely assembled, serviced, adjusted and all equipment including standard and optional equipment shall be installed and the units made ready for continuous operation. Servicing requirements shall include, but not limited to, the following:
- Complete lubrication
  - Checking of all fluid levels to insure that they are filled to the manufacturer's recommended capacity
  - Full tank(s) of fuel, less delivery fuel
  - Engine adjustment to proper operation condition
  - Tire inflation to correct pressure
  - Checking of all mechanical and electrical operations
  - Checking for any appearance defects
  - Cleaning, removal of all unnecessary tags and stickers, washing if necessary
- 6.4. **Special Paint Requirement** – Eligible agencies may require special paint for some vehicles, i.e., special highway yellow and special eligible agency fleet colors. An increase of no more than thirty (30) days over the required delivery time shall be allowed for this requirement. Contractors shall indicate on Attachment I if there are any quantity requirements or an additional cost for specialty fleet colors. If no information is entered on Attachment I, it will be understood that there is no quantity requirement or additional cost.
- 6.5. **Special Title Requirement** – There may be a requirement for the title on some vehicles purchased to be titled to other than the ordering eligible agency. The State has programs that require equipment purchased from special funds be returned to the State's communities. These purchases will be made for authorized political subdivisions.
- 6.6. **Tires** – Any spare tire supplied, optional or standard, shall match the OEM tires and wheels contained on the vehicle. Spare tires shall be full size tire and wheel identical to factory OEM.
- 6.7. **Vehicle Equipment Requirements** – All base vehicles offered shall, at a minimum, include the following:
- All standard factory equipment
  - Automatic transmission
  - Cruise Control
  - Four (4) keys and two (2) keyless entry remotes (if applicable), per vehicle
  - Air conditioning
  - Cloth seats
  - Rear view mirrors on driver and passenger doors



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- Standard tint glass, if available

## 7. TRAINING MATERIALS AND DIAGNOSTIC TOOLS

- 7.1. Training shall be provided by the Contractor for equipment supplied upon request from the eligible agency. Training shall be available for maintenance of engine and other mechanical and electrical functions. Training shall be categorized by Operator Training and Service (or Repair) Training and shall be provided according to the description provided in Attachment I.
- 7.2. **Shop Manuals** – Shop manuals shall be provided by electronic, web based and/or hard copy to a requesting eligible agency. If hard copy is available, any costs and ordering mechanisms, such as order forms, shall be indicated on Attachment I.
- 7.3. **Diagnostic Tools/Subscriptions** – The Contractor shall provide a diagnostic scan tool(s), laptop program, and/or yearly subscription for any vehicles offered under this contract for which such device is available, upon request of an Eligible Agency. Cost of initial and any additional diagnostic equipment, yearly subscriptions or programs shall be provided in Attachment I.

## 8. EXECUTIVE ORDER 2006-13

- 8.1. Executive Order 2006-13 shall apply to all State agencies, boards and commissions.
- 8.2. Contractors shall offer all Cab and Chassis that meet the requirements of Executive Order page 3, paragraph E. and/or meet low GHG emission standards. Vehicles that “meet low-GHG emission standards” are vehicles from the EPA Green Vehicle Guide at <http://www.epa.gov/greenvehicles/Index.do?jsessionid=8230dfdfadb59257e15> that have a Greenhouse Gas Score of 8 or higher, or vehicles that operate on propane, liquefied natural gas (LNG), or compressed natural gas (CNG).

## 9. MANUFACTURER’S CERTIFICATION

The Contractor shall submit a current and complete Manufacturer’s Certification form (Attachment IV), stating that the Contractor is the Manufacturer or a Certified Representative of the Manufacturer, for each Manufacturer they represent under a resultant contract. The Manufacturer’s Certification form(s) must be executed by the Manufacturer(s) only, and may not be completed by the Contractor. Dealer agreements shall not be accepted in lieu of a Manufacturer’s Certification.



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## 1. CONTRACT

1.1 Contract. The contract between the State of Arizona and the Contractor shall consist of the solicitation as amended, any requests for clarifications, the offer submitted by the Contractor including any Final Proposal Revisions, and their responses to any requests for clarifications. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the solicitation as amended shall govern. However, the State reserves the right to clarify any contractual requirement in writing, and such written clarification shall govern in case of conflict with the applicable requirements stated in the solicitation as amended or the Contractor's proposal. In all other matters not affected by the written clarification, if any, the solicitation shall govern.

1.1.1 The State's primary contact for this solicitation and resultant contracts shall be the Procurement Officer assigned to the contract and listed in ProcureAZ.

\* 1.2 Contract Term. The contract term shall commence upon award and will continue for one (1) year unless canceled, terminated or extended as otherwise provided herein.

\* 1.3 Contract Extension. The initial contract term is subject to additional successive one-year periods or portions thereof with a maximum aggregate contract term including all extensions not to exceed five (5) years.

1.4 Contract Type. The contract is a firm fixed-price, Percent (%) discount from MSRP.

1.5 Amendments. Any change in the Contract, including but not limited to the Statement of Work described herein, whether by modification or supplementation, must be accomplished by a formal contract amendment or change order approved by and between the duly authorized representatives of the Contractor and the Arizona State Procurement Office. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment to the contract.

1.6 Contract Changes. The State reserves the right to modify this contract as circumstances may require without penalty to fulfill the needs of the State. The Contractor shall be notified prior to any changes in the contract and shall be accomplished by a contact amendment.

1.7 Eligible Agencies. This contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible universities, political subdivisions and nonprofit organizations may participate at their discretion. In order to participate in this contract, a university, political subdivision, or nonprofit educational or public health institution shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes § 41-2632. The contractor may not restrict or compel the use of this contract by an eligible agency.

1.8 Estimated Quantities. The State makes no guarantee or commitment of any kind is made concerning the quantity or monetary value of activity actually initiated and completed.

1.9 Non-Exclusive Contract. This contract has been awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary.

1.10 Compliance with Applicable Laws. The Materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

Contractor represents and warrants to the State that Contractor has the skill and knowledge possessed by members of its trade or profession and Contractor will apply that skill and knowledge with care and diligence so Contractor and Contractor's employees and any authorized subcontractors shall perform the Services described in this Contract in accordance with the Statement of Work.

1.11 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the state or from



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others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the State. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the State.

- 1.12 Acceptance. Determination of the acceptability of goods and services shall be made by the sole judgment of the State. Acceptance criteria shall include, but not be limited to conformity to the scope of work, quality of workmanship and successfully performing all required Tasks. Nonconformance to any of the stated acceptance and performance criteria of both services and or products as required shall result in a delay for payment. Payment shall not be made until nonconformance to the criteria is corrected as determined by the State.
- 1.13 Cancellation. The State reserves the right to cancel the whole or any part of the contract if, at any time during the performance of the Contract, Contractor initiates or is party to actions including, but shall not limited to;
- 1.13.1 Providing personnel that do not meet the requirements of the contract or attempting to impose on the State, personnel of unacceptable quality,
  - 1.13.2 Failure to provide the State with acceptable proof of compliance with prescribed insurance required
  - 1.13.3 Failure in a material way to correct services not in conformance with the Contract or Purchase Orders;
  - 1.13.4 Repeated failure to comply with the requirements of the Contract;
  - 1.13.5 Material disregard of or failure to comply with any applicable Federal, State or Local law, regulation or ordinance
  - 1.13.6 Failure, neglect, or refusal to proceed with the performance of the Contract in a prompt, safe and diligent manner;
  - 1.13.7 Failure to promptly pay all monies due to subcontractors, vendors, or others for materials and services in connection with the Work; and
  - 1.13.8 Attempting to assign this Contract without obtaining the State's prior consent.
- 1.14 Contract Personnel.
- 1.14.1 It is essential that the Contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor shall provide mentally alert, physically fit and qualified individuals to ensure contracted services progress in a safe, orderly and timely manner.
  - 1.14.2 During the course of the contract, the State reserves the right to require the contractor to remove from the project contractor employees found unacceptable by the State. The State may require that the Contractor remove from the Contract employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interests of the State.
- 1.15 Licenses. The contractor shall maintain in current status, all federal, state and local licenses and permits required for the operation of the business conducted by the contractor in performance under this contract.
- 1.16 Appropriation of Funds. Every payment obligation of the Eligible Agency under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the Agency at the end of the period for which funds are available. No liability shall accrue to the Agency or the State of Arizona in the event this provision is exercised, and neither the Agency nor the State shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.



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## 2. USAGE REPORTS

2.1 Contractors shall submit a Quarterly Report documenting all contract sales. The proper Usage Report Forms may be found on the State Procurement Office's web site [http://spo.az.gov/Contractor\\_Resources/Admin\\_Fee/](http://spo.az.gov/Contractor_Resources/Admin_Fee/). Any alternate Quarterly Usage Report format shall be approved by the Procurement Officer. If there are no contract sales during a quarter, a Quarterly Usage Report indicating "no contract sales" shall be submitted to satisfy this requirement.

2.2 Contractors shall submit the Quarterly Usage Report to the State Procurement Office no later than the last day of the month following the end of each calendar quarter. Usage Reports shall be submitted to the following address:

Arizona Department of Administration  
State Procurement Office  
Attention: "Statewide Contract Usage Report"  
100 N. 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

2.3 The submission schedule for Usage Reports shall be as follows:

July through September (FY Q1)	Due October 31
October through December (FY Q2)	Due January 31
January through March (FY Q3)	Due April 30
April through June (FY Q4)	Due July 31

2.4 Contractor's failure to remit accurate quarterly usage reports in a timely manner consistent with the contract's requirements may result in the State exercising any recourse available under the contract or as provided for by law.

2.5 Annual Itemized Spend Report. The contractor shall furnish the State an annual report delineating the acquisition activity under the contract. This report shall be submitted electronically and in a format approved by the State. At a minimum, it shall disclose all purchased items, unit cost, and quantity, as well as, individual purchasing Agency, for all sales transacted within the year. The volume sales report shall be submitted annually 30 days before the end of the contract term.

## 3. CANCELLATION FOR POSSESSION OF WEAPONS ON STATE PROPERTY

This contract may be cancelled if contractor or any subcontractors or others in the employ or under the supervision of the contractor or subcontractors is found to be in possession of weapons. Possession of weapons (firearms, explosive device, knife or blade of more than three inches, or any other instrument designed for lethal or disabling use) is prohibited on State property pursuant to A.R.S. §13-3102. Such property includes State owned or leased office building, yards, parking lots, construction sites or state owned vehicles. Further, if the contractor or any subcontractors or others in the employ or under the supervision of the contractors or subcontractors are asked by an State official to leave the State property and fail to comply with such a request shall result in cancellation of the contract and anyone who refuses, whether armed or not, is subject to prosecution under A.R.S. § 13-1502, 'Criminal trespass in the third degree; classification.'

## 4. CONTRABAND

4.1 Any person who takes into or out of, or attempts to take into or out of a correctional facility or the grounds belonging to adjacent to a correctional facility, any item not specifically authorized by the correctional facility shall be prosecuted under the provisions of the Arizona Revised Statutes. All persons, including employees and visitors, entering upon these confines are subject to routine searches of their person, vehicles, property of packages.

4.2 DEFINITION - A.R.S. | 13-2501: Contraband means any dangerous drug, narcotic drug, intoxication liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use or possession would endanger the safety, security, or preservation of order in a correctional institution or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e. marijuana, non-prescription medication, etc.)

4.3 PROMOTING PRISON CONTRABAND - A.R.S. | 13-2505:



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- 4.3.1 A person, not otherwise authorized by law, commits promoting prison contraband:
- A. By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
  - B. By knowingly conveying contraband to any person confined in a correctional facility; or
  - C. By knowingly making, obtaining or possessing contraband while being confined in a correctional facility.

4.3.2 Promoting prison contraband is a Class 5 felony.

### 5. CURRENT MODELS

All vehicles shall be the manufacturer's current models in production at the time of delivery. All vehicles shall be new, unused, equivalent in style and quality to those offered to the general public and meet or exceed all specifications and requirements set forth in this solicitation.

### 6. DEALERSHIP, PARTICIPATING SERVICE AND DELIVERY LOCATIONS

6.1 The Contractor may submit, at any time during the contract period, new dealership, participating service and delivery locations that will be used as subcontractors for both product deliveries and drive in service centers under the contract. Requests are to be submitted electronically and shall contain:

- 6.1.1 The dealer or outlet name
- 6.1.2 Location (physical address)
- 6.1.3 Telephone/fax numbers and email information
- 6.1.4 Key personnel at that location

6.2 Approval shall be in the form of a bilateral change order in ProcureAZ, and shall become effective on the date the change order is the 'Sent' status.

### 7. DELIVERY (MINIMUM)

- 7.1 Delivery location shall be identified on the issuing eligible agency purchase order. Deliveries shall be made within 120 days of receipt of purchase orders, unless factory delays make this impossible. Dealer shall notify the eligible agency of such delays along with revised delivery estimate from factory immediately after it becomes known. If manufacturer has a website available to check order status, this information will be shown in space provided on Attachment I.
- 7.2 All deliveries shall be made Monday through Friday from 8:00 A.M. to 2:00 P.M., unless a time has been agreed upon between the Contractor and eligible agency. The Contractor shall be required to give the ordering eligible agency a minimum of 24 hour notification prior to delivery with the anticipated time of delivery and number of units to be delivered.
- 7.3 All vehicles shall be delivered with four (4) keys and if applicable two (2) keyless entry remotes and a full tank(s) of fuel, less delivery.
- 7.4 The following documents shall be provided upon delivery of the vehicles(s):
  - 7.4.1 M.S.O. (Manufacturer Statement of Origin) that includes the odometer statement
  - 7.4.2 Warranty Document
  - 7.4.3 Manufacturers unaltered invoice
  - 7.4.4 The retail price label must be affixed to the window of all vehicles delivered
  - 7.4.5 Delayed warranty/in-service start request form (if requested by ordering entity)



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### 8. EQUIPMENT INSPECTION

- 8.1 Contractor shall retain title and control of all goods until they are delivered, inspected and accepted. All risk of transportation and related charges shall be the responsibility of the Contractor. The Contractor shall file all claims for visible and concealed damage. The State shall notify the Contractor promptly of any damaged goods and shall assist the Contractor in arranging for inspection.
- 8.2 Each vehicle delivered shall be subject to a complete inspection by the eligible agency prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. Thirty (30) calendar days shall be allowed for this process. If delivered equipment is returned to the Contractor prior to acceptance for any reason, additional periods of thirty (30) calendar days shall be allowed for inspection when subsequent deliveries occur. All corrections shall be made within seven (7) calendar days of reported deficiency. All corrections shall be made without any inconvenience to the State.

### 9. EXCISE TAX EXEMPTION

The State of Arizona and its political subdivisions are exempt from federal excise tax in the case of sales of articles to state agencies or political subdivision for use in the exercise of essential government functions. It is agreed that where articles purchased tax-free under the exemption are used for purposes other than in the exercise of essential functions, or are sold to employees or others, the user shall report such facts to the vendor.

### 10. FINANCIAL SOUNDNESS

- 10.1 The State Procurement Office (SPO) must be notified in writing of any substantial change in the Contractor's financial condition during the term of the Contract. Failure to notify SPO of such a substantial change in financial condition will be sufficient grounds for terminating the Contract.
- 10.2 The State may request the Contractor and any of the Contractor's Subcontractors to provide a certified Statement of Financial Capability or the company's most current financial Statement which has been audited by their outside auditing firm.

### 11. IN-SERVICE NOTIFICATION

Vehicles not placed in service immediately upon receipt shall be warranted from the date the vehicle is placed in service. The eligible agency shall notify the Contractor in writing of the actual in-service date, on forms to be provided for such purpose upon request by the eligible agency.

### 12. INDEMNIFICATION CLAUSE

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

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



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### 13. INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

#### 1. **Commercial General Liability – Occurrence Form**

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

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: *“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.”* Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- b. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

#### 2. **Business Automobile Liability**

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

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

- a. The policy shall be endorsed to include the following additional insured language: *“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor.”* Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- b. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, as departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- c. Policy shall contain a severability of interest provision.





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### 3. Worker's Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
  - Each Accident \$ 500,000
  - Disease – Each Employee \$ 500,000
  - Disease – Policy Limit \$1,000,000
- a. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractors 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 shall include, or be endorsed to include, the following provisions:

1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

**C. NOTICE OF CANCELLATION:** With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to **the Department** and shall be sent by certified mail, return receipt requested.

**D. ACCEPTABILITY OF INSURERS:** Contractors insurance shall be placed with companies duly 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 or duly authorized to transact Workers' Compensation insurance in the State of Arizona. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**E. VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

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

All certificates required by this Contract shall be sent directly to **the Department**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

**F. SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.



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G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.

H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

## 14. INVOICE – BILLING

14.1 All billing notices or invoices shall be sent to the eligible agency whose address appears on the contract release order/purchase order as the ‘bill to address’ and should contain, at a minimum, the following information:

- 14.1.1 Both the contract number and contract release/purchase order number
- 14.1.2 Name and address of the contractor
- 14.1.3 The contractor’s remittance address
- 14.1.4 Contractor’s representative to contact concerning billing questions
- 14.1.5 Contractual payment terms
- 14.1.6 Applicable taxes

## 15. LOBBYING

The Contractor shall not engage in lobbying activities, as defined in 40 CFR part 34 and ARS §41-1231, et seq., using monies awarded under this Contract. Upon award of this Contract, the Contractor shall disclose all lobbying activities to the State to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. The Contractor shall implement and maintain adequate controls to assure that monies awarded under this Contract shall not be used for lobbying. All proposed Subcontractors shall be subject to the same lobbying provisions stated above. The Contractor must include anti-lobbying provisions in all Contracts with Subcontractors.

## 16. OPTIONAL EQUIPMENT

All optional equipment and accessories shall be original equipment from the manufacturer and installed at the factory unless otherwise specified.

## 17. ORDERING

17.1 **Purchase Order Sufficiency.** This contract was awarded in accordance with the Arizona Procurement Code and all transactions and procedures required by the code for competitive source selection have been met. A contract release order/purchase order, initiated in accordance with the requirements contained herein, that cites the correct Arizona contract number is the only document required for an Eligible Agency to order and the contractor to deliver the material and /or service. No additional memberships or agreements shall be permitted to use this contract. The contractor may use application type forms but shall only be used to set up accounts.

17.2 **Non Contract Items.** Any attempt to knowingly represent any material and/or service not specifically awarded, as being under contract with the State of Arizona is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

17.3 **Ordering Support.** The Contractor shall provide and maintain applicable toll-free telephone numbers, facsimile numbers, and at least one (1) electronic ordering system (such as e-mail or web based) for Customer usage. Failure to maintain this service may be cause for cancellation of the contract.



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17.4 **Order Guides.** Contractor shall be responsible for furnishing a copy of the manufacturers order guide, at no charge, upon request by an eligible agency.

17.5 **Minimum Orders.** No minimum dollar or item count shall be allowed on orders from Eligible Agencies.

17.6 **Order Acknowledgement.** Contractor shall acknowledge receipt of all Orders. See Specifications Section 2.4 of this document for specific contract requirements.

## 18. OUTRIGHT PURCHASE

The Contractor shall be authorized to sell vehicles on an outright purchase basis only. No financing or installment payments are a part of this agreement. Title shall transfer to the eligible agency at the time of acceptance, or when the vehicle(s) is accepted at the eligible agency's site.

## 19. PANDEMIC CONTRACTUAL PERFORMANCE

19.1. The Contractor shall have a plan that illustrates how the contractor shall perform up to contractual standards in the event of a pandemic. The state may require a copy of the plan at any time prior or post award of a contract. At a minimum, the pandemic performance plan shall include:

- Key succession and performance planning if there is a sudden significant decrease in contractor's workforce;
- Alternative methods to ensure there are products in the supply chain; and
- An up to date list of company contacts and organizational chart.

19.2. In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the following rights:

- After the official declaration of a pandemic, the State may temporarily void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms;
- The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the director as per § 41-2537 of the Arizona Procurement Code; and
- Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided contract(s).

19.3. The State, at any time, may request to see a copy of the written plan from the contractor. The contractor shall produce the written plan within 72 hours of the request.

## 20. PRICING

20.1. For the purpose of this contract, "MSRP" shall be defined as an acronym for the Manufacturer's Suggested Retail Price. It represents the Manufacturer's recommended retail selling Price, list Price, published Price, or other usual and customary Price that would be paid by the purchaser for specific commodities and contractual services. It must be available and verifiable by the State.

20.2. **Medium and Heavy Duty Cab and Chassis and Available Options.** All pricing shall be a percentage off MSRP. Pricing shall include the following: all profit, administrative charges, Dealer preparation charges, environmental fees, title application and registration fees, plate transfer fees, handling charges, shipping charges, and any other charges or fees necessary to deliver the base vehicle according to the specification, exclusive of taxes. Shipping charges shall be defined as the delivery cost for each vehicle within the county in which the Contractor is located.

20.3. **Delivery.** Delivery costs for each county outside the county in which the dealer is located shall be indicated on Attachment I. There shall be no delivery charges for vehicles delivered within the county in which the Contractor is located.

20.4. **Supplemental Pricing – All Inclusive.** Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Statement of Work and all aspects of the Contractor's offer as accepted by the State. Details of service not explicitly stated in the Statement of Work or in the Contractor's Offer, but necessarily a part of, are deemed to be



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understood by the Contractor and included herein. All administrative, reporting or other requirements, all overhead costs and profit and any other costs towards the accomplishment of the requirements in this Contract are included in the pricing provided.

20.5. Pricing for any additional products or services shall be in accordance with the information provided in Attachment I (Supplemental Pricing Information), Attachment V (Pricing and Specifications Spreadsheet) and line items in ProcureAZ.

20.6. **Price Adjustment.** A fully documented request for a price increase shall be based on the annual OEM model year change.

20.6.1. The State reserves the right to review a request for price increase due to model year change at any time during the term of the contract. The written request from the Contractor shall provide justification for the increase. If requested at any other time other than contract renewal, the request shall include written documentation for the manufacturer stating the availability of the new model year vehicles.

20.6.2. All written requests for price adjustments made by the Contractor shall be initiated thirty (30) days in advance of any desired price increase to allow the State sufficient time to make a fair and equitable determination to any such requests. This may be waived upon proper documentation demonstrating the urgency of the request.

20.6.3. All price adjustments will be implemented by a formal contract change order. The State shall determine whether the requested price increase or an alternate option is in the best interest of the State.

20.7. **Price Reductions.** Price reductions may be submitted to the state for consideration at any time during the contract period. The contractor shall offer the state a price reduction on the contract product(s) concurrent with a published price reduction made to other customers. The state at its own discretion may accept a price reduction. The price reduction request shall be in writing and include the following;

- Documentation, i.e., published cost lists, from the manufacturer showing, to the satisfaction of the state, the actual cost reduction.
- Documentation showing that the published cost reductions have been offered to other distributors.
- Sales promotions requests shall include difference in pricing, begin and end date of promotion along with the products covered.

20.8. **Sales Promotions.** In addition to decreasing contract pricing in accordance with the provision entitled Price Reduction, the Contractor may conduct sales promotions involving specific products or groups of products specified herein for specified time periods. If electing to exercise this provision, the Contractor shall submit:

20.8.1. A formal request that identifies the affected contract product or product groups

20.8.2. The promotional price vs. the existing contract price

20.8.3. The start and end date of the sales promotion

Approval shall be in the form of a contract amendment. Pricing shall be available to all eligible agencies through the dates specified in the request. Upon approval the Contractor shall provide conspicuous notice of the promotion.

## 21. PRODUCTS

21.1. **Product Removal.** The contractor shall not cancel or remove products without prior approval of the State. The contractor shall provide an equal or acceptable replacement approved by State if available.

21.2. **Product Discontinuance.** In the event that a product or groups of products are discontinued by a manufacturer, written notice shall be submitted to the State within 5 business days of notification from manufacturer. The State at its sole discretion may allow the Contractor to provide replacements for the discontinued product(s) or allow the deletion of such products from the contract. Approval shall be in the form of a contract amendment or change order and shall become effective upon execution of the amendment or change order, unless otherwise stated. Upon approval by the



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State, the Contractor shall make available all electronic and hard catalog/price list updates to all eligible at no additional cost to the State. The request may be submitted at any time during the contract period and shall be supplemented with the following information. Failure to supply any of the following information with the request may result in the State not considering the request.

- A formal announcement or documentation from the manufacturer stating that the product(s) have been discontinued.
- Documentation describing any replacement product providing clear evidence that the replacement product(s) meets or exceeds the specifications of the discontinued product(s) while remaining in the same product group(s) as the discontinued item, and;
- Documentation confirming that the price for the replacement product(s) is equivalent or less than the discontinued item.

21.3. **New Products.** The State, at its sole discretion, reserves the right to include additional products or product categories that are within the Specifications and in the best interest of the State. The request may be submitted at any time during the contract period and shall be supplemented with the information below. Approval(s) shall be in the form of a contract amendment or change order and shall become effective on the date specified in the amendment or change order. Upon approval by the State, the contractor shall make available all catalog/price list updates to all eligible agencies at no additional cost to the State. Pricing shall be in line with current contract pricing. Contractor's request for new products shall include the following information;

21.3.1. A formal announcement from the manufacturer stating that the product(s) are new and were not available at the time of contract award.

21.3.2. Documentation from the manufacturer that cites the effected products by item number and description.

21.3.3. Documentation that provides clear evidence that the new products are those that are within an established contract group. **NO OTHER PRODUCTS SHALL BE ALLOWED.**

21.3.4. That States prices at which sales are currently or were last made to a significant number of any categories of buyers or buyers constituting the general buying public for the materials or services involved and that will be sold at the existing discount (percent %) from list price as existing products.

21.4. **Warranty.** All equipment supplied under these specifications shall be fully warranted by the vehicle manufacturer against mechanical and electrical defects for a minimum period of 36 months from the date of acceptance. This warranty shall cover such items as actual repair labor, parts, and shipping charges to and from the nearest service facility or other designated repair depot. Any defects of design, workmanship or material, shall be fully corrected by the vendor without cost to the Eligible Agency. The written warranty shall be included with the delivered vehicles to the Eligible Agency.

21.5. **Forced Substitutions.** Forced substitutions shall not be allowed. The contractor shall obtain prior written approval from the Eligible Agency before any substitution may be made for an out of stock item.

21.6. **Recall Notices.** In the event of any recall notice, technical service bulletin, or other important notification affecting a vehicle purchased from any resultant contract, a notice shall be sent to the eligible agency listed on each applicable purchase order. Each notice shall reference the affected purchase order and vehicle identification number. **The contractor shall provide and retrofit at no cost to the State all vehicles purchased under this contract with vehicle safety enhancements as a result of the recall.**

## 22. SUBCONTRACTS

22.1. **Subcontractor Approval.** Supplemental to the Uniform Terms and Conditions, Section 5.2, Subcontracts, Contractor shall not enter into any Subcontract under this Contract, for the performance of services under this Contract, without the advance written approval of the Procurement Officer. The contractor shall submit a formal written request on company



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letterhead and including an Attachment III, Proposed Subcontractors, or a document containing the information requested in Attachment III.

22.2. With the request, Contractor shall certify that all Subcontracts incorporate by reference the terms and conditions of this Contract. The issuance of subcontracts shall not relieve Contractor of any of its obligations under the Contract, including, among other things, the obligation to properly supervise and coordinate the work of subcontractors performing for the Contractor under this Contract. Nothing contained in any subcontract shall create a contractual relationship between any subcontractor and the State.

### 23. TRAINING QUALITY ASSESSMENT

If determined by the eligible agency that training was insufficient and did not meet all requirements of the contract, the Contractor must conduct additional training at the same location and at the Contractor's expense. Scheduling of any repeated classes shall be coordinated through the requesting eligible agency.

### 24. VEHICLE DOCUMENTATION

The Contractor shall include in each vehicle an owner, operator and maintenance manual. This shall include all standard manufacturer literature normally furnished with the purchase of a new vehicle at the time of delivery.

### 25. VEHICLE CONTRACTS PHASE I AND PHASE II (INCLUDING PURCHASES FROM STOCK)

25.1. The State of Arizona shall continue to have two-phase contracts for vehicles. The intent of the two-phase contract is to allow eligible agencies vehicle contract coverage for a full 12-month period.

25.2. Phase I shall take effect upon award of this Invitation for Bid and shall expire on the factory cut-off date.

25.2.1. The Contractor shall notify the State of a contracted vehicle's Production Cut-off date in writing and received by the contract administrator no later than thirty (30) calendar days prior to the effective date of the Production Cut-off. In the event the Manufacturer should give less than thirty (30) calendar days' notice of a Production Cut-off to the Contractor, the Contractor shall notify by telephone, email or letter, the Contract Administrator no later than the next business day. When available, the Contractor agrees to immediately provide copies of the Manufacturer's notice of Production Cut-off to the Contract Administrator upon request.

### 26. VEHICLE PRICING-PHASE II (PURCHASES FROM STOCK)

26.1. Purchases from dealer's stock may occur at any time during the contract, including during Phase II, which shall be effective upon the expiration date of Phase I and shall expire upon the award of the succeeding year vehicle contract.

26.2. Eligible agencies have historically purchased many vehicles during the Phase II portion of the contract. It is imperative that bidders/contractors view this portion of the contract as a Contractual Requirement.

26.3. Vehicles in the Phase II/purchase from stock portion of the contract shall be priced as follows:

26.4. The Phase II, or purchase from stock, contract price for the vehicles shall be the dealers cost as shown on the manufacturer's invoice for the vehicle in question, less the manufacturer's bid assistance available for that model/power-train combination plus dealer margin for the applicable contract item number. Contractor shall provide a copy of manufacturer's invoice to the ordering eligible agency. The manufacturer's invoice shall be unaltered to include original pricing from the manufacturer. Failure to price in this manner may be cause for contract cancellation. **Transportation costs to transfer a vehicle from another dealer for a Phase II or purchase from stock may be added to the cost of the vehicle. The justification for this cost is at the discretion of the ordering eligible agency.**

### 27. FEDERAL TERMS

**THE FOLLOWING SPECIAL TERMS AND CONDITIONS SHALL APPLY TO PURCHASES OF ANY VEHICLES PROCURED WITH FEDERAL FUNDS**



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**27.1. BUS TESTING** The Contractor (Manufacturer) agrees to comply with 49 U.S.C. §5323 (C) and FTA 's implementing regulation at 49CFR Part 665 and shall perform the following:

Manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which shall be prior to the recipient's final acceptance of the first vehicle.

A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.

If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to the recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such vehicle and the details of that vehicle's configuration and major components.

## 27.2 BUY AMERICA

The Contractor agrees to comply with 49 U.S.C. 5323 (j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7 and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

An Offeror may be required to submit an appropriate Buy America certification if federal funds are utilized to procure products and/or services under the contract.

## 27.3 CARGO PREFERENCE REQUIREMENTS

The Contractor agrees:

To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the Preceding Paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)

To include these requirements in all subcontracts issued Pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

## 27.4 CIVIL RIGHTS



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The Contractor is required to comply with Executive Order 99-4 "Non-Discrimination in Employment by Government Contractors and Subcontractors," which is hereby included in its entirety by reference and considered a part of this Contract.

The Contractor is required to comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, Title 49, Code of Federal Regulations, Part 21 through Appendix H and Title 23 CFR 710.405 (b) are made applicable by reference and are hereinafter considered part of this Contract.

The Contractor is required to comply with the provisions of Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). Said provisions are made applicable by reference and are hereinafter considered a part of this Contract.

## 27.5 CLEAN AIR

The Contractor agrees to:

Comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §~ 7401 et.seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

Include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

## 27.6 CLEAN WATER

The Contractor agrees to:

Comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et ~g.

To report each violation to the Purchaser and understands and agrees that the Purchaser shall, In turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office.

To include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

## 27.7 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

**Overtime Requirements:** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**Violation; liability for unpaid wages; liquidated damages:** In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.





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**Withholding for unpaid wages and liquidated damages:** The grantee or recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

**Subcontractors:** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

**Payrolls and basic records:** Relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or cost anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any cost reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

## 27.8 ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

## 27.9 FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

## 27.10 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1 C, dated May 1, 1995, are hereby incorporated by reference. Anything, to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests, which would cause (name of grantee) to be in violation of the FTA terms and conditions.



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## 27.11 LOBBYING RESTRICTIONS

Contractors who apply or bid for an award of \$100,000.00 or more shall file the certification required (ATTACHMENT ASSIGN NUMBER) by 49CFR part 20, "New Restrictions of Lobbying". Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contracts on its behalf with non-Federal funds with respect to the Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

## 27.12 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## 27.13 PRE-AWARD AND POST- DELIVERY AUDIT REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. § 5323 (1) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the offeror certifies compliance with Buy America, it shall submit documentation, which lists:

Component and sub-component parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs.

The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

Solicitation Specification Requirements: The contractor shall submit evidence that it will be capable of meeting the bid specifications.

Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit:

Manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or;

Manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

## 27.14 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENT OR RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §~ 3801 et seq. And U.S. DOT regulations, "Program Fraud Civil Remedies, "49 C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for



## Special Terms and Conditions

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which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under authority of 49 U.S.C. ~ 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. §5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

### 27.15 PRIVACY ACT

The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5U.S.C. § 552a. Among other things, the contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

### 27.16 STATE AND LOCAL LAW DISCLAIMER

The use of many of the suggested clauses are not governed by Federal Law, but are significantly affected by State Law. The language of the suggested clauses may need to be modified depending on state law, and that before the suggested clauses are used in the grantees procurement documents, the grantees should consult with their local attorney.



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## Version 9 (Revised 7-1-2013)

### 1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

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

### 2. Contract Interpretation

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



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2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.3.1. Special Terms and Conditions;

2.3.2. Uniform Terms and Conditions;

2.3.3. Statement or Scope of Work;

2.3.4. Specifications;

2.3.5. Attachments;

2.3.6. Exhibits;

2.3.7. Documents referenced or included in the Solicitation.

2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

### 3. Contract Administration and Operation

3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by



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the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

- 3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.
- 3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 3.10 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 3.11 Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

#### 4. Costs and Payments

- 4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3. Applicable Taxes.
  - 4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.



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4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

- 4.5.1. Accept a decrease in price offered by the contractor;
- 4.5.2. Cancel the Contract; or
- 4.5.3. Cancel the contract and re-solicit the requirements.

## 5. Contract Changes

5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

## 6. Risk and Liability

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

### 6.2. Indemnification

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



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6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."

6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

## 6.4. Force Majeure.

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

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

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

## 7. Warranties

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

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





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- 7.2.1. Of a quality to pass without objection in the trade under the Contract description;
- 7.2.2. Fit for the intended purposes for which the materials are used;
- 7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 7.2.4. Adequately contained, packaged and marked as the Contract may require; and
- 7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3. **Fitness.** The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4. **Inspection/Testing.** The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5. **Compliance With Applicable Laws.** The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 7.6. **Survival of Rights and Obligations after Contract Expiration or Termination.**
  - 7.6.1. **Contractor's Representations and Warranties.** All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
  - 7.6.2. **Purchase Orders.** The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

## 8. State's Contractual Remedies

- 8.1. **Right to Assurance.** If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2. **Stop Work Order.**
  - 8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
  - 8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 8.3. **Non-exclusive Remedies.** The rights and the remedies of the State under this Contract are not exclusive.
- 8.4. **Nonconforming Tender.** Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code,



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or pursue any other right or remedy available to it.

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

## 9. Contract Termination

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

9.2. **Gratuities.** The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3. **Suspension or Debarment.** The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

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

### 9.5. Termination for Default.

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

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

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

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

## 10. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and



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rules adopted thereunder.

### 11. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

### 12. Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15<sup>th</sup> Avenue, Suite 201, Phoenix, Arizona, 85007.



# Exhibit A

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## Quote Sheet State of Arizona Contract Medium and Heavy Duty Cab and Chassis

DATE:	
CUSTOMER:	
State Contract Number:	ProcureAZ Line Item Number:
Vehicle Description: Make, Model, Vehicle Code, And Trim Level	
Base Vehicle Price	\$
Manufacturer Options Upgrades or Upfit/Modifications Requirements	
1.	\$
2.	\$
3.	\$
4.	\$
5.	\$
6.	\$
7.	\$
8.	\$
9.	\$
10.	\$
\$	Subtotal (Including Destination and Options)
\$	Upfit/Modification Requirements
\$	SALES TAX
\$	TIRE TAX
\$	DELIVERY FEE
\$	TOTAL DELIVERED PRICE





## END OF DOCUMENT

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**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
FREIGHTLINER OF ARIZONA, LLC**

**EXHIBIT B**  
Award and Rate Sheet

## *ACX64 Class 8*

Freightliner of Arizona, LLC  
9899 W. Roosevelt St.  
Tolleson, AZ 85353

Prepared By : James Ross  
480-282-4014  
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Prepared For : BLL STERLING  
CITY OF GLENDALE

Thursday, October 29, 2015 5:54:51 PM EST



Prepared By James Ross  
Quote #: Glenda FL Sep 2015  
Phone : 480-282-4014  
Quote Number : Q0024501

Prepared For Bill Sterling  
City of Glendale

10/29/2015

## *GAWR, GVWR & Tire Pressure*

<b>GVW Rating - 60,000#</b>			
<b>Front GAWR</b>	<b>20,000#</b>	<b>Rear GAWR</b>	<b>40,000#</b>
<b>Front Suspension</b>	<b>20,800#</b>	<b>Rear Suspension</b>	<b>40,000#</b>
<b>Front Wheels</b>	<b>20,000#</b>	<b>Rear Wheels</b>	<b>59,100#</b>
<b>Front Tire Size And Tread</b>	<b>20,400#</b>	<b>Rear Tire Size And Tread</b>	<b>48,000#</b>
<b>Front Brakes</b>	<b>20,000#</b>	<b>Rear Brakes</b>	<b>46,000#</b>
<b>Front Axle</b>	<b>20,000#</b>	<b>Rear Axle</b>	<b>40,000#</b>
<b>PSI</b>			
<b>Front PSI</b>	<b>130.0</b>	<b>Rear PSI</b>	<b>90.0</b>

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## Vehicle Specification

		Description	Front Weight	Rear Weight	Price
<b>AUTOCAR TRUCKS</b>					
O	BNG0001	ENGINEERING GROUP IDENTIFIER	AUTOCAR ENGINEERNG	0	0
S	0040002	MODELS	ACX64	10,431	6,139
S	5000001	CAB SHELL	SINGLE LEFT HAND DRIVE CAB	0	0
O	100U001	CUSTOMER TYPE	MUNCPAL	0	0
<b>VEHICLE ADAPTATION</b>					
S	114010	COUNTRY OF USE	UNITED STATES STD MARKET ADAPTATDN	0	0
<b>SOLUTION</b>					
O	C04001	BODY COMPANY	HEL	0	0
O	C01003	APPLICATION	REFUSE - LANDFLL	0	0
O	C02001	BODY TYPE	COMMERCAL FRONT END LOADER	0	0
O	C03002	TERRITORY	WEST COAST	0	0
O	C06101	BODY STYLE	HEL HALF PACK	0	0
O	C05040	TOTAL BODY CAPACITY - BODY/HOPPER	40 YARD	0	0
O	C070001	FUEL SYSTEM TYPE	DESEL	0	0
O	C080001	REAR SUSPENSION TYPE	STD/BEAM TYPE REAR SUSPENSNDN	0	0
O	C090003	AXLE QUANTITY	3 AXLE	0	0
O	C001001	TRUCK TYPE	FEL, HEL, WB 207, NO AUX AXLE, DESEL, WTH SERVICE HOET/SERVICE LFT/EJECT	0	0
O	D010200	FRONT GAWR	20000 LBS	0	0
O	D020400	REAR GAWR	40000 LBS	0	0
O	D100500	GVWR	60000 LBS	0	0
<b>ENGINE</b>					
S	1580001	ENGINE VOCATION	COMMERCAL - DOMESTIC (DOT)	0	0
S	1010069	ENGINE ASSY	SL9 '13 345HP / 2100RPM / 1150 LB-FT, CUMMNS	0	0
S	4460001	FUEL TYPE	ULTRA-LOW SULPHUR DESEL FUEL REQUIRED	0	0

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S	972A001	SPECIAL EMISSION CERTIFICATION LABELS	50 STATE - CALFORNA CLEAN DIE CRTFED (DESEL)	0	0
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**ENGINE EQUIP**

S	128071	ENGINE CONTROL SPECIFICATIONS	DEFAULT SPECS	0	0
S	1290001	ENGINE ELECTRONICS	CUMMNS DESEL, W/PARKED MANUAL REGEN NTATE SWITCH	0	0
S	132034	ENGINE PROTECT SYSTEM/WARNINGS	AUDBLE/VEJUAL ALARM/LOP, HT, LWL	0	0
S	4380003	FILTER-FUEL, CHASSIS MOUNTED	FLEETGUARD FS 1003 F/W SEPARATOR W/FROBE & DASH LGHT	0	0
S	1700001	FILTER-FUEL, ENGINE MOUNTED	SECONDARY SPH-ON FLTER, REMOTE MTD.	0	0
S	1750001	ENGINE OIL	STANDARD ENGB OL	0	0
S	2600004	RADIATOR	1300 SQ. N., 2-ROW HGH CAPACITY ALUMNIUM	0	0
S	2080001	FAN & DRIVE-ENGINE	2-SPEED FAN	0	0
S	2090001	RADIATOR COOLANT	EXTENDED LFE COOLANT	0	0
S	2120001	RADIATOR SURGE TANK	SURGE TANK WTH REMOTE FLL	0	0
O	220052	AIR CLEANER	16" TWO STAGE	28	3
S	226001	AIR INTAKE RAIN CAP	BLACK, HOOD TYPE	0	0
O	227001	AIR INTAKE PRECLEANER	DONALDSON	24	0
S	2300006	MUFFLER SYSTEM	HORZ DPF W/ RH VERTICAL SCR	0	0
S	2310003	EXHAUST SHIELDS	DPF & SCR SHIELDS	0	0
S	2320003	EXHAUST STACKS	VERTICAL DPFUSER, SINGLE STANLESS STEEL	0	0
S	2390003	UREA DELIVERY SYSTEM	LH FRAME MOUNTED, 10 GAL. CAPACITY	0	0
S	5300001	ENGINE/EXHAUST COVER	ALUM TURBO/EXHAUST PPE DEBRE SHELD	0	0
S	700026	AIR COMPRESSOR	CUMMNS WABCO 12.7 CFM COMPRESSOR	0	0
S	8200063	STARTING MOTOR	DELCO REMY 12V 39 MT W/OCP	0	0
O	802115	ALTERNATOR	DELCO REMY 12V 145AMP 22SI	0	0
S	P010065	VEHICLE GOVERNED SPEED LIMIT	SPEED LMT 65MPH	0	0
S	P020001	ENGINE IDLE SHUT DOWN	ENGB DLE SHUT DOWN ENABLED ( 5 MINUTES )	0	0
S	P030001	CRUISE CONTROL PARAMETER	CRUEE CONTROL ENABLED	0	0

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S	P110000	PTO REGEN INHIBIT THRESHOLD	PTO REGEN NHBT THRESHOLD = 0 MPH	0	0
O	P641500	RPM PTO MODE	1500 RPM MAX N PTO	0	0
S	P701200	PTO SET SWITCH	PTO SET SWITCH = 1200 RPM	0	0
S	P711000	PTO RESUME SWITCH	PTO RESUME SWITCH = 1000 RPM	0	0
S	P730500	PTO RAMP RATE INCREMENT	PTO RAMP RATE INCREMENT = 500 RPM	0	0
S	P830000	IGNORE VSS IN PTO MODE	IGNORE VSS N PTO MODE = DEABLED	0	0

**TRANSMISSION**

S	2580003	VOCATION	RDS REFUSE - VOC 400-XXX	0	0
S	2690014	CONTROL MODULE (ELECT)	REFUSE W/ AUTO-NEUTRAL, VP142	0	0
S	26A0001	TRANSMISSION SHIFT SCHEDULE	PRIMARY PERFORMANCE / SECONDARY ECONOMY	0	0
S	27P0000	TRANSMISSION RETARDER AUDIBLE ALARM	NO TRANSMESDN RETARDER AUDDBLE ALARM	0	0
O	2700027	TRANSMISSION	ALLESON 4500 SERIES,5-SPBED	384	59
S	284016	TRANSMISSION CONTROLS	ALLSON PUSHBUTTON CONTROLS	0	0
S	286005	COOLER-TRANSMISSION OIL	OL TO WATER TYPE	0	0
S	290003	TRANSMISSION OIL FILL/CHECK	OL FLL TUBE / DPSTCK W/ LEVEL SENSOR	0	0
S	292004	TRANSMISSION LUBRICANT	TRANSYND SYNTHETIC AUTO TRANS FLUD	0	0
S	300011	DRIVESHAFT-MAIN	SPCER 1760HD HALF ROUND	0	0
O	3170007	P'FO-TRANSMISSION MOUNTED	CHELSEA 890 / 897 PTO CLEARANCE (PREP ONLY)	5	0

**FRONT AXLE**

S	3700002	FRONT AXLE	MERTOR MFS-20 STEER AXLE, 20000# CAPACTY	0	0
S	3690005	FRONT AXLE POSITION	52.5 NCHES	0	0
S	371135	FRONT SUSPENSION	9500 LOW CAMBER FLATLEAF 20,800 GROUND CAPACTY	0	0
O	371T01	SUSPENSION, FRONT AUX	AUX LOAD CUSHDN	10	0
S	373002	SHOCK ABSORBERS-FRONT	DOUBLE ACTNG SINGLE-HEAVY DUTY	0	0
S	904011	HUBS-FRONT	STEEL HUB PLOTED,285MM BOLT CRCLE	0	0
S	9400001	WHEEL OIL SEALS-FRONT	SCOTSEAL PLUS XL	0	0
S	9210001	HUB CAPS - FRONT AXLE	CR ZYTEL HUBCAP	0	0
S	374001	FRONT AXLE LUBRICANT	STANDARD	0	0

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O	7510001	BRAKES-FOUNDATION, FRONT AXLE	MERTOR 16.5X7" QP REFUSE BRAKE	29	0
S	754009	BRAKE SLACK ADJUSTERS -FRONT AXLE	MERTOR AUTOMATC	0	0
O	755998	DUST SHIELDS - FRT BRAKES	NO FRONT BRAKE DUST SHELDS PROVIDED	-1	0
S	901001	BRAKE DRUM-FRONT	CAST RON	0	0
S	383101	STEERING GEAR	INTEGRAL POWER STEERING WRGHT HAND RAM	0	0
S	387005	POWER STEERING RESERVOIR	FOUR QUART REMOTE MOUNTED	0	0

**REAR AXLE**

S	9300040	REAR DRIVE AXLE-SINGLE & TANDEM	MERTOR MT40-14X (40000 LBS)	0	0
S	930U98	REAR AXLE LUBE PUMP	NO LUBRCATON PUMP	0	0
O	331529	REAR DRIVE AXLE RATIO	5.29	0	0
S	3500003	REAR SUSPENSION	HENDRCKSON HMX-400 SUSP @ 54" AS	0	0
S	351013	REAR SUSPENSION BEAMS	54 NCH STEEL RUBBER BUSHED	0	0
S	358005	TORQUE RODS	LONGITUDNAL & TRANSVERSE - RUBBER BUSHED	0	0
S	9130001	HUBS-REAR	RON HUB, HP 10 STUD	0	0
S	3400001	REAR AXLE BREATHER	STANDARD AXLE BREATHER	0	0
S	9410001	WHEEL OIL SEALS-REAR	SCOTSBAL PLUS XL	0	0
S	339001	REAR AXLE LUBRICANT	STANDARD	0	0
O	7610001	BRAKES-FOUNDATION, REAR AXLE	MERTOR 16.5X8.62" QP REFUSE BRAKE	0	42
S	764013	BRAKE SLACK ADJUSTERS -REAR AXLE	MERTOR AUTOMATIC,TANDEM AXLE	0	0
O	765998	DUST SHIELDS - REAR BRAKES	NO REAR AXLE DUST SHELDS PROVIDED	0	-2
S	781012	BRAKE CHAMBERS- PARKING, TYPE/VENDOR	CAM TYPE MGM STOPGARD (4)	0	0
S	910001	BRAKE DRUM-REAR	CAST RON	0	0

**BRAKES**

S	729002	ATR LINES-PARKING BRAKE, CHASSIS	AR LINES CHASSE PARK BRAKE	0	0
S	741047	BRAKE CONTROL SYSTEM	BENDK ABS 4S/4M	0	0

**CHASSIS**

O	400207	WHEELBASE	207 NCHES	-3	-4
O	402062	FRAME-REAR OVERHANG	62"	54	-205
S	403012	FRAME RAILS	3/8" VARIABLE DROP STEEL, EXT B	0	0

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S	409002	FRAME CROSSMEMBER-CENTER	ALUMNUM	0	0
S	4110002	FRAME CROSSMEMBER-END CLOSING	ALUMNUM MEMBER-F REQUIRED	0	0
S	4120002	FRAME BOLTS	HUCKSPN RR SUSP & CROSSMEMBERS	0	0
S	460001	BUMPER-FRONT	STEEL PANTED	0	0
S	480002	TOWING DEVICE-FRONT	TWO REMOVABLE TOW PNS	0	0
O	430998	FUEL TANK-LEFT	DELETE LHS FUEL TANK	-29	-59
O	431020	FUEL TANK-RIGHT	75 GAL 26" DA UNPANTED ALUMNUM	29	59
O	431R001	FUELTANK FILL RHS	REAR FLL FUEL TANK, RHS	0	0
O	441001	FUEL TANK STRAP/ SUPPORT RIGHT	PANTED STEEL, RH	0	0
O	4480004	RH FUEL TANK SPACERS	RH FUEL TANK SPACED 2", DROPPED 4"	7	5
O	4290003	DRILLING FUEL TK SUPT- RIGHT	FUEL TANK RHS LOCATON - SPEC DRVEN	0	0
S	436001	FUEL LINES	SAE J844 NYLON TUBNG	0	0
S	8120005	BATTERY BOX	STEEL BOX, 3 BATTERY, LHS	0	0
O	8160004	BATTERY BOX SPACERS	BATTERY BOX SPACED 2", DROPPED 4"	5	1
O	8090003	BATTERY BOX DRILLING	BATTERY BOX LOCATDN - SPEC DRVEN	0	0
S	810089	BATTERY	3 JOHNSON CONTROL 31ECL 12V 2250CCA	0	0
S	8140002	BATTERY SHUT-OFF SWITCH	SHUTOFF W/LOCKOUT, NO EMERGENCY JUMPER STUDS	0	0
S	7110003	AIR TANK-BRAKE	STEEL AR TANKS	0	0
O	7090003	AIR TANK DRILLING	AR TANKS LOCATDN SPEC DRVEN	0	0
S	715002	WET TANK DRAIN	BENDK D/V-2 AUTOMATE	0	0
S	7151001	AIR RESERVOIR DRAIN SYSTEM	PETCOCK, ALL TANKS	0	0
S	7130001	AIR DRYER	WABCO 1800P	0	0
O	7100008	AIR DRYER DRILLING	AR DRYER MTD OUTSIDE RAL, RHS, SPEC DRVEN	0	0
S	724001	AIR LINES-CAB	SAE 1844 NYLON TUBNG	0	0
S	728001	AIR LINES-MAIN, CHASSIS	SAE 1844 NYLON TUBNG	0	0

**CAB EXTERIOR**

S	4510001	STEP-CAB ACCESS, CAB MOUNTED	DUAL SELF CLEANNG CAB ENTRANCE STEPS	0	0
S	462004	MUD FLAPS-FRONT WHEEL	FRONT FLAPS	0	0
S	502001	CAB DOORS	STEEL	0	0
S	502T98	DOOR CHECK STRAPS	WITHOUT DOOR CHECK STRAP	0	0

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O	5140001	CAB GUARD FRONT	XPEDITOR CAB GUARD	27	-8
S	6220015	MIRRORS-DUAL WEST COAST	MIRROR, BLACK, W /LWR CONVEX	0	0
S	6190002	MIRROR ARMS	RETRACTABLE ARMS, STANLESS STEEL	0	0
S	6180001	DOWN VIEW MIRRORS	SINGLE DOWN VIEW MIRROR, RH SDE	0	0
S	6240001	GRAB HANDLES-ENTRY	BRUSHED SS GRAB HANDLES	0	0
S	6300026	HORN-AIR	TWN MOUNTED UNDER CAB	0	0
S	631001	HORN-ELECTRIC	SINGLE	0	0
O	661002	CAB TILT MECHANISM-C.O.E.	HYDRAULC TLT WTH AR ASSET	20	0
S	6720001	GRILLE	AUTOCAR GRILLE	0	0
S	675001	BUG SCREENS	BUG SCREEN MOUNTED BEHND GRILLE	0	0
S	6910001	FENDER EXTENSIONS-FRONT	MPACT RESETANT POLY FENDER	0	0

#### CAB INTERIOR

S	3800001	STEERING WHEEL	16" DA. WHEEL, 2 SPOKE	0	0
O	3810002	STEERING COLUMN	TLT AND TELESCOPE STEERING COLUMN	0	0
S	520234	SEAT-DRIVER	NATDNAL CUSH LOW BACK, AR RDI	0	0
S	521110	SEAT-PASSENGER	PKED TYPE, LOW BACK	0	0
S	522003	SEAT BELTS-DRIVER	THREE PONT RETRACTABLE	0	0
S	523003	SEAT BELTS-PASSENGER	THREE PONT RETRACTABLE	0	0
O	5260001	SEAT INSERT	GREY CORDURA	0	0
S	538001	CARPET & MAT	MAT WTH FOAM BACK	0	0
S	5390001	CAB INTERIOR	AUTOTUFF INTERDR UPHOLSTERY	0	0
S	5500001	CENTER CONSOLE	CENTER CONSOLE	0	0
S	5510001	REAR CONSOLE	REAR CONSOLE	0	0
S	5930001	ASH TRAY	ASHTRAY MTD N CONSOLE	0	0
O	8750003	ADDITIONAL ELEC. SWITCHES	6 DASH SWITCHES, WRE TO ACCESSORY PWR	2	0

#### CAB CLIMATE CONTROL

S	060001	CAB TEMPERATURE SYSTEM	AR COND NTEGRAL WTH HEATER/DEFROSTER	0	0
O	612001	AIR CONDITIONER CONDENSER	STANDARD (RADTOR MOUNTED)	0	0

#### GAUGES & INSTRUMENTATION

S	0570002	INSTRUMENTS SALES PKG	STANDARD GAUGES (VOLTAGE AND OL PRESSURE NCLUDED N VEHICLE DISPLAY)	0	0
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S	1430001	TRUCK ELECTRICAL CONTROL MODULE	VEHICLE CONTROL UNIT	0	0
S	1362000	TACHOMETER/RPM TACHOGRAPH	ELECTRONIC TACHOMETER	0	0
S	1372000	GAUGE-HOURMETER	HOURMETER INCLUDED N ON BOARD DISPLAY	0	0
S	225009	AIR INTAKE RESTRICTION INDICATOR	GRADUATED, AIR CLEANER MOUNTED	0	0
O	3190001	PTO CONTROLS	PTO ELECTRIC CONTROL SWITCH	1	0
S	4390001	GAUGE-FUEL LEVEL	ELECTRONIC FUEL LEVEL	0	0

**LIGHTING**

S	836005	LAMPS-HEAD	SINGLE ROUND HALOGEN	0	0
O	8410003	LAMPS-TURN SIGNAL - FRONT	LED TURN SIGNALS, FRONT END LOADER PACKAGE	1	0
S	8440003	SWITCH-TURN SIGNAL & FLASHER	SELF-CANCELING TURN SIGNALS	0	0
S	8510002	LAMPS-MARKER	AMBER LED ROOF MARKERS	0	0
S	859001	LAMPS-RUNNING	DAYTIME	0	0
S	8700001	CIRCUIT PROTECTION DEVICE	AUTO CIRCUIT BREAKERS	0	0

**RADIO/MISC**

O	509005	KEY & LOCK SETS-IGN/DOORS	N324	0	0
O	5900006	RADIO	AM/FM RADD, ROOF MOUNTED	13	-4
O	5910002	ANTENNA/POWER SUPPLY	ANTENNA - ROOF MOUNTED	0	0
O	596005	RADIO SPEAKERS	2 DUAL CONE SPEAKERS	0	0
S	8730001	WIRING-CAB	RADD SHUT-OFF N REVERSE	0	0

**FRONT TIRES / WHEELS**

S	9050015	WHEELS-DISC FRONT	22.5x9.0" STEEL HP, 5.25" INSET, 5HH	0	0
S	905T98	SPARE WHEELS FRONT	NO SPARE FRONT WHEELS	0	0
S	930469	TIRE SIZE & LOAD RANGE - FRONT	315/80R22.5L	0	0
S	9310039	TIRE MANUFACTURER & TREAD - FRONT	GOODYEAR G289 WHA (RATED TO 10K)	0	0
S	931T98	SPARE FRONT TIRE	NO SPARE FRONT TIRES	0	0

**REAR TIRES / WHEELS**

S	9140014	WHEELS-DISC REAR	22.5X8.25" STEEL HP, 5HH	0	0
S	914T98	SPARE WHEELS REAR	NO SPARE REAR WHEELS	0	0
S	933062	TIRE SIZE & LOAD RANGE - REAR	11R22.5H	0	0



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S	9340043	TIRE MANUFACTURER & TREAD - REAR	GOODYEAR G182 RSD	0	0
S	934T98	SPARE REAR TIRE	NO SPARE REAR TRES	0	0

**PAINT**

S	950001	CAB PAINT SCHEME	SINGLE COLOR PANT	0	0
S	9550001	CAB PAINT TYPE	STANDARD WHITE	0	0
S	9801002	CAB COLOR-FIRST	APPROVED == DPSS-N0007EX == STANDARD WHITE N0007	0	0
S	9861U1	CHASSIS COLOR	BLACK P3036	0	0
S	987949	BUMPER COLOR	SAME AS CHASSE,UNPANTED ALUM OR CHROME	0	0
S	988401	DISC WHEEL OR RIM COLOR	STEEL, E-COAT WHITE / ALUM-UNPANTED	0	0

**ADDITIONAL OPTIONS**

S	899002	CHASSIS WARRANTY	STANDARD WARRANTY	0	0
O	899A006	TRANSMISSION WARRANTY	ALLSON 5YR. EDGE WARRANTY	0	0
O	899B040	ENGINE WARRANTY	2013 EL DCI 5YRS/150K MLES EXTENDED WARRANTY PPI	0	0
O	899K002	EXHAUST AFTERTREATMENT EXTENDED WARRANTIES	2013 EL AT3 AFTERTREATMENT 5YRS/150K MLES EXTENDED WARRANTY	0	0
S	978015	FLOOR PLAN	15 DAYS FLOORNG	0	0
O	969V002	ADDITIONAL PRICE ADJUSTMENT	TEMPORARY NPLATDN ADJUSTMENT	0	0

**OTHERS**

S	R010999	READY TRUCK SPEC	NO READY SPEC	0	0
S	133003	ACCELERATOR PEDAL & LINK	WILLIAMS ACCELERATOR	0	0
O	9720005	CERTIFICATION-EMISSIONS	COMPLES WTH 2013 U.S. EMESDMS	0	0

**SUB TOTALS**

BASE WEGHT	10,431	6,139
FACTORY OPTDN WEGHT	606	-140
DETRBUTOR OPTDN WEGHT	0	0

**TOTALS**

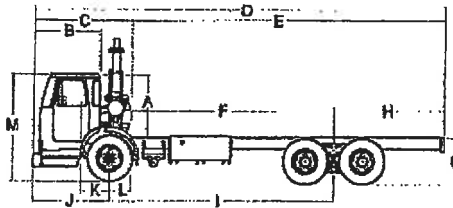
TOTAL WEGHT (LB)	11,037	5,999	17,036
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## Dimensions



	Dimension(ft)	Description
A	59.00	CAB HEIGHT
B	62.00	BUMPER TO BACK OF CAB
C	94.00	EFFECTIVE BUMPER TO BACK OF CAB
D	340.00	OVERALL LENGTH
E	246.00	EFFECTIVE CAB TO END OF FRAME
F	184.00	EFFECTIVE CAB TO REAR AXLE
G	42.95	UNLADEN FRAME HEIGHT
H	62.00	OVERHANG
I	207.00	WHEELBASE
J	71.00	BUMPER TO FRONT AXLE
K	-24.00	DRIVER CENTER OF GRAVITY
L	23.00	EFFECTIVE FRONT AXLE TO BACK
M	101.95	OVERALL HEIGHT
N	0.00	FRONT FRAME EXTENSION

### SPECIFICATION SUMMARY

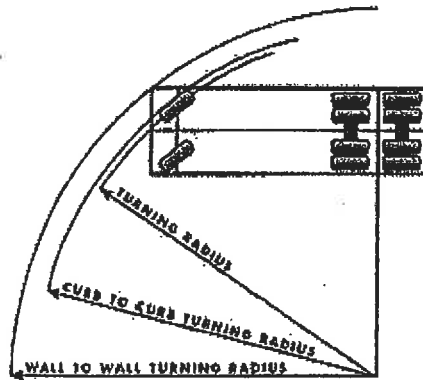
Model	ACX64 Class 8
Engine	EL9 113 345HP / 2100RPM / 1150 LB-FT, CUMMINS
Transmission	ALLISON 4500 SERIES, 5-SPEED
Rear Axle	MERTOR MT40-14X (40000 LBS)
Rear Axle Ratio	5.29
Rear Tire	11R22.5H

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## Turning Radius



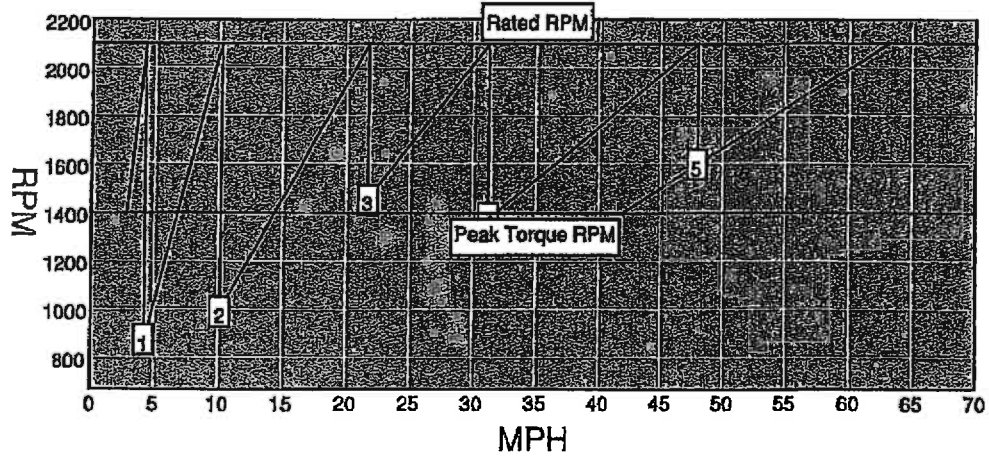
	Dimension(ft)	Description
A	94.87	TURNING RADIUS
B	71.85	CURB TO CURB TURNING DIAMETER
C	78.00	WALL TO WALL TURNING DIAMETER

### SPECIFICATION SUMMARY

Model	
Engine	EL9 '13 345HP / 2100RPM / 1150 LB-FT, CUMMINS
Transmission	ALLISON 4500 SERIES, 5-SPEED
Rear Axle	MBR10R MT40-14X (40000 LBS)
Rear Axle Ratio	5.29
Rear Tire	11R22.5H

10/29/2015

# Shift Chart



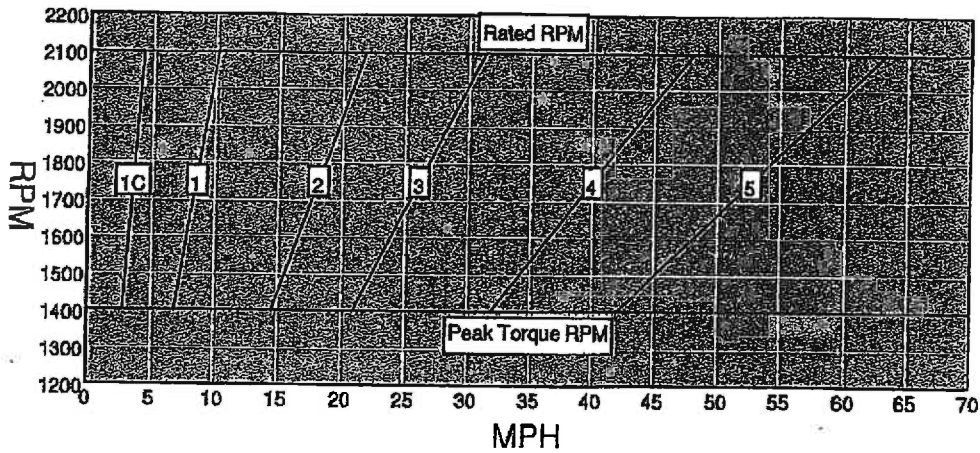
Gear	Trans. Ratio	Rear Axle Ratio	Overall Reduction	% Split	MPH	RPM After Shift
IC	11.37	5.29	60.1	0.0	4.2	0
1	4.70	5.29	24.9	141.9	10.2	868
2	2.21	5.29	11.7	112.7	21.7	987
3	1.53	5.29	8.1	44.4	31.3	1,453
4	1.00	5.29	5.3	53.0	47.9	1,372
5	0.76	5.29	4.0	31.6	63.1	1,596

### SPECIFICATION SUMMARY

Model	ACX64 Class 8
Engine	EL9 '13 345HP / 2100RPM / 1150 LB-FT, CUMMINS
Rated Power	345 HP @ 2100 RPM
Peak Torque	1150 LB-FT @ 1400
Transmission	ALLEON 4500 SERIES, 5-SPEED
Rear Axle	MERTOR MT40-14X (40000 LBS)
Rear Axle Ratio	5.29
Rear Tire	11R22.5H
Tire Revolution	0

10/29/2015

## Operating Range



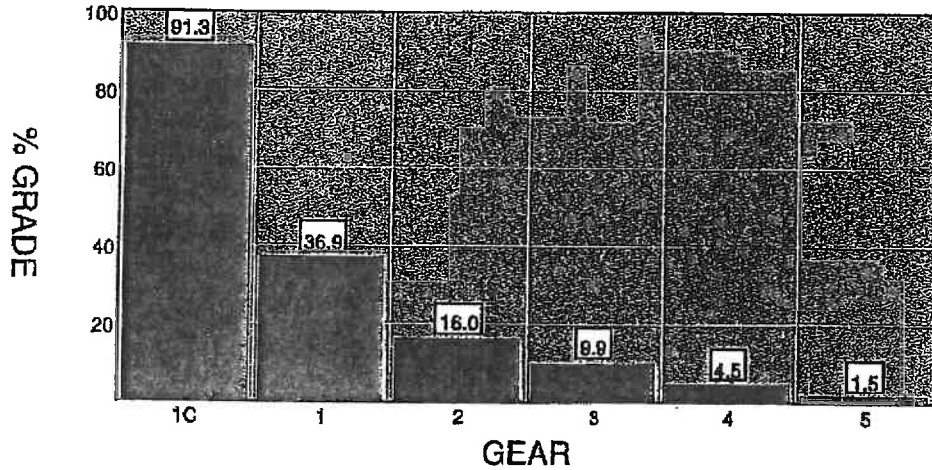
Gear	Trans. Ratio	Rear Axle Ratio	Minimum MPH	Maximum MPH
1C	11.37	5.29	2.8	4.2
1	4.70	5.29	6.8	10.2
2	2.21	5.29	14.5	21.7
3	1.53	5.29	20.9	31.3
4	1.00	5.29	31.9	47.9
5	0.76	5.29	42.0	63.1

### SPECIFICATION SUMMARY

Model	ACX64 Class 8
Engine	EL9 '13 345HP / 2100RPM / 1150 LB-FT, CUMMINS
Rated Power	345 HP @ 2100 RPM
Peak Torque	1150 LB-FT @ 1400
Transmission	ALLISON 4500 SERIES, 5-SPEED
Rear Axle	MERTOR MT40-14X (40000 LBS)
Rear Axle Ratio	5.29
Rear Tire	11R22.5H
Tire Revolution	0

10/29/2015

# Gradeability



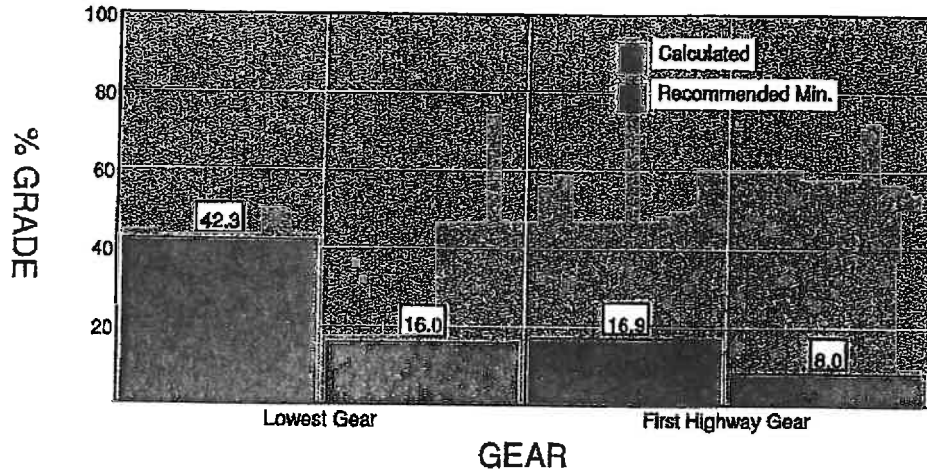
Gear	Trans. Ratio	Rear Axle Ratio	Overall Reduction	Peak Torque	Wheel HP	MPH	Maximum Grade%
1C	11.37	5.29	60.1	1,150.0	275.7	2.8	91.3
1	4.70	5.29	24.9	1,150.0	275.7	6.8	36.9
2	2.21	5.29	11.7	1,150.0	275.7	14.5	16.0
3	1.53	5.29	8.1	1,150.0	275.7	20.9	9.9
4	1.00	5.29	5.3	1,150.0	275.7	31.9	4.5
5	0.76	5.29	4.0	1,150.0	275.7	42.0	1.5

### SPECIFICATION SUMMARY

Model	ACX64 Class 8
Engine	ISL9 '13 345HP / 2100RPM / 1150 LB-FT, CUMMINS
Peak Torque	1150 LB-FT @ 1400
Transmission	ALLISON 4500 SERIES, 5-SPED
Rear Axle	MERITOR MT40-14X (40000 LBS)
Rear Axle Ratio	5.29
Rear Tire	11R22.5H
Tire Revolution	0
GVW/GCV	0
Surface	Concrete

# Startability

10/29/2015



Gear	Application	Recommended Minimum Grade %	Calculated Grade %
Lowest Gear	City	12.0	n/a
	On Highway	16.0	42.3
	On-Off Highway	18.0	n/a
	Off Highway	20.0	n/a
First Highway Gear	All Applications	8.0	16.9

## SPECIFICATION SUMMARY

Model	ACX64 Class 8
Engine	EL9 '13 345HP / 2100RPM / 1150 LB-FT, CUMMINS
Clutch Torque	550 LB-FT 700 RPM
Transmission	ALLISON 4500 SERIES, 5-SPEED
Rear Axle	MERTOR MT40-14X (40000 LBS)
Rear Axle Ratio	5.29
Rear Tire	11R22.5H
Tire Radius	0
GVW/GCV	0
Surface	Concrete
Terrain	On Highway

Prepared By James Ross  
Quote #: Glenda FL Sep 2015  
Phone : 480-282-4014  
Quote Number : Q0024501

Prepared For Bill Sterling  
City of Glendale



# Top Speed

10/29/2015

## Speed At Maximum RPM



## RPM At 60MPH



	MPH	RPM
Top Speed	63.1	2,100
Cruise Speed	60.0	1,998
Minimum Of Engine Range	36.0	1,200
Maximum Of Engine Range	63.1	2,100
Minimum Of Economy Range	45.0	1,500
Maximum Of Economy Range	54.1	1,800

Prepared By James Ross  
Quote #: Glenda FL Sep 2015  
Phone : 480-282-4014  
Quote Number : Q0024501

Prepared For Bill Sterling  
City of Glendale

**SPECIFICATION SUMMARY**

---

Model	ACX64 Class 8
Engine	EL9 '13 345HP / 2100RPM / 1150 LB-FT, CUMMINS
Transmission	ALLEON 4500 SERIES, 5-SPEED
Rear Axle	MERITOR MT40-14X (40000 LBS)
Rear Axle Ratio	5.29
Rear Tire	11R22.5H
Tire Revolution	0

**BALAR EQUIPMENT**

11023 N. 22ND AVE.  
 P.O. BOX 83118  
 PHOENIX, AZ 85029

Voice: 602-944-1933  
 Fax: 602-944-9687

**QUOTATION**

Quote Number: 1015198-REVISED

Quote Date: Nov 4, 2015

Page: 1

**Quoted To:**

FREIGHTLINER OF AZ  
 1230 SOUTH AKIMEL LANE  
 CHANDLER, AZ 85226

Customer ID	Good Thru	Payment Terms	Sales Rep
FREIGHTLINER OF AZ.	12/4/15	Net 10 Days	JB

Quantity	Item	Description	Unit Price	Amount
1.00	HEIL-28 YD. HALF PAC	2015 HEIL 28 YARD HALF PACK FRONT LOADER WITH HOT SHIFT PTO. OPTIONS INCLUDE: * LEFT HAND LEVER IN-CAB CONTROLS * 3RD EYE SINGLE CAMERA WITH LCD COLOR MONITOR * ROOF ACCESS LADDER * BODY ROOF RETAINER TEETH (2 ROWS AT FRONT OF BODY) TO MINIMIZE SPRING BACK IN CARDBOARD * BOLT ON HOPPER SIDE WINDSCREENS	104,326.00	104,326.00
			Subtotal	104,326.00
			Sales Tax	
			Freight	3,750.00
			<b>TOTAL</b>	<b>108,076.00</b>

Salesman \_\_\_\_\_

Owner \_\_\_\_\_



**SALES AGREEMENT**

DATE 11/5/2015

9899 W Roosevelt St  
Tolleson, AZ 85353  
PH 623-907-9900  
Fax 623-907-6403

1230 S Akhmel Ln  
Chandler, AZ 85226  
PH 480-282-4000  
Fax 480-282-4059

5650 E Travel Plaza Way  
Tucson, AZ 85756  
PH 520-514-5018  
Fax 520-514-5900

PURCHASER NAME City of Glendale

STREET ADDRESS 6210 W. Myrtle Ave.

CITY Glendale STATE AZ ZIP 85301

PHONE 623-930-2621 FAX 623-916-3123

NEW or USED	NEW				SALESMAN	
YEAR	2016	MAKE	Autocar	MILEAGE		Jross
MODEL	ACX64	COLOR	White	SERIAL NO.	TBD	
<b>SPECIFICATIONS:</b>				<b>BODY:</b>	HEIL 28 yd Half Pack FEL	
ENGINE	Cummins ISL9			VIN	TBD	
ENGINE BRAKE	No			EQUIPMENT		
TRANSMISSION	Allison 4500RDS 5 speed					
RATIO	5.29					
FRONT AXLE	20,000#			Includes Dual A/C System		
REAR AXLE	40,000#					
REAR SUSPENSION	HMX-40			State Contract# ADSP015-093361		
FRONT WHEEL	22.5X9.00" Steel			Delivery in approximatley 120 Days.		
TIRE SIZE	315/80R22.5					
REAR WHEEL	22.5X9.00" Steel			See attached Autocar Vehicle Specifications for more details.		
TIRE SIZE	315/80R22.5					
WHEEL BASE	210					
5TH WHEEL	N/A					
FUEL TANKS	75 Gal					
EXHAUST	Vertical					
BRAKES	Air					
INTERIOR	Standard					
SLEEPER	N/A					
FAIRINGS	N/A					
PAINT	One Color					

CASH SALE PRICE	\$251,560.00	USED TRUCK TRADE-IN	
FEDERAL EXCISE TAX		MAKE OF TRADE-IN	
STATE SALES TAX	\$19,621.68	YEAR	MODEL
LICENSE FEE (ESTIMATED)		MVI OR SERIAL NO.	BODY
ARIZONA TIRE TAX		BALANCE OWED TO	
FREIGHT	\$3,750.00	ADDRESS	
DOCUMENT FEE			
WARRANTIES	\$10,110.00		
1. TOTAL PURCHASE PRICE	\$285,041.68	USED TRADE-IN ALLOWANCE	
2. DOWN PAYMENT consisting of:		BALANCE OWED ON TRADE-IN	
CASH		DEPOSIT OR CREDIT BALANCE	
TRADE-IN DEPOSIT OR CREDIT BALANCE			
3. UNPAID CASH BALANCE DUE ON DELIVERY	\$285,041.68	REMARKS	

Customer, please read and sign Page 2 of this Agreement.

This order is for a custom-built truck and is non-cancelable. Deposit is non-refundable. Truck change orders must be received 85 business days prior to scheduled production. Delivery is anticipated on or about

PURCHASER'S SIGNATURE

Date

DEALER OR HIS AUTHORIZED REPRESENTATIVE



# Exhibit A

Solicitation No.: ADSP014-00003602

Description: Statewide Medium and Heavy Duty Cab and Chassis

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

## Quote Sheet State of Arizona Contract Medium and Heavy Duty Cab and Chassis

DATE: 10/30/15	
CUSTOMER: City of GLENDALE	
State Contract Number: ADSP015-093361	Procure.AZ Line Item Number: 21-AUTOCAR ACK64 CLASS 8
Vehicle Description: Make, Model, Vehicle Code, And Trim Level AUTOCAR ACK64 CLASS 8 STANDARD	
Base Vehicle Price	\$ 137,852.00
Manufacturer Options Upgrades or Upfit/Modifications Requirements ADD CHASSIS OPTIONS TO ACCOMMODATE MOUNTING HEIL 28 YARD HALF PACK FRONT LOADER.	
1. HEIL 28 YD HALF PACK FRONTLOADER	\$ 104,326.00 PK
2. CHASSIS OPTIONS (INCL DUAL A/C)	\$ 9,982.00
3. SUB TOTAL - TAXABLE	\$ 251,560.00 PK
4.	\$
5. FREIGHT FROM HEIL	\$ 3,750.00
6. HEIL 5 YR CYLINDER WARRANTY	\$ 5,870.00
7. ALLISON 5 YR WARRANTY	\$ 890.00
8. CUMMINS ISL DCI 5 YR/150K WARRANTY	\$ 2,650.00
9. CUMMINS ISL A3 5 YR/150K WARRANTY	\$ 700.00
10.	\$
\$ 265,420.00 PK	Subtotal (Including Destination and Options)
\$ INCL.	Upfit/Modification Requirements
\$ 19,621.68 PK	SALES TAX
\$ INCL.	TIRE TAX
\$ INCL.	DELIVERY FEE
\$ 285,041.68 PK	TOTAL DELIVERED PRICE

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
FREIGHTLINER OF ARIZONA, LLC**

**EXHIBIT C  
Scope of Work**

**PROJECT**

Purchase of one (1) 2016 Autocar/Heil Frontloader for the Sanitation Department

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
FREIGHTLINER OF ARIZONA, LLC**

**EXHIBIT D**

**METHOD AND AMOUNT OF COMPENSATION**

Method of compensation is provided in Section 3 of the agreement.

**NOT TO EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$285,042 for the entire term of the Agreement.

**DETAILED PROJECT COMPENSATION**

Compensation is for the purchase of one (1) 2016 Autocar/Heil Frontloader for the Sanitation Department.



## Legislation Description

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**File #: 15-776, Version: 1**

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**AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR COOPERATIVE PURCHASE OF ONE TRACTOR FOR BULK TRASH COLLECTION FROM TITAN MACHINERY, INC.**

Staff Contact: Jack Friedline, Director, Public Works

**Purpose and Recommended Action**

This is a request for City Council to authorize the Acting City Manager to enter into a linking agreement with Titan Machinery, Inc., for the cooperative purchase of one (1) tractor for bulk trash collection in an amount not to exceed \$88,813.12.

**Background**

The City of Glendale sanitation division of Public Works provides monthly bulk trash collection service to residents, collecting approximately 14,000 tons of material annually. The tractor needing replacement has been in service for over 12 years and has reached the end of its serviceable lifecycle. The new replacement tractor will allow for continued service to residents without interruption by introducing a more reliable piece of equipment into the collection fleet.

Titan Machinery, Inc. was awarded a bid by the Houston-Galveston Area Council of Governments (H-GAC) for Earth Moving and Construction Equipment and staff is requesting to use the cooperative purchase. Contract No. EM06-15 was awarded on June 1, 2015 and ends on May 31, 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**

Staff considered an alternative option of refurbishing the tractor in lieu of replacing it, and based on the tractor's life, rebuilding the tractor is not an option. Staff determined it is more financially and operationally prudent to replace the tractor.

**Previous Related Council Action**

City Council awarded Request for Proposal (RFP) 14-30, and authorized the purchase of a tractor for bulk trash



collection from Titan Machinery, Inc., on June 24, 2014.

**Community Benefit/Public Involvement**

Approval of this request will allow for a seamless transition in equipment without interruption of bulk trash collection service to the residents of Glendale.

**Budget and Financial Impacts**

Funding is available in the FY 2015-16 Capital Improvement Plan of the Sanitation Enterprise Fund.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$88,813.12</b>	<b>2480-78004-551400, CIP Sanitation, Loose Trash Equipment</b>

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
TITAN MACHINERY, 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 Titan Machinery, Inc., a Delaware corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

**RECITALS**

- A. On June 1, 2015, under the Cooperative Purchasing Agreement Program (HGACBuy), the Houston-Gaveston Area Council (H-GAC) entered into a contract with Contractor to purchase the goods and services described in the Earth Moving & Construction Equipment Contract, Contract No. EM06-15 ("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 Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was June 1, 2015, until the date the contract expires on May 31, 2017, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond

May 31, 2017. The initial period of this Agreement is the period from the Effective Date of this Agreement until May 31, 2017.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit C.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree to a different schedule, as provided in Exhibit D.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed eighty-eight thousand eight hundred thirteen dollars and twelve cents (\$88,813.12) 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. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

7. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale  
c/o Bill Sterling, Collections Superintendent  
6210 W. Myrtle Avenue, Suite 111  
Glendale, Arizona 85301  
623-930-2619

and

Titan Machinery, Inc.  
c/o Mark Davis  
1411 North 27<sup>th</sup> Avenue  
Phoenix, AZ 85009  
602-269-3221

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

“City”

City of Glendale, an Arizona  
municipal corporation

By:

\_\_\_\_\_  
Richard A. Bowers  
Acting City Manager

“Contractor”

Titan Machinery, Inc.,  
a Delaware corporation

By:

  
\_\_\_\_\_  
Name: Kevin Smith  
Title: Store Manager

ATTEST:

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

APPROVED AS TO FORM:

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

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
TITAN MACHINERY, INC.**

**EXHIBIT A**  
Earth Moving & Construction Equipment Contract EM06-15

A CONTRACT BETWEEN  
HOUSTON-GALVESTON AREA COUNCIL  
Houston, Texas  
AND  
TITAN MACHINERY, INC.  
Shakopee, Minnesota

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Titan Machinery, Inc.**, hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 6340 County Road 101 East, Shakopee, Minnesota 55379.

**ARTICLE 1: SCOPE OF SERVICES**

The parties have entered into a **Earth Moving & Construction Equipment Contract** to become effective as of June 1, 2015, and to continue through May 31, 2017 (the "Contract"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of **Earth Moving & Construction Equipment** offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell **Earth Moving & Construction Equipment** through the **H-GAC Contract** to **END USERS**.

**ARTICLE 2: THE COMPLETE AGREEMENT**

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No:EM06-15, including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No:EM06-15, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

**ARTICLE 3: LEGAL AUTHORITY**

**CONTRACTOR** and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

**ARTICLE 4: APPLICABLE LAWS**

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

**ARTICLE 5: INDEPENDENT CONTRACTOR**

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

**ARTICLE 6: END USER AGREEMENTS**

**H-GAC** acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC Contract**. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC contract**. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR**.

**ARTICLE 7:****SUBCONTRACTS & ASSIGNMENTS**

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to H-GAC. H-GAC reserves the right to accept or reject any such change. CONTRACTOR shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. H-GAC shall be liable solely to CONTRACTOR and not to any of its Subcontractors or Assignees.

**ARTICLE 8:****EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to END USER under this Contract. H-GAC, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of CONTRACTOR. Failure to provide access to records may be cause for termination of this Contract. CONTRACTOR shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. CONTRACTOR further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that H-GAC'S duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

**ARTICLE 9:****REPORTING REQUIREMENTS**

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If CONTRACTOR fails to submit to H-GAC in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

**ARTICLE 10:****MOST FAVORED CUSTOMER CLAUSE**

If CONTRACTOR, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, CONTRACTOR shall notify H-GAC within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein CONTRACTOR shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If CONTRACTOR is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, CONTRACTOR shall within ten (10) business days notify H-GAC in writing, setting forth the detailed reasons CONTRACTOR believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. H-GAC, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between H-GAC and CONTRACTOR shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. *EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/ proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

**ARTICLE 11:****SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

**ARTICLE 12:****DISPUTES**

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to CONTRACTOR. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, CONTRACTOR requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, CONTRACTOR shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. CONTRACTOR may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Contract and in accordance with H-GAC'S final decision.

**ARTICLE 13:****LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

**ARTICLE 14:****LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC**

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR's negligent act or omission under this Contract. CONTRACTOR shall notify H-GAC of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

**ARTICLE 15:****TERMINATION FOR CAUSE**

H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

**ARTICLE 16:****TERMINATION FOR CONVENIENCE**

Either H-GAC or CONTRACTOR may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed; to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation is received by CONTRACTOR.

**ARTICLE 17:****CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS**

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas and the acts and regulations of any funding entity. CONTRACTOR agrees to notify H-GAC of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

**ARTICLE 18:****GOVERNING LAW & VENUE**

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between END USER and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify H-GAC of such disputes.

**ARTICLE 19:****PAYMENT OF H-GAC ORDER PROCESSING CHARGE**

CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable H-GAC order processing charge. On notification from an END USER that an order has been placed with CONTRACTOR, H-GAC will invoice CONTRACTOR for the applicable order processing charge. Upon delivery of any product/service by CONTRACTOR and acceptance by END USER, CONTRACTOR shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay H-GAC the full amount of the applicable order processing charge, whether or not CONTRACTOR has received an invoice from H-GAC. For sales made by CONTRACTOR based on this contract, including sales to entities without Interlocal Contracts, CONTRACTOR shall pay the applicable order processing charges to H-GAC. Further, CONTRACTOR agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Contract. H-GAC reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit H-GAC's order processing charge. In no event shall H-GAC have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.



**ARTICLE 20:**

**LIQUIDATED DAMAGES**

Any liquidated damages terms will be determined between CONTRACTOR and END USER at the time END USER's purchase order is placed.

**ARTICLE 21:**

**PERFORMANCE AND PAYMENT BOND FOR INDIVIDUAL ORDERS**

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, CONTRACTOR must be prepared to offer a PPB to cover any specific order if so requested by END USER. CONTRACTOR shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

**ARTICLE 22:**

**CHANGE OF CONTRACTOR STATUS**

CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

**ARTICLE 23:**

**LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD (IF APPLICABLE)**


CONTRACTOR will, for the duration of this Contract, maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston  
Area Council, Houston, Texas:

  
\_\_\_\_\_  
Jack Steele, Executive Director

Attest for Houston-Galveston  
Area Council, Houston, Texas:

  
\_\_\_\_\_  
Deidre Vick, Director of Public Services  
Date: 4/24, 2015

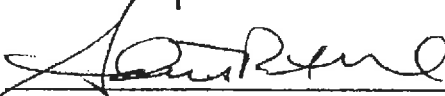
Signed for Titan Machinery, Inc.  
Shakopee, Minnesota:

  
\_\_\_\_\_

Printed Name & Title:

THOMAS A. BETHEL  
SENIOR MGR - CE GOV'T SALES  
Date: April 22, 2015

Attest for Titan Machinery, Inc.  
Shakopee, Minnesota:

  
\_\_\_\_\_

Printed Name & Title:

Andrew T. Bethel  
Government Account Manager  
Date: 4-22, 2015

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
TITAN MACHINERY, INC.**

**EXHIBIT B**  
Award and Rate Sheet

Attachment A  
Titan Machinery, Inc.  
Earth Moving & Construction Equipment  
Contract No. EM06-15

H-GAC Product Code	Item Description	Percentage Discount off Retail/List Price
01A	Arrow Master Mobile Hydraulic Hammer Price List Catalog/Price Sheet effective 2/12/2015	5%
07A	Case Pricing Catalog: Excavators - PL-200 CX - Catalog/Price Sheet effective 2/12/2015	32%-36%
07B	Case Pricing Catalog: Compact Excavators - PL-200 MX - Catalog/Price Sheet effective 2/12/2015	22%-27%
07C	Case Pricing Catalog: Crawlers - PL-200 CE - Catalog/Price Sheet effective 2/12/2015	29%-40%
07D	Case Pricing Catalog: Crawlers - PL-200 UT - Catalog/Price Sheet effective 2/12/2015	33%
07E	Case Pricing Catalog: Motor Graders - PL-200 GR - Catalog/Price Sheet effective 2/12/2015	42%
07F	Case Pricing Catalog: Wheel Loaders - PL-200 CE - Catalog/Price Sheet effective 2/12/2015	36%-45%
07G	Case Pricing Catalog: Compact Wheel Loaders - PL-200 CW - Catalog/Price Sheet effective 2/12/2015	36%
07H	Case Pricing Catalog: Compact Track Loaders - PL-200 SL - Catalog/Price Sheet effective 2/12/2015	28%-30%
07I	Case Pricing Catalog: Skid Steers - PL-200 SL - Catalog/Price Sheet effective 2/12/2015	24%-32%
07J	Case Pricing Catalog: Tractor Loader Backhoe - PL-200 TLB - Catalog/Price Sheet effective 2/12/2015	38%-41%
07K	Case Pricing Catalog: Rough Terrain Forklifts - PL-200 RTFL - Catalog/Price Sheet effective 2/12/2015	34%
07L	Case Pricing Catalog: Tractor Loaders - PL-200 TLL - Catalog/Price Sheet effective 2/12/2015	34%
31A	LeeBoy Motor Grader Pricing Catalog/Price Sheet effective 2/12/2015	5%
70A	Sweepers Pricing Catalog/Price Sheet effective 2/12/2015	5%



## H-GAC Contract EM06-15

### Case Selling Price Discounts/Price Books

(Selling Price = Discount off List)

NOTE: You must ADD factory freight & delivery to your quote

#### Excavators (07A)

PL-200 CX SAP Rev. 16 (1.1.15)

CX130C T4	33%
CX145C T4	33%
CX160C T4	33%
CX210C T4	36%
CX235C T4	36%
CX250D T4 Final	33%
CX300D T4 Final	33%
CX350D T4 Final	34%
CX470C T4	33%
CX700B T3	33%
CX75 T4 Final	32%
CX80C T4 Final	32%
CX800B T3	33%

#### Compact Excavators (07B)

PL-200 MX SAP Rev. 11 (7.1.14)

CX17B T4	25%
CX27B T4	27%
CX31B T4 Final	24%
CX36B T4 Final	22%
CX55B T4 Final	27%

#### Crawler Dozers (07C)

PL-200 CE SAP Rev. 12 (1.1.15)

750M T4	40%
850M T4	41%
1150M T4	38%
1650M T4	33%
2050M T4	29%

#### Small Crawler Dozers (07D)

PL-200 UT SAP Rev. 9 (1.1.15)

650L T3	33%
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#### Motor Graders (07E)

PL-200 GR SAP Rev. 11 (1.1.15)

845B T3	42%
865B T3	42%
885B T3	42%

#### Wheel Loaders (07F)

PL-200 CE SAP Rev. 16 (11.10.14)

521F T4	46%
621F T4 Final	45%
721F T4 Final	43%
821F T4 Final	44%
921F T4 Final	44%
1021F T4	36%
1121F T4	36%
1221E T4	36%

#### Compact Wheel Loaders (07G)

PL-200 CW SAP Rev. 9 (5.30.14)

21F T4 Final	36%
121F T4 Final	36%
221F T4 Final	36%
321F T4 Final	36%

## Case Price Catalog Discounts (EM06-15)

(Selling Price = Discount off List)

### Compact Track Loaders (07H)

PL-200 SL SAP Rev. 15b (1.1.15)

TR270 T4 Final . . . . .	28%
TR310 T4 Final . . . . .	30%
TR320 T4 Final . . . . .	30%
TR340 T4 Final . . . . .	28%
TV380 T4 Final . . . . .	30%

### Skid Steers (07I)

PL-200 SL SAP Rev. 15b (1.1.15)

SR130 T4 Final . . . . .	24%
SR160 T4 Final . . . . .	24%
SR175 T4 Final . . . . .	26%
SV185T4 Final . . . . .	29%
SR210 T4 Final . . . . .	26%
SR220 T4 . . . . .	29%
SR 240 T4 Final . . . . .	29%
SR250 T4 . . . . .	32%
SV 250 T4 . . . . .	30%
SR270 T4 Final . . . . .	32%
SV280 T4 Final . . . . .	30%
SV300 T4 Final . . . . .	34%

### Loader/Backhoe (07J)

PL-200 TLB SAP Rev. 15 (11.10.14)

580N EP 2WD T4 Final . . . .	38%
580N EP 4WD T4 Final . . . .	40%
580N 2WD T4 Final . . . . .	38%
580N 4WD T4 Final . . . . .	40%
580SN 2WD T4 Final . . . . .	39%
580SN 4WD T4 Final . . . . .	41%
580SN WT 4WD T4 Final . .	41%
590SN 2WD T4 Final . . . . .	39%
590SN 4WD T4 Final . . . . .	41%

### Forklifts (07K)

PL-200 RTFL SAP Rev. 15 (8.11.14)

580H T4 Final . . . . .	34%
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### Loader/Boxblade (07L)

PL-200 TLL SAP Rev. 14a (9.26.14)

570N EP Final . . . . .	34%
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### Attachments

NOTE: The following price books are for attachments  
that are part of the H-GAC contract.

CASE CE Attachments #PM-17103

(Price List dated 9.24.14)

Paladin (Light) Attachments (1.1.2015)

Paladin (Heavy) Attachments (1.1.2015)

Note: All attachments are sell priced at

5% off List.

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
TITAN MACHINERY, INC.**

**EXHIBIT C  
Scope of Work**

**PROJECT**

Purchase of one (1) tractor for bulk trash collection as specified on the attached HGACBuy Contract Pricing Worksheet.

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
TITAN MACHINERY, INC.**

**EXHIBIT D**

**METHOD AND AMOUNT OF COMPENSATION**

Method of payment is provided in Section 3 of the Agreement. The amount of compensation for the purchase of one (1) tractor Case 570NEP - 2WD is provided in the attached HGACBuy Contract Pricing Worksheet per Contract No. EM06-15.

**NOT TO EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$88,813.12 for the entire term of the Agreement.

**DETAILED PROJECT COMPENSATION**

In accordance with the terms and conditions of this agreement and award pursuant to Houston-Galveston Area Council Contract No. EM06-15, the City is retaining Titan Machinery, Inc., for the purchase of one (1) tractor, Case 570NEP - 2WD with published options itemized in the attached HGACBuy Contract Pricing Worksheet.



**CONTRACT PRICING WORKSHEET**  
For Standard Equipment Purchases

Contract No.:

EM06-15

Date Prepared:

11/2/2015

**This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.**

Buying Agency:	City of Glendale	Contractor:	Titan Machinery
Contact Person:	Bill Sterling	Prepared By:	Mark Davis
Phone:	623-640-4002	Phone:	602-540-9321
Fax:		Fax:	602-233-9371
Email:		Email:	mark.davis@titanmachinery.com

Product Code:	Description:	<b>Case 570NEP - 2WD</b>
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**A. Product Item Base Unit Price Per Contractor's H-GAC Contract:** \$49,488.78

**B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable**  
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
747894 Rear Counterweight	\$0.00	747875 Tool Box	\$133.98
8101110 11X16 10PR F3 Front Tires	\$0.00	747775 Cab Convenience Package	\$1,102.86
8401140 19.5X24 10PR Rear Tires	\$227.04	747666 Additional Lights	\$250.80
747853 Cab, 2 door with Heat and AC	\$9,800.34	747735 3" Seat Belt	\$56.76
747770 Mech suspension Seat, w/armrests	\$396.00	747892 Aux. Hydraulics & Controls	\$996.60
747847 Battery Disconnect / Jump Start	\$116.82		
747880 Hand Throttle	\$133.98		
747873 Ride Control	\$953.70		
728756 Rotating Beacon	\$180.18		
		<b>Subtotal From Additional Sheet(s):</b>	
		<b>Subtotal B:</b>	\$14,349.06

**C. Unpublished Options - Itemize below - Attach additional sheet if necessary**  
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
BIC Parts*	\$1,745.00	Turf Tires	\$2,650.00
Pre-delivery Inspection	\$850.00	Swap and Fill Tires	\$600.00
Tinting windows	\$350.00		
Install Grapple	\$9,850.00		
*BIC Parts:Radio-\$200, Mirrors-\$250, Fire ext-\$95		<b>Subtotal From Additional Sheet(s):</b>	
Murphy System-\$800, Fenders-\$350, SMV sign-\$50		<b>Subtotal C:</b>	\$16,045.00

<b>Check:</b> Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	<b>For this transaction the percentage is:</b>	25%
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**D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)**

Quantity Ordered:	1	X Subtotal of A + B + C:	\$79,882.84	=	<b>Subtotal D:</b>	\$79,882.84
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**E. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges**

Description	Cost	Description	Cost
		Factory Freight	\$2,100.00
		Delivery to City	\$200.00
		<b>Subtotal E:</b>	\$2,300.00

<b>Delivery Date:</b>	90-120 Days	<b>F. Total Purchase Price (D+E):</b>	\$82,182.84
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Tax(8.3%)	\$6,630.28
<b>TOTAL:</b>	\$88,813.12





## Legislation Description

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**File #: 15-771, Version: 1**

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**RESOLUTION 5046: AUTHORIZATION OF LICENSE AGREEMENT WITH VERIZON WIRELESS (VAW), LLC FOR THE INSTALLATION OF A DISTRIBUTED ANTENNA SYSTEM (SMALL CELL) ON A CITY STREETLIGHT WITHIN PUBLIC RIGHT-OF-WAY AT 5880 WEST BELL ROAD**

Staff Contact: Jack Friedline, Director, Public Works

### **Purpose and Recommended Action**

This is a request for the City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to execute a license agreement between the City of Glendale and Verizon Wireless (VAW), L.L.C., dba Verizon Wireless, for the installation of a distributed antenna system (small cell) on a city-owned streetlight pole within public right-of-way located at 5880 West Bell Road.

### **Background**

Verizon Wireless contacted the city to request permission to expand its existing network facilities in Glendale. This license will allow Verizon Wireless to install a small cell antenna on an existing city streetlight within Glendale right-of-way. The existing streetlight pole at this site is a direct bury pole, and it will be necessary for Verizon to install a new pole with a concrete base to support the additional equipment. This will result in structurally enhancing the city's existing infrastructure. Verizon Wireless's infrastructure investment in the West Valley allows them to meet their current and future clients' connection needs and the growing demand for cellular service.

Staff has developed guidelines to standardize the fees charged for distributed antenna system (small cell) license agreements moving forward as shown in the attached document. These guidelines will be followed in negotiating new licenses and renewing licenses as they expire. The fees are consistent for each site and are based upon industry standard, geographical location and comparable rates being charged to competitive wireless carriers by other local municipalities such as Phoenix, Tempe and Scottsdale. Each site will have an antenna base fee, plus a ground equipment fee (if applicable) for the cubic feet of equipment in the right-of-way.

### **Analysis**

- There will be additional construction needed as a result of this action.
- There are no costs incurred by the city as a result of this action.
- This new license agreement falls within Category 1 of the guidelines, with a footprint of less than 50 cubic feet, and will be charged accordingly.
- This license agreement is for a 10-year term, with a bilateral option to extend the license agreement for an additional three, five-year extension periods.
- The Planning Department has reviewed and approved this site location.

**Community Benefit/Public Involvement**

Verizon Wireless's infrastructure investment in Glendale allows Verizon to meet the cellular service needs of Glendale residents.

**Budget and Financial Impacts**

The revenue generated from this agreement during the first 10-years of the associated license, including the 3% annual increase is projected at \$39,000. All revenue shall be deposited into the General Fund.

RESOLUTION NO. 5046 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT FOR WIRELESS COMMUNICATIONS SITE IN CITY OF GLENDALE RIGHT-OF-WAY LOCATED AT 5880 WEST BELL ROAD IN GLENDALE, ARIZONA WITH VERIZON WIRELESS.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Manager or designee is authorized to execute and deliver a License Agreement for Wireless Communications Site in Glendale Right-of-Way located at 5880 West Bell Road in Glendale, Arizona with Verizon Wireless. Said license agreement is on file with the City Clerk.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this            day of            , 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk            (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
Acting City Manager

**COMMUNICATIONS SITE LICENSE AGREEMENT FOR  
VERIZON WIRELESS (VAW) LLC, dba VERIZON WIRELESS,  
IN CITY OF GLENDALE RIGHT-OF-WAY**

This Communications Site License Agreement for Verizon Wireless (VAW) LLC, dba Verizon Wireless, in City of Glendale Right-of-Way ("Agreement") is executed to be effective this \_\_\_ day of \_\_\_\_\_, 2015 ("Effective Date"), between the City of Glendale, an Arizona municipal corporation ("City"), and Verizon Wireless (VAW) LLC, a Delaware limited liability company, dba Verizon Wireless ("Licensee").

**RECITALS**

- A. The City is the owner of certain right-of-way located in the City ("Licensed Area"), as more particularly described in the attached Exhibit A.
- B. Licensee desires to install, maintain and operate a "small cell" wireless communications facility ("Small Cell") in the City's right-of-way. The equipment includes, but is not limited to communications equipment, antennas, radio amplifiers, radio frequency and optical signal converters, power suppliers and meters, monitoring devices, fiber optic and other cabling, connectors and equipment necessary to serve Licensee's Small Cell facilities as shown in Exhibit A (collectively, the "Facilities").
- C. The City is willing to grant the Licensee a license to use the Licensed Area for the operation of the Facilities under the terms of this Agreement, subject to the approval of the Glendale City Council in connection with the public hearing requirements of A.R.S. § 9-551 *et seq.*, and all as implemented by the City's Project Manager, whose approvals shall not be unreasonably withheld.

**AGREEMENT**

In consideration of the following mutual covenants, terms and conditions, the Parties agree as follows:

1. LICENSED AREA.

The Licensed Area includes and is limited to the following areas depicted in Exhibit A: i) The area on which the Facilities are located at 5880 West Bell Road, or an alternative area in the right-of-way, as approved by the City; and ii) Reasonable access to the Facilities through the public right-of-way.

2. CITY'S REPRESENTATIONS AND WARRANTIES.

- A. The City represents and warrants to the Licensee that: i) the City, and its duly authorized signatory, have full right, power, and authority to execute this Agreement on behalf of the City; ii) the City has good and unencumbered title to

the Licensed Area free and clear of any liens or mortgages, except those disclosed to the Licensee that will not interfere with Licensee's right to use the Licensed Area; and iii) the City's execution and performance of this Agreement will not violate any laws, ordinances, covenants, mortgages, licenses or other agreements binding on the City.

- B. The Licensee has studied and inspected the Licensed Area and accepts the same "AS IS" without any express or implied warranties of any kind, other than those warranties contained in Subsection (2)(A) immediately above, including any warranties or representations by the City as to its condition or fitness for any particular use. The Licensee has inspected the Licensed Area and obtained information and professional advice as the Licensee has determined to be necessary related to this Agreement.

3. GRANT OF LICENSE; TERM.

- A. Nothing in this Agreement will be construed as granting the Licensee the authority to use any property that is owned by any person or entity other than the City.
- B. The initial term of this License Agreement shall be for a period of ten (10) years (the "Initial Term"), commencing on the Commencement Date (as defined in paragraph 4.C below) and ending at 11:59 p.m. on the day immediately preceding the tenth (10<sup>th</sup>) anniversary thereof, unless sooner terminated as stated herein. This Agreement shall be automatically renewed for no more than three successive five-year Renewal Terms, unless Licensor or Licensee notifies the other party in writing of such party's intent not to renew this Agreement at least one hundred eighty (180) days prior to the expiration of the Initial Term or any Renewal Term, as applicable.
- C. If Licensee continues to occupy the Licensed Area after the expiration or termination of this Agreement, holding over will not be considered to operate as a renewal or extension of this Agreement, but shall be a month-to-month license and the Licensee must pay the City fees in an amount that is double the amount of normal license fee that would otherwise be due under Section 4.
- D. Notwithstanding any provision in this Agreement to the contrary or any negotiation, correspondence, course of performance or dealing, or any other statements or acts by or between the parties, Licensee's rights in the Licensed Area are limited to the rights created by this Agreement. Licensee's rights are subject to all covenants, restrictions, easements, agreements, reservations and encumbrances upon, and all other conditions of title to, the Licensed Area. Licensee's rights under this Agreement are further subject to all present and future building restrictions, regulations, zoning laws, ordinances, resolutions and orders of any local, state or federal agency, now or later having jurisdiction over, the Licensed Area or the Licensee's use of the Licensed Area.

4. LICENSE FEES; COSTS; TAXES.

- A. As of the Commencement Date, Licensee shall pay, without notice and free from all claims, deductions and setoffs against the City, an annual license fee in the amount of \$3,368.00 for one (1) street light attachment, including ground equipment with a “footprint” of up to fifty (50) cubic feet, for Licensee’s Facilities and associated equipment within the Licensed Area, plus all appropriate taxes (see Section 23 below) and on each subsequent anniversary of the Commencement Date during the term of this Agreement, up to and including the expiration or earlier termination thereof (“Pole Attachment Fee”).
- B. The Pole Attachment Fee will increase by three percent (3%) annually on each anniversary of the Commencement Date.
- C. The “Commencement Date” shall be defined as the first day of the month immediately following the Effective Date of this Agreement. The first annual license fee shall be paid within forty-five (45) days following the Commencement Date, and all subsequent annual license fees paid in advance on or before the anniversary of the Commencement Date.
- D. If the Licensee fails to pay any fee in full within ten (10) business days after receipt of written notice of delinquency, the Licensee is responsible for interest on the unpaid principal balance at the rate of 18% per annum from the due date until payment is made in full.
- E. Upon submission of plans in connection with the approval of this Agreement, Licensee shall pay the City a dry utility permit fee in accordance with the City’s Community Development Fee Schedule.
- F. Licensee shall pay the City actual costs for inspections, materials testing and other costs incurred by the City as a direct result of the construction, repair, alteration or relocation of the Facilities. All costs shall be paid in full within thirty (30) days of invoice.

5. UTILITIES.

Licensee is responsible for obtaining and paying for all utilities necessary to operate the Facilities.

6. USE RESTRICTIONS.

- A. Subject to the interference provisions set forth below, Licensee shall at all times use reasonable efforts to minimize any impact that its use of the Licensed Area will have on other users of the Licensed Area.
- B. Licensee shall not remove, damage or alter in any way any improvements or personal property of the City upon the Licensed Area without the City’s prior

written approval. Licensee shall repair any damage or alteration to the City's property caused by Licensee's use of the Licensed Area to the same condition that existed before the damage or alteration, reasonable wear and tear excepted.

- C. Whenever the Licensee performs construction activities within the Licensed Area, the Licensee shall obtain all necessary construction permits and promptly, upon completion of construction, restore the remaining Licensed Area to the condition existing before construction to the satisfaction of the City's Project Manager. If the Licensee fails to restore the Licensed Area as required, the City may take all reasonable actions necessary to restore the Licensed Area, and the Licensee, within thirty (30) days of demand and receipt of an invoice, together with reasonable supporting documentation, will pay all of the City's reasonable costs of restoration.
- D. Licensee shall use the Licensed Area solely for constructing, installing, operating, maintaining, repairing, modifying and removing the Facilities. The Facilities are limited to the equipment and facilities listed on Exhibit A and other items as may be approved by the City, in its sole discretion, in writing.
- E. Licensee shall have a non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, for the construction, installation, operation, maintenance, modification and removal of the Facilities. In no event shall the City's use of the Licensed Area be unreasonably interrupted by the Licensee's work. Prior to entering upon the Licensed Area for activities that disrupt vehicular and/or pedestrian traffic, the Licensee shall give the Project Manager or designee at least forty-eight (48) hours advance notice in the manner provided in Section 21 of this Agreement or, in the event of emergency repairs, any prior notice as is practical.
- F. Licensee shall at all times have on call and at the City's access, an active, qualified, and experienced representative to supervise the Facilities, and who is authorized to act for the Licensee in matters pertaining to all emergencies and the day-to-day operation of the Facilities. The Licensee shall provide the Project Manager or designee with the names, addresses and 24-hour telephone numbers of designated persons in writing.
- G. In the vicinity of any above-ground facilities Licensee may have in the Licensed Area, Licensee shall keep the Licensed Area maintained, orderly and clean at all times.
- H. Licensee acknowledges that: i) the Licensee's use of the Licensed Area is subject and subordinate to, and shall not adversely affect, the City's use of the Licensed Area; and ii) the City reserves the right to further develop, maintain, repair, or improve the Licensed Area, provided that City shall reasonably cooperate with Licensee to ensure that Licensee's use and operation of the

Distributed Antenna System (DAS) Facilities is not interfered with or interrupted.

- I. Licensee shall not install any signs in the Licensed Area other than required safety or warning signs or other signs necessary for the use of the Licensed Area as requested or approved by the City. Licensee bears all costs pertaining to the erection, installation, maintenance and removal of all of its signs.

7. HAZARDOUS WASTE.

The Licensee shall not produce, dispose, transport, treat, use or store any hazardous waste or toxic substance upon or about the Licensed Area in violation of the Arizona Hazardous Waste Management Act, A.R.S. § 49-901 *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. 2601 *et seq.*, or any other federal, state or local law pertaining to hazardous waste or toxic substances. Licensee shall not use the Licensed Area in a manner inconsistent with any regulations, permits or approvals issued by any state agency. City and Licensee acknowledge that Licensee shall be utilizing and maintaining sealed batteries and that Licensee shall use and maintain such batteries pursuant to industry standards and applicable laws. The Licensee shall defend, indemnify and hold the City harmless against any loss or liability incurred by reason of any hazardous waste or toxic substance release on or affecting the Licensed Area to the extent caused by the Licensee, and shall immediately notify the City of any hazardous waste or toxic substance release at any time discovered or existing upon the Licensed Area. Licensee shall promptly and without request provide the City with copies of all written communications between the Licensee and any governmental agency concerning environmental inquiries, reports or problems in the Licensed Area. City shall defend, indemnify and hold Licensee harmless against any loss or liability incurred by reason of any hazardous waste or toxic substance release on or affecting the Licensed Area to the extent caused by City, its employees, agents or representatives.

8. LICENSEE'S IMPROVEMENTS; GENERAL REQUIREMENTS.

- A. The following provisions govern all improvements, repairs, installation and other construction, removal, demolition or similar work of any description by the Licensee related to the Facilities or the Licensed Area (collectively referred to as the "Licensee's Improvements"):
  - i) In no event, including termination of this Agreement for any reason, is the City obligated to compensate the Licensee in any manner for any of Licensee's Improvements or other work provided by the Licensee during or related to this Agreement. The Licensee shall timely pay for all labor, materials and work and all professional and other services related to Licensee's Improvements and defend, indemnify and hold harmless the City against the same;
  - ii) Licensee shall perform all work in a good, workmanlike manner, and shall diligently complete the work in conformance with all building codes



and similar requirements. Licensee's Improvements shall be commensurate with high quality industry standards as approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed;

- iii) Licensee acknowledges that as of the Effective Date of this Agreement, the City has not approved or promised to approve any plans for the Licensee's Improvements, except for those improvements already in place or to the extent expressly stated in this Agreement;
- iv) Licensee shall make no structural or grading alterations, or similar structural modifications or additions or other significant construction work to the Licensed Area without having first received the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Review shall include all improvements, equipment, fixtures, paint and other construction work of any description as described in all plans delivered by the Licensee to the City. All such plans and construction are subject to inspection and final approval by the City as to materials, design, function and appearance;
- v) Licensee shall keep as-built records of the Licensee's Improvements and furnish copies of records to the City, at no cost to the City, upon completion of improvements and any changes to the same. Licensee shall participate as a member of the Blue Stake Center under A.R.S. § 40-360.21 *et seq.*, regarding underground facilities, and submit proof of participation to the Property Manager upon request;
- vi) All changes to utility facilities shall be limited to the Licensed Area and shall be undertaken by the Licensee only with the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed;
- vii) All of the Licensee's Improvements shall, be designed so as to present uniformity of design, function, appearance and quality throughout and consistency with other improvements located in the Licensed Area; and
- viii) Licensee shall properly mark and sign all excavations and maintain barriers and traffic control in accordance with applicable laws, regulations and best management practices.

B. The following procedure governs the Licensee's submission to the City of all plans for the Licensed Area and the Licensee's Improvements, including any proposed changes by the Licensee of previously approved plans:

- i) Licensee shall coordinate with the City as necessary on significant design issues prior to submission of plans;

- ii) Upon execution of this Agreement, the City and the Licensee shall each designate a project manager to coordinate the parties' participation in designing and constructing Licensee's Improvements. Each project manager shall devote time and efforts to the project as may be necessary for timely, good faith and convenient coordination among all persons involved with the project and compliance with this Agreement. The City's Project Manager will not be exclusively assigned to this Agreement or to the Licensee's Improvements;
- iii) No plans are considered finally submitted until the Licensee delivers to the City a formal certification by an engineer licensed in Arizona, acceptable to the Project Manager, to the effect that all of the Licensee's Improvements are properly designed to be safe and functional as designed and as required by this Agreement. The certification shall be accompanied by and refer to any backup information and analysis as the Project Manager may reasonably require;
- iv) No plans are considered approved until stamped "APPROVED" and dated by the City's Project Manager;
- v) Licensee acknowledges that the Project Manager's authority with respect to the Licensed Area is limited to the administration of the requirements of this Agreement. Licensee is responsible to secure all zoning approvals, design revisions or other governmental approvals and to satisfy all governmental requirements pertaining to the project and may not rely on the City or Project Manager to initiate or suggest any particular process or course of action;
- vi) The City's issuance of building permits shall not be considered valid unless the plans have been approved as stated in subsection (iv) above. The City's Project Manager shall be reasonably available to coordinate and assist the Licensee in working through issues that may arise in connection with such plan approvals and requirements;
- vii) The Licensee shall, in the submittal of all plans, allow adequate time for all communications and plan revisions necessary to obtain approvals and shall schedule its performances and revise its plans as necessary to timely obtain all approvals and make payment of all applicable fees;
- viii) Any delay in City's review of or marking Licensee's plans with changes necessary to approve the plans, or approve the revised plans in accordance with the City's normal plan-review procedures, will not be considered approval of the plans but may operate to extend Licensee's construction deadlines. The City agrees to use reasonable efforts to review, mark or approve Licensee's plans in a prompt and timely manner and in conformance with established policies and procedures;

- ix) The Licensee shall provide the City with two (2) complete sets of detailed plans and specifications of the work as completed;
- x) The parties shall use reasonable efforts to resolve any design and construction issues to their mutual satisfaction but, in the event of an impasse for any reason, final decision authority regarding all design and construction issues shall rest with the City in its discretion; and
- xi) Before any construction begins on the Licensed Area, the Licensee shall provide the City with performance bonds, and if considered necessary by the City, payment bonds, in amounts equal to the full amount of the written construction contract pursuant to which such construction is to be done. The payment bond shall be solely for the protection of claimants supplying labor or materials for the required construction work and the performance bond shall be solely for the protection of the City, conditioned upon the faithful performance of the required construction work. Bonds shall be executed by a surety company duly authorized to do business in Arizona, and acceptable to the City and shall be kept in place for the duration of the work.

9. LICENSEE'S INITIAL CONSTRUCTION.

No later than eighteen (18) months after the Effective Date, the Licensee shall install the Facilities in the Licensed Area in accordance with all of the specifications contained in the attached Exhibit A. Equipment already in place from previous authorization will also be reflected in Exhibit A.

10. MAINTENANCE.

- A. The Licensee has, at its own cost, all responsibilities for improvements to and maintenance of the Facilities in the Licensed Area during the term of this Agreement.
- B. Licensee, at its expense, shall use reasonable efforts to minimize the visual and operational impacts of the equipment as required by any City Ordinance, permit, or other permission necessary for the installation or use of the Licensed Area.

11. CO-LOCATION.

- A. Subject to subsection (B) below, the Licensee shall, at all times, use reasonable efforts to cooperate with the City or any third parties with regard to the possible co-location of additional equipment, facilities or structures in and around the Licensed Area ("Co-location"). If a Co-location is feasible, the City may, in its sole discretion, negotiate a Co-location license agreement with any third party on terms as the City considers appropriate, not inconsistent with the rights and obligations of the parties under this Agreement. Licensee's consent

in connection with the final determination of Co-location of a third party is not required, provided that Licensee's operations are not interfered with or interrupted. Any fees or charges paid by an additional Co-locator belong solely to the City.

- B. Prior to permitting the installation of a Co-location by any third party in or around the Licensed Area which may interfere with the Licensee's operations, the City shall give the Licensee forty-five (45) days' notice of the proposed Co-location so that the Licensee can determine if the Co-location will interfere with the Facilities. If the Licensee determines that interference is likely, the Licensee shall, within the notice period, give the City a detailed written explanation of the anticipated interference, including supporting documentation as may be reasonably necessary for the City to evaluate the Licensee's position. The City and the Licensee shall promptly use reasonable efforts to resolve any interference problems before the City permits a Co-location to the third party. If a subsequent licensee is permitted to operate near the Licensed Area, and the subsequent licensee's operations materially interfere with Licensee's Facilities, then the City shall direct the subsequent licensee to remedy the interference within seventy-two (72) hours. If the interference is not resolved within this period, then the City will direct the subsequent licensee to cease its operation until the interference is resolved. These same procedures apply to any interference caused by Licensee with respect to any Co-location existing and as configured prior to the installation of Licensee's Facilities.

## 12. ASSIGNMENT.

- A. Licensee may assign this Agreement, upon thirty (30) days' written notice to the City, to any person or entity controlling, controlled by or under common ownership with the Licensee or Licensee's parent company, or to any person or entity that, acquires the Licensee's business and assumes all obligations of the Licensee under this Agreement. Other assignments require City approval. For assignments requiring City approval, the City may, as a condition of approval, postpone the effective date of the assignment and require that any potential transferee submit reasonable evidence of its financial ability to fully perform under the terms of this Agreement to the City at least thirty (30) days prior to any transfer of the Licensee's interest, in no event will the City unreasonably withhold, condition, or delay its approval to a proposed assignment.
- B. The Licensee may, upon notice to the City, mortgage or grant a security interest in this Agreement and the Facilities, and may assign this Agreement and the Facilities to any mortgagees, deed of trust beneficiaries or holders of security interests, including their successors or assigns ("Mortgagees"), so long as the Mortgagees agree to be bound by the terms of this Agreement. If so, the City shall execute consent to leasehold or other financing as may be reasonably required by Mortgagees. In no event will Licensee grant or attempt to grant a security interest in any of the real property underlying the Licensed Area.

- C. Subject to subsections (A) and (B) above, Licensee shall not sublease any of its interest under this Agreement, nor permit any other person to occupy the Licensed Area.

13. SECURITY DEPOSIT.

- A. Amount of Security Deposit. Within forty five (45) days of the full execution of this Agreement, Licensee agrees to deliver to City a security deposit in the amount of Two Thousand and No/100 Dollars (\$2,000.00). City shall hold the Security Deposit as security for the performance of the Licensee's obligations under this Agreement.
- B. Use of Security Deposit. City may (but is not required to) without prejudice to any other remedy City has, apply all or part of the Security Deposit to:
  - i) Any Rent, including Base Rent, or other sum in default;
  - ii) Any amount that City may spend or become obligated to spend in exercising City's unconditional rights pursuant to Facilities Removal, Restoration or to remove any and all portions of the Facilities that remain on the Licensed Area by the earlier of thirty (30) days following cessation of Licensee's operations at the Licensed Area, or the Expiration Date of this Agreement; and
  - iii) Any expense, loss, or damage that City may suffer because of Licensee's default.
- C. Refund of Security Deposit. Licensee must remove, to City's satisfaction, all elements of the Facilities and all associated improvements of every kind and nature constructed, erected or placed by Licensee on the Licensed Area by the earlier of the thirty (30) days following cessation of Licensee's operations at the Licensed Area, or expiration date of this Agreement in order to secure refund of any portion of its Security Deposit.

14. REGULATORY AGENCIES, SERVICES, FINANCIALS AND BANKRUPTCY.

- A. The Licensee shall upon request provide to the City:
  - i) All non-proprietary and relevant petitions, applications, communications and reports submitted by the Licensee to the Arizona Corporation Commission, inclusive of any requirements under A.R.S. § 40-441 *et seq.*, or other state or federal authority having jurisdiction that directly relates to Licensee's operations in the Licensed Area;
  - ii) Non-proprietary licensing documentation concerning all services of whatever nature being offered or provided by the Licensee over facilities in the Licensed Area. Non-proprietary copies of responses

from regulatory agencies to the Licensee shall be available to the City upon request. To the extent permitted by Arizona's Public Records Law, A.R.S. § 39-121 *et seq.*, the City will treat all documentation and information obtained pursuant to this Section 14 as proprietary and confidential.

- B. The Licensee shall upon request provide the City copies of any petition, application, communications, or other documents related to any filing by the Licensee of bankruptcy, receivership, or trusteeship.

15. DEFAULT; TERMINATION BY CITY.

- A. The City may terminate this Agreement for any of the following reasons upon thirty (30) days' written notice to Licensee:
  - i) Failure of Licensee to perform any obligation under this Agreement, after Licensee fails to cure default within the notice and cure period. However, if cure cannot reasonably be implemented within the notice period, Licensee must commence and diligently pursue to cure within ninety (90) days of the City's notice.
  - ii) The taking of possession for a period of ten (10) days or more of substantially all of Licensee's personal property in the Licensed Area by or pursuant to lawful authority of any legislative act, resolution, rule, order or decree or any act, resolution, rule, order or decree of any court or governmental board, agency, officer, receiver, trustee or liquidator.
  - iii) The filing of any lien against the Licensed Area, or against the City's underlying real property, due to any act or omission of the Licensee that is not discharged or fully bonded within thirty (30) days of receipt of actual notice by the Licensee.
- B. The City may place the Licensee in default of this Agreement by giving the Licensee fifteen (15) days written notice of the Licensee's failure to timely pay the rent required under this Agreement or any other charges required to be paid by the Licensee pursuant to this Agreement. If Licensee does not cure the default within the notice period the City may terminate this Agreement or exercise any other remedy allowed by law or equity.
- C. If the Licensee, through any fault of its own, at any time fails to maintain all insurance coverage required by this Agreement, the City may, upon written notice to the Licensee, immediately terminate this Agreement or secure the required insurance at Licensee's expense.
- D. Failure by a party to take any authorized action upon default by the other party does not constitute a waiver of the default nor of any subsequent default by the other party. City's acceptance of the License Fee or any other fees or

charges for any period after a default by the Licensee is not considered a waiver or estoppel of the City's right to terminate this Agreement for any subsequent failure by the Licensee to comply with its obligations.

- E. Upon the termination of this Agreement for any reason, all rights of the Licensee terminate, including all rights of the Licensee's creditors, trustees and assigns and all others similarly situated as to the Licensed Area.

16. TERMINATION.

- A. This Agreement may be terminated for any of the following reasons:
  - i) By either party upon issuance by a court of competent jurisdiction of an injunction in any way preventing or restraining the Licensee's use of any portion of the Licensed Area and remaining in force for a period of thirty (30) consecutive days.
  - ii) By either party upon the inability of the Licensee to use any substantial portion of the Licensed Area for a period of thirty (30) consecutive days due to the enactment or enforcement of any law or regulation or because of fire, earthquake or similar casualty, or Acts of God or the public enemy.
  - iii) By either party upon ninety (90) days' written notice, if the Licensee is unable to obtain or maintain any license, permit or governmental approval necessary for the construction, installation or operation of the Facilities or the Licensee's business.
  - iv) Provided Licensee is current in all of its financial obligations to the City, by Licensee, for any reason with sixty (60) days' written notice to the City.
- B. In order to exercise the termination provisions above, the party exercising termination must not itself be in default under the terms of this Agreement beyond any applicable grace or cure period and, if not otherwise stated above, provide reasonable written notice to the other party.

17. INDEMNIFICATION.

The Licensee shall defend, indemnify and hold harmless the City and its elected or appointed officials, agents, boards, commissions and employees (hereinafter referred to collectively as the "City" in this Section) from all loss, damages or claims of whatever nature, including attorney's fees, expert witness fees and costs of litigation, that arise out of any act or omission of the Licensee or its agents, employees and invitees (hereinafter referred to collectively as "Licensee" in this Section) in connection with the Licensee's operations in the Licensed Area and that result directly in the injury to or death of any person or the damage to or loss of any property, or that arise out of the failure of Licensee to comply with any provision of this

Agreement. The City shall in all instances, except for loss, damages or claims resulting from the negligence or willful acts of the City, be indemnified by Licensee against all losses, damages or claims. The City shall give the Licensee prompt notice of any claim made or suit instituted that may subject the Licensee to liability under this Section, and Licensee shall have the right to compromise and defend the same to the extent of its own interest. The City shall have the right, but not the duty, to participate in the defense of any claim or litigation with attorneys of the City's selection and at the City's sole cost without relieving the Licensee of any obligations under this Agreement. Licensee's obligations under this Section survive any termination of this Agreement or the Licensee's activities in the Licensed Area.

18. INSURANCE.

- A. The Licensee shall procure and at all times maintain the following types and amounts of insurance for its operations in the Licensed Area:
  - i) Commercial general liability insurance in the minimum amount of \$2,000,000 combined single limit per occurrence for bodily injury and property damage, \$5,000,000 aggregate.
  - ii) Any other insurance, as the City's Project Manager may determine, to be necessary for the Licensee's operations and is commercially reasonable.
- B. Insurance shall:
  - i) Be from a company rated at least A- by AM Best;
  - ii) Name the City as an additional insured on the insurance policy and maintain coverage through the term of the Agreement;
  - iii) Include contractual liability coverage, subject to standard policy provisions and exclusions; and
  - iv) Be primary and non-contributory with respect to all other available sources, as relates to Licensee's negligence.
- C. Licensee shall provide appropriate certificates of insurance to the City for all insurance policies required by this Section. Absence of City request for proof of initial or renewal coverage does not waive any insurance requirements under this paragraph.

19. DAMAGE OR DESTRUCTION / REPLACEMENT POLES.

- A. The City has no obligation to reimburse the Licensee for the loss of or damage to fixtures, equipment or other personal property of the Licensee, except for loss or damage caused by the negligence or fault of the City or its officers,



employees or agents. The Licensee may insure such fixtures, equipment or other personal property for its own protection if it so desires.

- B. Replacement Pole. If the City approves a Licensee proposal to install Antennas on a City-owned pole, then in addition to the other requirements of this Agreement the following shall apply:
- i) Licensee shall provide and deliver to the City a replacement pole (excluding mast arm); so that a replacement is immediately available to City in case the original pole is damaged.
  - ii) If the City uses a replacement pole, then Licensee shall provide another replacement pole.
  - iii) All performance under this paragraph shall be at Licensee's expense. City owns the original pole and all replacement poles.
  - iv) Licensee will provide City with a total of five (5) replacement light poles. Annually, the City may reasonably request additional stock directly in proportion to the number of light pole attachments added by Licensee, but in no event greater than 10% of the total number of Licensee-provided light poles then in City's possession.
  - v) This paragraph does not diminish the plans approval or any other requirement of this Agreement.

## 20. SURRENDER OF POSSESSION.

Upon the expiration or termination of this Agreement, the Licensee's right to occupy the Licensed Area and exercise the privileges and rights granted under this Agreement shall cease, and it shall surrender and leave the Licensed Area in good condition, normal wear and tear excepted. Unless otherwise provided, all trade fixtures, equipment, and other personal property installed or placed by the Licensee on the Licensed Area shall remain the property of the Licensee, and the Licensee may, at any time during the term of this Agreement, and for an additional period of ninety (90) days after its expiration, remove the same from the Licensed Area so long as Licensee is not in default of any of its obligations, and repairs at its sole cost, any damage caused by the removal. Any property not removed by the Licensee within the 90-day period becomes a part of the Licensed Area, and ownership vests in the City; or the City may, at the Licensee's expense, have the property removed. Licensee's indemnity under this Agreement applies to any post- termination removal operations.

## 21. NOTICE.

- A. Except as otherwise provided, all notices required or permitted to be given under this Agreement may be mailed by certified mail, return receipt requested, postage prepaid; or sent via national overnight courier to the following addresses:

TO THE CITY: City of Glendale  
5850 West Glendale Avenue  
Glendale, Arizona 85301  
Attention: Project Manager

WITH A COPY TO: City of Glendale  
5850 West Glendale Avenue  
Glendale, Arizona 85301  
Attention: City Attorney

TO THE LICENSEE: Verizon Wireless (VAW) LLC,  
dba Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attn: Network Real Estate

Emergency Contact Phone Numbers:

Licensee NOCC - 800-264-6620

- B. Any notice given by certified mail or overnight courier is considered to be received on the date delivered or refusal to accept. Either party may designate in writing a different address for notice purposes pursuant to this Section.
- C. Under Section 6(E) of this Agreement, all notices of Licensee's intent to enter the Licensed Area shall be provided to the Project Manager, or designee at telephone numbers to be provided to Licensee by separate correspondence upon execution of this Agreement.

22. SEVERABILITY.

If any provision of this Agreement is declared invalid by a court of competent jurisdiction the remaining terms remain effective so long as the elimination of any invalid provision does not materially prejudice either party with regard to its respective rights and obligations. In the event of material prejudice, the adversely affected party may terminate this Agreement.

23. TAXES AND LICENSES.

- A. The Licensee shall pay any leasehold tax, possessory-interest tax, sales tax, personal property tax, transaction privilege tax, use tax or other exaction assessed or assessable as a direct result of its occupancy of the Licensed Area under authority of this Agreement, including any tax assessable on the City. If laws or judicial decisions result in the imposition of a real property tax on the interest of the City as a direct result of Licensee's occupancy of the Licensed Area, the tax shall also be paid by the Licensee on a proportional basis for the period this Agreement is in effect.

- B. The Licensee shall, at its own cost, obtain and maintain in full force and effect during the term of this Agreement all licenses and permits required for all activities authorized by this Agreement.

24. GOVERNING LAW.

This Agreement is governed by the laws of the State of Arizona. If any claim or litigation between the City and the Licensee arises under this Agreement, the successful party is entitled to recover its reasonable attorneys' fees, expert witness fees and other costs incurred in connection with the claim or litigation.

25. RULES AND REGULATIONS.

The Licensee shall at all times comply with all federal, state and local laws, ordinances, rules and regulations which are applicable to its operations and the Licensed Area, including all laws, ordinances, rules and regulations adopted after the Effective Date. The Licensee shall display to the City, upon request, any permits, licenses or other reasonable evidence of compliance with the law.

26. RIGHT OF ENTRY RESERVED.

- A. The City may, at any time, enter upon the Licensed Area for any lawful purpose, so long as the action does not unreasonably interfere with the Licensee's use or occupancy of the Licensed Area. The City shall have access to the Facilities itself only in emergencies.
- B. Without limiting the generality of the foregoing, the City and any furnisher of utilities and other services shall have the right, at their own cost, to maintain existing and future utility, mechanical, electrical and other systems and to enter upon the Licensed Area at any time to make repairs, replacements or alterations that may, in the opinion of the City, be necessary or advisable and from time to time to construct or install over, in or under the Licensed Area systems or parts and in connection with maintenance, use the Licensed Area for access to other parts in and around the Licensed Area. Exercise of rights of access to repair, to make alterations or commence new construction will not unreasonably interfere with the use and occupancy of the Licensed Area by the Licensee.
- C. Exercise of any of the foregoing rights by the City or others pursuant to the City's rights does not constitute an eviction of the Licensee, nor are grounds for any abatement of fees or any claim for damages.

27. RELOCATION.

- A. The City shall not bear any cost of relocation of existing facilities, irrespective of the function served, where the City facilities or other facilities occupying the Licensed Area or right-of-way in close proximity to the Licensed Area, are

already located and the conflict between the Licensee's potential Facilities and existing facilities can only be resolved expeditiously, as determined by the City, by the movement of the existing City or other permitted facilities.

- B. The City shall not bear any cost of relocation of Licensee's Facilities, where in the City's discretion, relocation is reasonable and necessary in connection with City right-of-way repairs, improvements or other capital projects affecting the Licensed Area. City shall provide Licensee no less than one hundred forty-five (145) days advance notice of a requirement to relocate. If the City becomes aware of a potential delay involving the Licensee's relocation, the City shall notify the Licensee within thirty (30) days of becoming aware of the potential delay. The Licensee may object in writing to the determination of relocation to the City's Project Manager within thirty (30) days of receipt of the notice to relocate. The Project Manager shall consider the objection and respond in writing to Licensee within thirty (30) days of receipt of the objection. The Project Manager's determination is final. Notwithstanding the foregoing, if the City issues a permit to a private developer, subsequent to the effective date of this Agreement that requires the relocation, or otherwise disturbs Licensee's Facilities, those costs will be borne by the developer.
- C. If Licensee's relocation effort delays construction of a public project causing the City to be liable for delay or other damages, the Licensee shall reimburse the City for those damages attributable to the delay created by the Licensee. If Licensee disputes the amount of damages attributable to the Licensee, the matter shall be referred to the Dispute Resolution Board as defined below. The Dispute Resolution Board shall consist of one member selected by the City, one member selected by the Licensee, and a third member agreed upon by both parties. The member agreed upon by both parties shall be chairperson of the Dispute Resolution Board. Expenses for the Dispute Resolution Board shall be shared equally by the City and the Licensee. The Board will hear the dispute promptly, and render an opinion as soon as possible, but in no case later than sixty (60) days after notification by the City of Licensee's allocated share of damages suffered by the City. All decisions of the Dispute Resolution Board are non-binding on the City and Licensee; however the findings of the Dispute Resolution Board shall be admissible in any legal action. The City and the Licensee shall accept or reject findings of the Dispute Resolution Board within thirty (30) days after receipt of the findings. If damages are assessed by the Dispute Resolution Board, and accepted by the City and the Licensee, the Licensee shall pay the City within thirty (30) days. If the Licensee fails to pay the damages in full within thirty (30) days the Licensee is responsible for interest on the unpaid balance at the rate of 18% per annum from that date until payment is made in full. Nothing herein prevents a mutual agreement between the City and the Licensee to use alternative dispute resolution for disputes related to other Agreement provisions.

28. CONFLICTS OF INTEREST.

This Agreement may be cancelled for conflicts of interest as described under A.R.S. § 38-511.

29. MISCELLANEOUS.

This Agreement constitutes the entire agreement between the parties concerning the subject matter stated and supersedes all prior negotiations, understandings and agreements between the parties concerning those matters. This Agreement shall be interpreted, applied and enforced according to the fair meaning of its terms and not be construed strictly in favor of or against either party, regardless of which party may have drafted any of its provisions. No provision of this Agreement may be waived or modified except by a writing signed by the party against whom the waiver or modification is sought to be enforced. Electronic signature blocks do not constitute a signature for purposes of this Agreement. This Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument. The terms of this Agreement are binding upon and inure to the benefit of the parties' successors and assigns.

*[Signatures on the following pages.]*

EXECUTED to be effective as of the date shown above.

CITY OF GLENDALE, an Arizona  
municipal corporation

\_\_\_\_\_  
Richard A. Bowers  
Acting City Manager

ATTEST:

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

APPROVED AS TO FORM:

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

Verizon Wireless (VAW) LLC,  
dba Verizon Wireless

By: \_\_\_\_\_  
Clifton Casey  
Its: Executive Director - Network  
Date: 22 Oct 11

**EXHIBIT A**

*(see attached)*

# PHOTOGRAPHIC SIMULATION

## PROPOSED WIRELESS COMMUNICATIONS FACILITY



SITE NAME: PHO\_TALAVTCENT\_SC

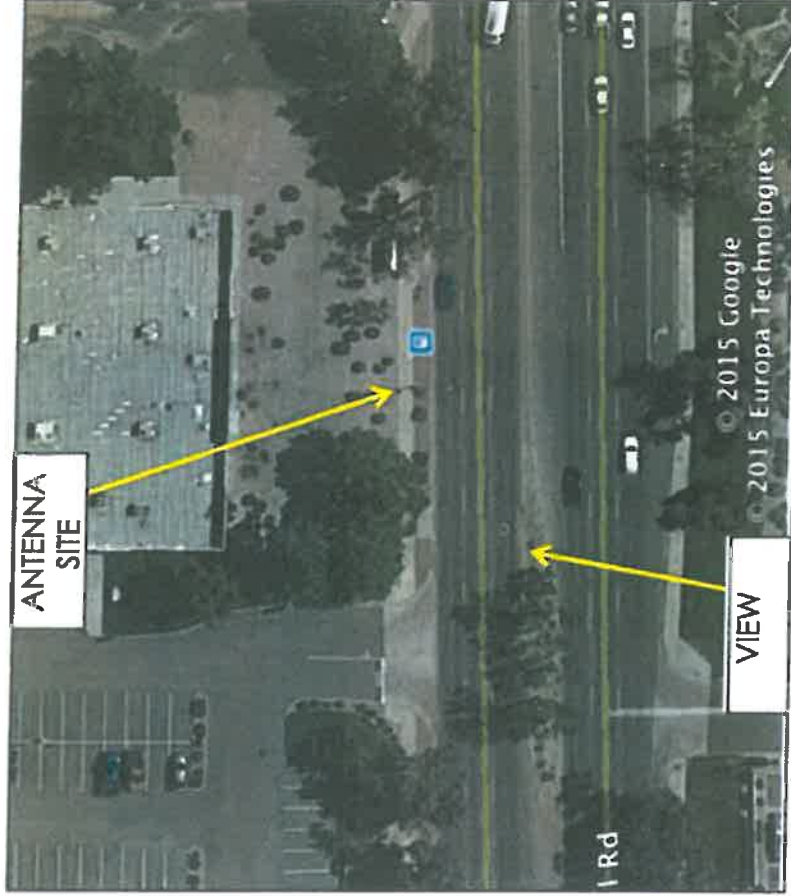
SITE LOCATION: 5880 WEST BELL ROAD  
GLENDALE, AZ 85308

DATE: 8/25/2015

APPLICANT: SHAW AND ASSOCIATES  
1222 W. CAVEDALE DR.  
PHOENIX, AZ 85085

CONTACT: CANDACE SUTHERLAND-MOTT  
(480) 204-1843

SITE LOCATION MAP



2015 GOOGLE MAPS

The included Photograph Simulation(s) are intended as visual representations only and should not be used for construction purposes. The materials represented within the included Photograph Simulation(s) are subject to change.





EXISTING VIEW -  
LOOKING NORTHWEST



PHOTOGRAPHIC SIMULATION -  
VIEW - LOOKING NORTHWEST



PROPOSED RELOCATION AND REPLACEMENT 35' LIGHT POLE AND INSTALLATION OF MOUNTED LESSEE ANTENNA ARRAY AND MICROWAVE DISH. ADDITION OF CHARLES EQUIPMENT CABINET.



SITE NAME: PHO\_TALAVI-TCENT\_SC



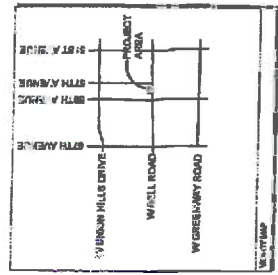
<p>136 W. GEMINI DR TEMPE, AZ 85283</p>		<p>DATE: _____</p>	
<p>PROJECT: PHO_TALAVI-TCENT_SC</p>		<p>PROJECT NO: 10000000000000000000</p>	
<p>CLIENT: VERIZON WIRELESS</p>		<p>PROJECT MANAGER: [Name]</p>	
<p>DESIGNER: PHO_TALAVI-TCENT_SC</p>		<p>DATE: 10/20/2015</p>	
<p>PROJECT NO: 10000000000000000000</p>		<p>PROJECT NAME: PHO_TALAVI-TCENT_SC</p>	
<p>PROJECT LOCATION: 680 WEST BELL ROAD, GLENDALE, AZ 85308</p>		<p>PROJECT NO: 10000000000000000000</p>	
<p>PROJECT TITLE: PHO_TALAVI-TCENT_SC</p>		<p>PROJECT NO: 10000000000000000000</p>	
<p>PROJECT NO: 10000000000000000000</p>		<p>PROJECT NO: 10000000000000000000</p>	
<p>PROJECT NO: 10000000000000000000</p>		<p>PROJECT NO: 10000000000000000000</p>	
<p>PROJECT NO: 10000000000000000000</p>		<p>PROJECT NO: 10000000000000000000</p>	

**PROJECT DESCRIPTION:**  
 THE PROJECT IS A 2.5 MW LTE-BASED TOWER SITUATED AT THE INTERSECTION OF WINDMILL HILLS DRIVE AND WINDMILL HILLS DRIVE. THE TOWER IS TO BE CONSTRUCTED ON A 1.5 ACRE PARCEL. THE TOWER IS TO BE CONSTRUCTED ON A 1.5 ACRE PARCEL. THE TOWER IS TO BE CONSTRUCTED ON A 1.5 ACRE PARCEL.

**PROJECT LOCATION:**  
 WINDMILL HILLS DRIVE, GLENDALE, AZ 85308

**PROJECT NO:** 10000000000000000000

**PROJECT TITLE:** PHO\_TALAVI-TCENT\_SC



**PROJECT DATA:**  
 PROJECT NO: 10000000000000000000  
 PROJECT NAME: PHO\_TALAVI-TCENT\_SC  
 PROJECT LOCATION: 680 WEST BELL ROAD, GLENDALE, AZ 85308  
 PROJECT TITLE: PHO\_TALAVI-TCENT\_SC

**PROJECT NO:** 10000000000000000000

**PROJECT NAME:** PHO\_TALAVI-TCENT\_SC

**PROJECT LOCATION:** 680 WEST BELL ROAD, GLENDALE, AZ 85308

**PROJECT TITLE:** PHO\_TALAVI-TCENT\_SC

**PROJECT DATA:**  
 PROJECT NO: 10000000000000000000  
 PROJECT NAME: PHO\_TALAVI-TCENT\_SC  
 PROJECT LOCATION: 680 WEST BELL ROAD, GLENDALE, AZ 85308  
 PROJECT TITLE: PHO\_TALAVI-TCENT\_SC

**PROJECT NO:** 10000000000000000000

**PROJECT NAME:** PHO\_TALAVI-TCENT\_SC

**PROJECT LOCATION:** 680 WEST BELL ROAD, GLENDALE, AZ 85308

**PROJECT TITLE:** PHO\_TALAVI-TCENT\_SC

**PROJECT DATA:**  
 PROJECT NO: 10000000000000000000  
 PROJECT NAME: PHO\_TALAVI-TCENT\_SC  
 PROJECT LOCATION: 680 WEST BELL ROAD, GLENDALE, AZ 85308  
 PROJECT TITLE: PHO\_TALAVI-TCENT\_SC

**PROJECT NO:** 10000000000000000000

**PROJECT NAME:** PHO\_TALAVI-TCENT\_SC

**PROJECT LOCATION:** 680 WEST BELL ROAD, GLENDALE, AZ 85308

**PROJECT TITLE:** PHO\_TALAVI-TCENT\_SC

**PROJECT DATA:**  
 PROJECT NO: 10000000000000000000  
 PROJECT NAME: PHO\_TALAVI-TCENT\_SC  
 PROJECT LOCATION: 680 WEST BELL ROAD, GLENDALE, AZ 85308  
 PROJECT TITLE: PHO\_TALAVI-TCENT\_SC

**PROJECT NO:** 10000000000000000000

**PROJECT NAME:** PHO\_TALAVI-TCENT\_SC

**PROJECT LOCATION:** 680 WEST BELL ROAD, GLENDALE, AZ 85308

**PROJECT TITLE:** PHO\_TALAVI-TCENT\_SC

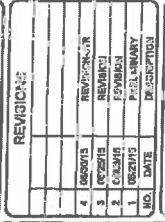


SHEET NUMBER: 1-1



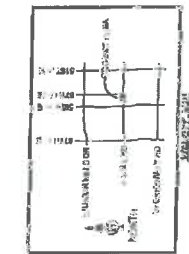
FIELD NO. 471  
 DATE 1/11/11  
 DRAWN BY JAV

NO.	DATE	DESCRIPTION
4	REVISIONS	REVISIONS
3	REVISIONS	REVISIONS
2	REVISIONS	REVISIONS
1	REVISIONS	REVISIONS

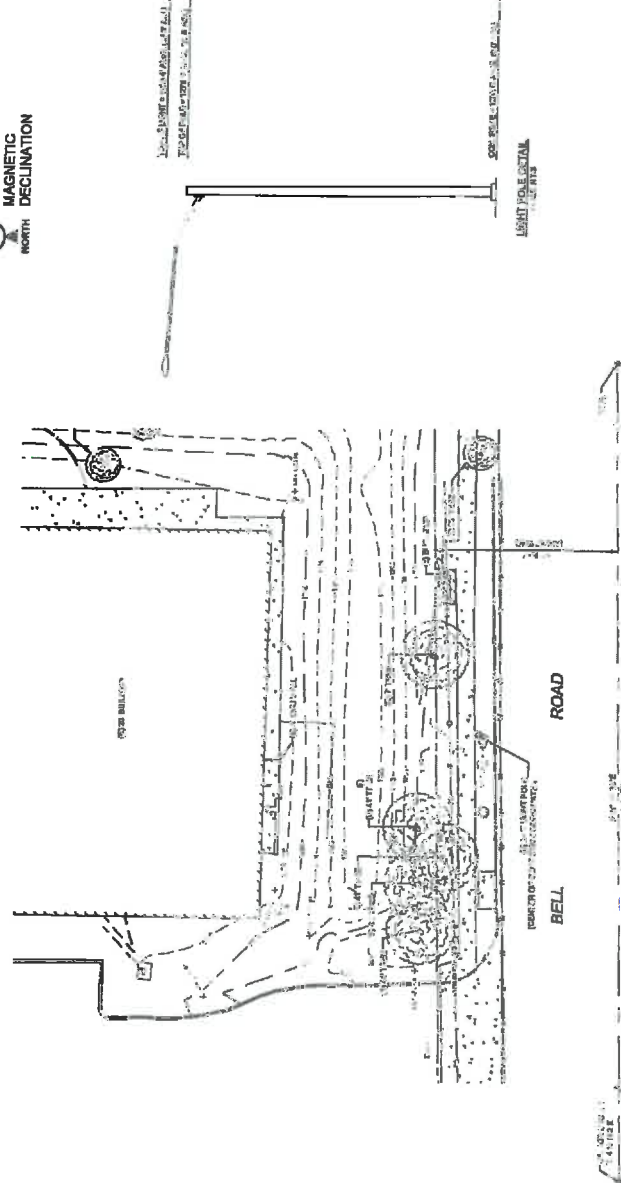


PROJECT NO: 0800797  
 SITE NAME: PHO. TOWER/CELL SC  
 SITE ADDRESS: 656 WEST BELL ROAD, GLENDALE, AZ 85306

SHEET TITLE: SITE SURVEY  
 SHEET NO: LS-1



10° 41' MAGNETIC NORTH DECLINATION



CONSENT OF LANDOWNER/OWNER/PROPERTY OWNER TO BE WITH STAKEOUT AND SURVEY

NOT BE HELD RESPONSIBLE FOR ANY DAMAGE TO THE PROPERTY OR PERSONS OR PROPERTY OF ANY OTHER PARTY...

THESE SURVEY DATA WERE OBTAINED BY THE SURVEYOR BY THE FOLLOWING METHODS...

LEGEND

- 1. BOUNDARY LINE
- 2. EASEMENT
- 3. EASEMENT
- 4. EASEMENT
- 5. EASEMENT
- 6. EASEMENT
- 7. EASEMENT
- 8. EASEMENT
- 9. EASEMENT
- 10. EASEMENT
- 11. EASEMENT
- 12. EASEMENT
- 13. EASEMENT
- 14. EASEMENT
- 15. EASEMENT
- 16. EASEMENT
- 17. EASEMENT
- 18. EASEMENT
- 19. EASEMENT
- 20. EASEMENT
- 21. EASEMENT
- 22. EASEMENT
- 23. EASEMENT
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- 25. EASEMENT
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- 27. EASEMENT
- 28. EASEMENT
- 29. EASEMENT
- 30. EASEMENT
- 31. EASEMENT
- 32. EASEMENT
- 33. EASEMENT
- 34. EASEMENT
- 35. EASEMENT
- 36. EASEMENT
- 37. EASEMENT
- 38. EASEMENT
- 39. EASEMENT
- 40. EASEMENT
- 41. EASEMENT
- 42. EASEMENT
- 43. EASEMENT
- 44. EASEMENT
- 45. EASEMENT
- 46. EASEMENT
- 47. EASEMENT
- 48. EASEMENT
- 49. EASEMENT
- 50. EASEMENT





1208 W. GEMINI DR.  
TEMPE, AZ 85288

PROJECT NO.	1208 W. GEMINI DR.
DATE	08/11/11
PROJECT NAME	PHO_TALAVI-TCENT_SC
CLIENT	VERIZON WIRELESS
DESIGNER	YOUNG & RUBICAM
DATE	08/11/11



ARCHITECTURE / PERIODIC RENOVATION  
1088 E. WILLOW, MESA, AZ 85208  
P. 480.431.1000 F. 480.431.1001  
www.youngandrubicam.com

**PRELIMINARY FOR REVIEW ONLY**

NO.	DATE	DESCRIPTION
0 <td>8/11/11 <td>PRELIMINARY</td> </td>	8/11/11 <td>PRELIMINARY</td>	PRELIMINARY
1 <td>8/11/11 <td>REVISED</td> </td>	8/11/11 <td>REVISED</td>	REVISED

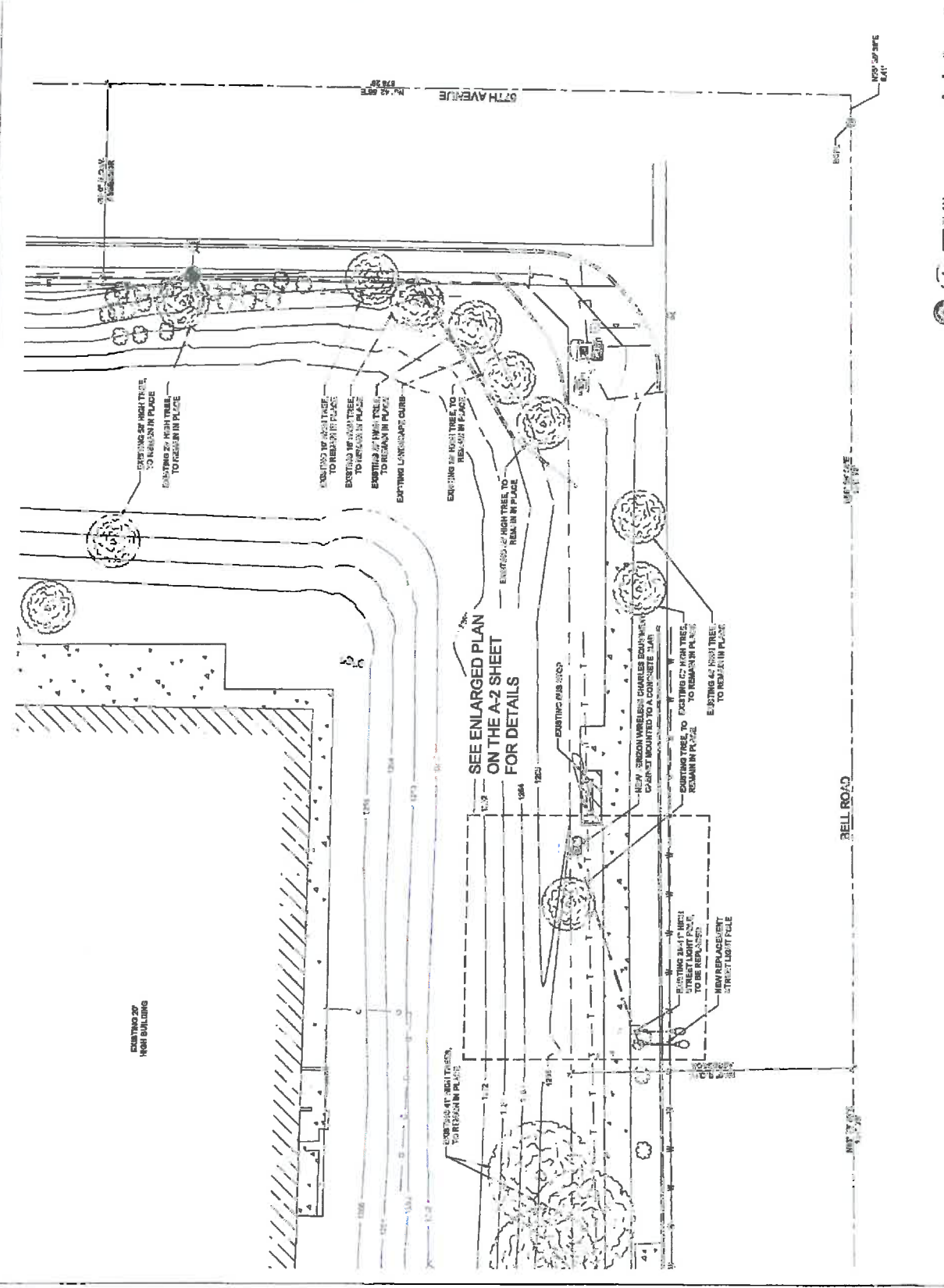
ARCHITECTS JOB #  
PROJECT APPROVAL  
YDC-6908

**PHO\_TALAVI-TCENT\_SC**  
**SMALL CELL**  
BLUENIGHT BULL ROAD  
CALIFORNIA AZ 85288

SHEET NO. 111  
SITE PLAN

DATE	08/11/11
PROJECT	PHO_TALAVI-TCENT_SC
CLIENT	VERIZON WIRELESS
DESIGNER	YOUNG & RUBICAM
DATE	08/11/11

SHEET NO. 111  
A-1



SCALE: 1" = 10'-0"



1" = 10'-0"



DATE	12/11/12
DESCRIPTION	PLAN
PROJECT	PHO_TALAVI-TOCENT_SC
LOCATION	300 W. GEMINI DR
CLIENT	VERIZON WIRELESS

**young design corp**  
 1000 E. Camelback Rd., Suite 200, Phoenix, AZ 85014  
 (602) 953-1234  
 www.youngdesign.com

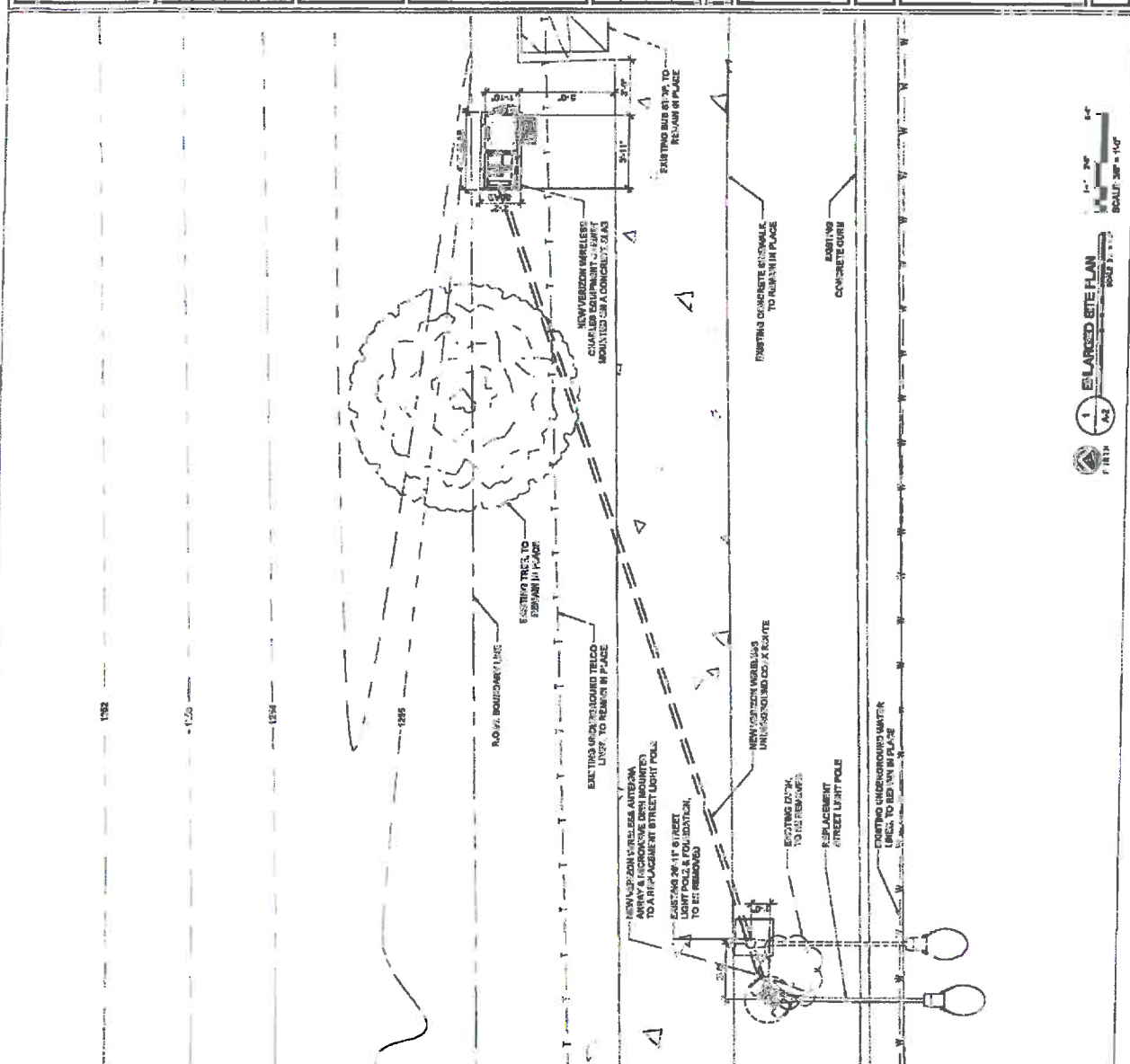
**PRELIMINARY FOR REVIEW**

NO.	DATE	DESCRIPTION
1	12/11/12	ISSUE FOR REVIEW
2	12/11/12	REVISED PER COMMENTS

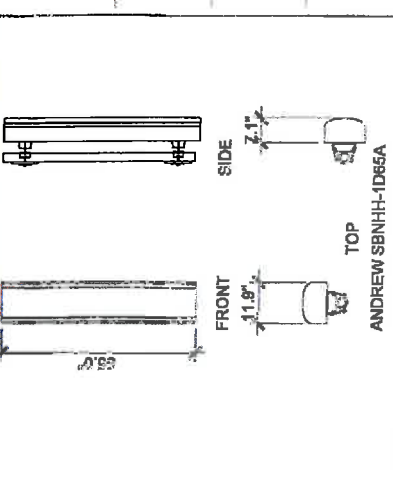
**PHO\_TALAVI-TOCENT\_SC**  
**SMALL CELL**  
 300 W. GEMINI DR  
 TEMPE, AZ 85283

**ENLARGED SITE PLAN**  
 SCALE: 1/4" = 1'-0"

DATE: 12/11/12  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]  
 PROJECT NO.: [Number]  
 SHEET NO.: **A-2**

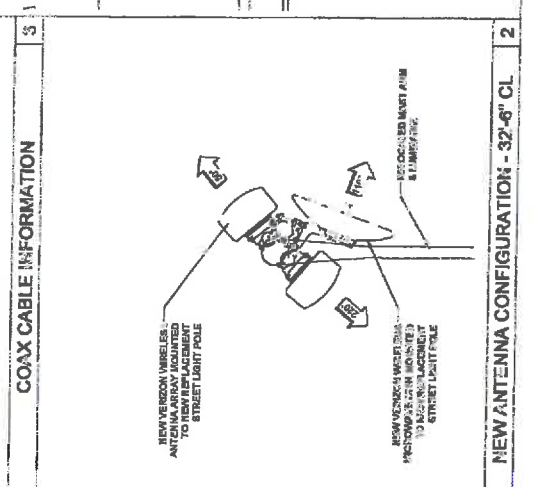


**ENLARGED SITE PLAN**  
 SCALE: 1/4" = 1'-0"



**COAXIAL CABLE TABLE**

CONTRACT NUMBER	CONTRACT DATE	CONTRACT VALUE	CONTRACT TYPE
AL-104	12/11/12	2,500,000	TELECOM
AL-105	12/11/12	2,500,000	TELECOM
AL-106	12/11/12	2,500,000	TELECOM





DATE: 12/15/11  
 DRAWN BY: J. HUNTER  
 CHECKED BY: J. HUNTER  
 PROJECT NO.: 11-0002  
 SHEET NO.: 1 OF 1

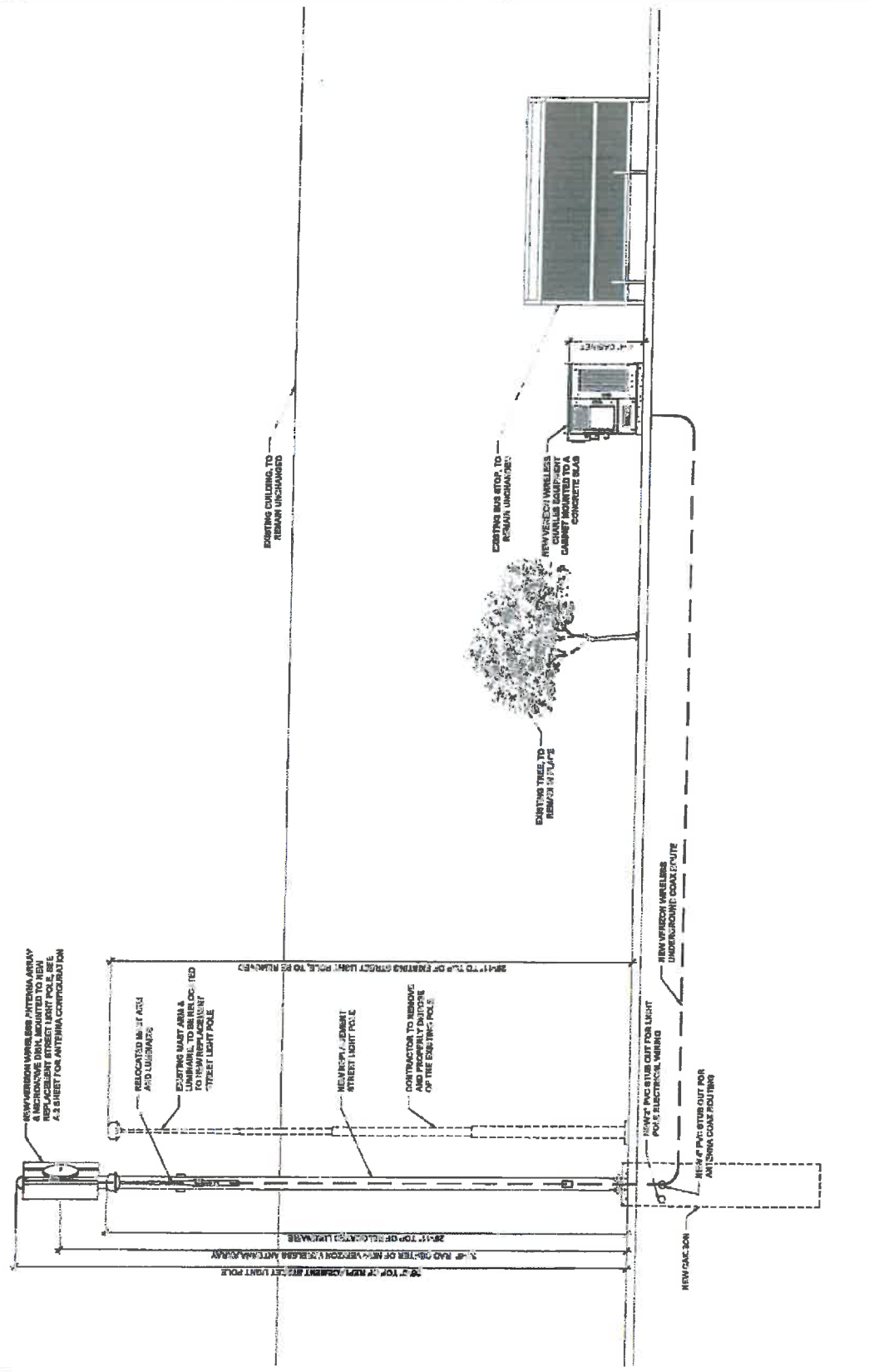


PREPARED FOR REVIEW  
 PROJECT NO.: 11-0002  
 SHEET NO.: 1 OF 1

PHO\_TALAVI-TCENT\_SC  
 SMALL CELL  
 3400 WEST BELL ROAD  
 G1 PHOENIX, AZ 85018

SOUTH ELEVATION  
 SHEET 1011

SCALE: 1/8" = 1'-0"  
 DATE: 12/15/11



1 SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

DATE: 12/15/11

SHEET 1011

PHO\_TALAVI-TCENT\_SC

SMALL CELL

3400 WEST BELL ROAD

G1 PHOENIX, AZ 85018

SOUTH ELEVATION

0.0000

**verizon wireless**  
126 W. GEMINI DR.  
TEMPE, AZ 85283

INTERNET SERVICE  
CONTRACT NO. 10000000000000000000  
DATE 10/1/2010  
PROJECT NO. 10000000000000000000  
FACILITIES 500-TX-E

**joens design corp**  
13245 E. 1st Avenue, Suite 100, Aurora, AZ 85018  
P: 480 451 8888 Fax: 480 451 8888  
www.joensdesign.com

PRELIMINARY  
FOR REVIEW ONLY

NO.	DATE	DESCRIPTION	PREPARED BY	BY COMPANY
0	10/1/2010	PROJECT START		
1	10/1/2010	PROJECT START		

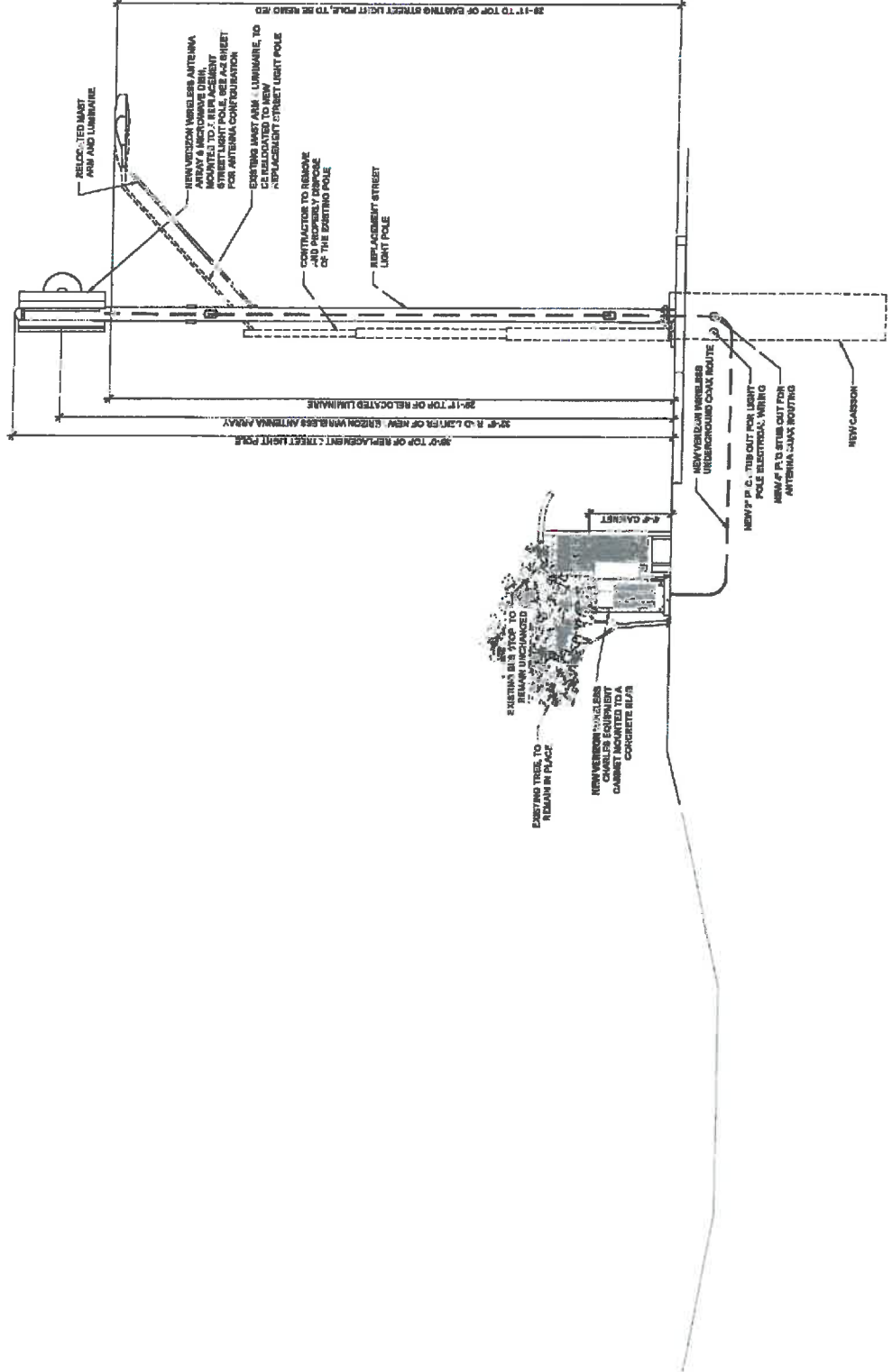
PROJECT NO. YDC-6699  
PROJECT # 70-WANTAN

**PHO\_TALAVI-TOENT\_SC**  
SMALL CELL  
500 WEST BOLL ROAD  
GLENDALE, AZ 85308

SHEET TITLE  
EAST ELEVATION

DATE: 10/1/2010 10:57:51 AM

SHEET NO. 44  
A-4



WEST ELEVATION

CLEN

verizon wireless

126 W. GEMINI DR  
TEMPE, AZ 85283

DATE: 11/11/11

PROJECT: PHO\_TALAVT-CENT

BY: JAMES SWANEY

DATE: 11/11/11

PROJECT: PHO\_TALAVT-CENT

DATE: 11/11/11

PROJECT: PHO\_TALAVT-CENT

DATE: 11/11/11

PROJECT: PHO\_TALAVT-CENT

DATE: 11/11/11

PROJECT: PHO\_TALAVT-CENT

DATE: 11/11/11

PROJECT: PHO\_TALAVT-CENT

DATE: 11/11/11

PROJECT: PHO\_TALAVT-CENT

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PROJECT: PHO\_TALAVT-CENT

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DATE: 11/11/11

PROJECT: PHO\_TALAVT-CENT

DATE: 11/11/11

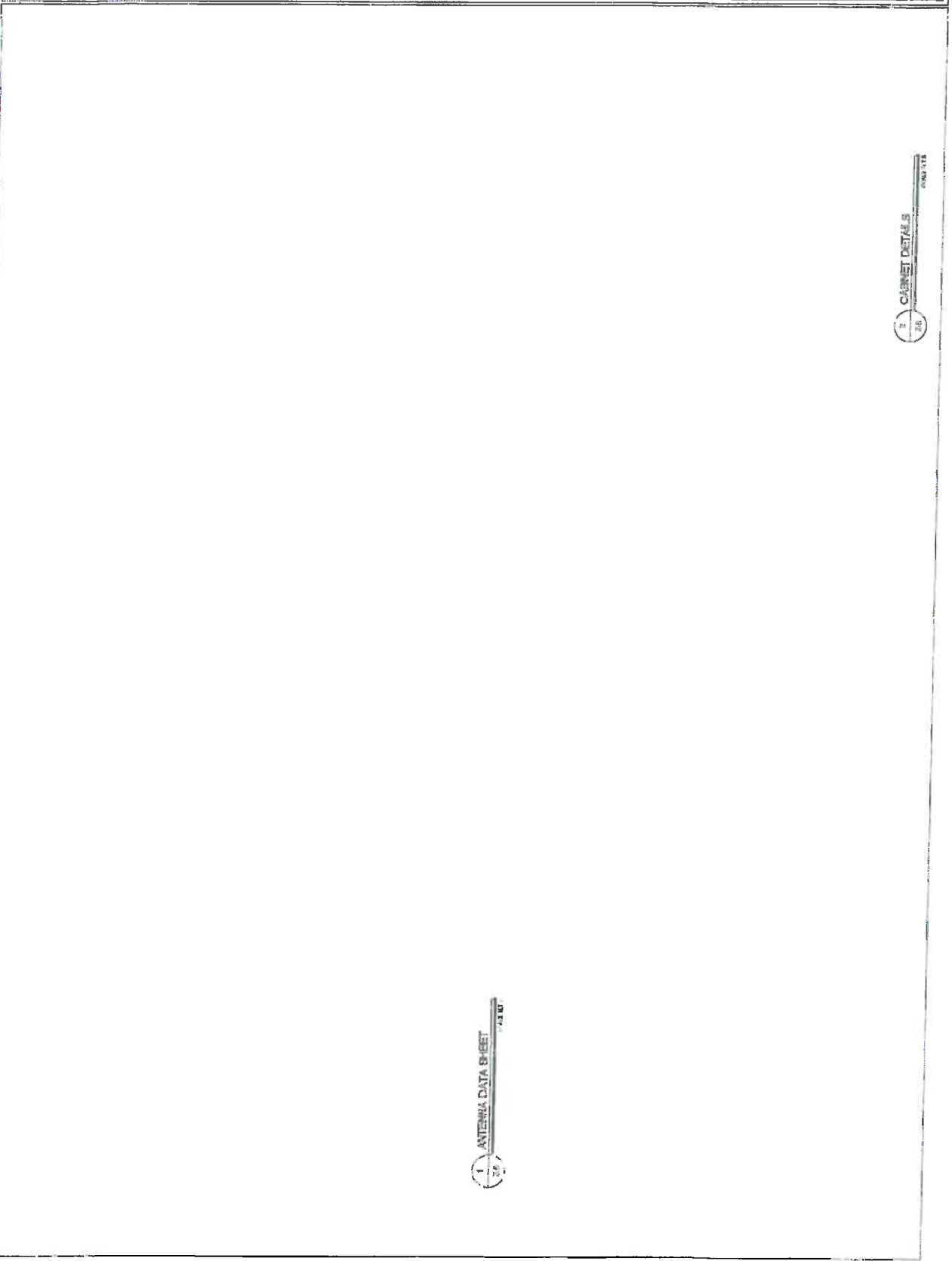
PROJECT: PHO\_TALAVT-CENT

DATE: 11/11/11

PROJECT: PHO\_TALAVT-CENT

DATE: 11/11/11

PROJECT: PHO\_TALAVT-CENT



1 ANTENNA DATA SHEET

2 CABINET DETAILS

7-5

SHEET INDEX

PHO\_TALAVT-CENT



**STANDARDIZED FEES FOR DISTRIBUTED ANTENNA SYSTEM (SMALL CELL) LICENSE AGREEMENTS**

Category 1-DAS with antenna(s) mounted on an existing vertical element or pole.			
Cubic feet/ground equipment	Antenna base fee	Equipment base fee	Total annual fee
1-50	Included	Included	\$3,368
51-200	\$3,368	\$6,271	\$9,639
201-300	\$3,368	\$9,390	\$12,758
301-400	\$3,368	\$12,493	\$15,861
401 or more	\$3,368	\$15,649	\$19,017
Category 2-DAS with antenna(s) mounted on a new vertical element that is stealth or utilizes alternate concealment when existing vertical elements are not available.			
Cubic feet/ground equipment	Antenna base fee	Equipment base fee	Total annual fee
1-50	Included	Included	\$3,564
51-200	\$3,564	\$6,271	\$9,835
201-300	\$3,564	\$9,390	\$12,954
301-400	\$3,564	\$12,493	\$16,057
401 or more	\$3,564	\$15,649	\$19,213
Category 3-DAS with antenna(s) mounted on a new vertical element that is not stealth or concealed in appearance.			
Cubic feet/ground equipment	Antenna base fee	Equipment base fee	Total annual fee
1-50	Included	Included	\$4,810
51-200	\$4,810	\$6,271	\$11,081
201-300	\$4,810	\$9,390	\$14,200
301-400	\$4,810	\$12,493	\$17,303
401 or more	\$4,810	\$15,649	\$20,459



## Legislation Description

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**File #: 15-772, Version: 1**

---

**RESOLUTION 5047: AUTHORIZATION OF LICENSE AGREEMENT WITH VERIZON WIRELESS (VAW), LLC FOR THE INSTALLATION OF A DISTRIBUTED ANTENNA SYSTEM (SMALL CELL) ON A CITY STREETLIGHT WITHIN PUBLIC RIGHT-OF-WAY AT 5510 WEST CAMELBACK ROAD**

Staff Contact: Jack Friedline, Director, Public Works

### **Purpose and Recommended Action**

This is a request for the City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to execute a license agreement between the City of Glendale and Verizon Wireless (VAW), L.L.C., dba Verizon Wireless, for the installation of a distributed antenna system (small cell) on a city-owned streetlight pole within public right-of-way located at 5510 West Camelback Road.

### **Background**

Verizon Wireless contacted the city to request permission to expand its existing network facilities in Glendale. This license will allow Verizon Wireless to install a small cell antenna on an existing city streetlight within Glendale right-of-way. The existing streetlight pole at this site is a direct bury pole, and it will be necessary for Verizon to install a new pole with a concrete base to support the additional equipment. This will result in structurally enhancing the city's existing infrastructure. Verizon Wireless's infrastructure investment in the West Valley allows them to meet their current and future clients' connection needs and the growing demand for cellular service.

Staff has developed guidelines to standardize the fees charged for distributed antenna system (small cell) license agreements moving forward as shown in the attached document. These guidelines will be followed in negotiating new licenses and renewing licenses as they expire. The fees are consistent for each site and are based upon industry standard, geographical location and comparable rates being charged to competitive wireless carriers by other local municipalities such as Phoenix, Tempe and Scottsdale. Each site will have an antenna base fee, plus a ground equipment fee (if applicable) for the cubic feet of equipment in the right-of-way.

### **Analysis**

- There will be additional construction needed as a result of this action.
- There are no costs incurred by the city as a result of this action.
- This new license agreement falls within Category 1 of the guidelines, with a footprint of less than 50 cubic feet, and will be charged accordingly.
- This license agreement is for a 10-year term, with a bilateral option to extend the license agreement for an additional three, five-year extension periods.
- The Planning Department has reviewed and approved this site location.

**Community Benefit/Public Involvement**

Verizon Wireless's infrastructure investment in Glendale allows Verizon to meet the cellular service needs of Glendale residents.

**Budget and Financial Impacts**

The revenue generated from this agreement during the first 10-years of the associated license, including the 3% annual increase is projected at \$39,000. All revenue shall be deposited into the General Fund.

RESOLUTION NO. 5047 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT FOR WIRELESS COMMUNICATIONS SITE IN CITY OF GLENDALE RIGHT-OF-WAY LOCATED AT 5510 WEST CAMELBACK ROAD IN GLENDALE, ARIZONA WITH VERIZON WIRELESS.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Manager or designee is authorized to execute and deliver a License Agreement for Wireless Communications Site in Glendale Right-of-Way located at 5510 West Camelback Road in Glendale, Arizona with Verizon Wireless. Said license agreement is on file with the City Clerk.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this            day of            , 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk            (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
Acting City Manager

**COMMUNICATIONS SITE LICENSE AGREEMENT FOR  
VERIZON WIRELESS (VAW) LLC, dba VERIZON WIRELESS,  
IN CITY OF GLENDALE RIGHT-OF-WAY**

This Communications Site License Agreement for Verizon Wireless (VAW) LLC, dba Verizon Wireless, in City of Glendale Right-of-Way ("Agreement") is executed to be effective this \_\_\_ day of \_\_\_\_\_, 2015 ("Effective Date"), between the City of Glendale, an Arizona municipal corporation ("City"), and Verizon Wireless (VAW) LLC, a Delaware limited liability company, dba Verizon Wireless ("Licensee").

**RECITALS**

- A. The City is the owner of certain right-of-way located in the City ("Licensed Area"), as more particularly described in the attached Exhibit A.
- B. Licensee desires to install, maintain and operate a "small cell" wireless communications facility ("Small Cell") in the City's right-of-way. The equipment includes, but is not limited to communications equipment, antennas, radio amplifiers, radio frequency and optical signal converters, power suppliers and meters, monitoring devices, fiber optic and other cabling, connectors and equipment necessary to serve Licensee's Small Cell facilities as shown in Exhibit A (collectively, the "Facilities").
- C. The City is willing to grant the Licensee a license to use the Licensed Area for the operation of the Facilities under the terms of this Agreement, subject to the approval of the Glendale City Council in connection with the public hearing requirements of A.R.S. § 9-551 *et seq.*, and all as implemented by the City's Project Manager, whose approvals shall not be unreasonably withheld.

**AGREEMENT**

In consideration of the following mutual covenants, terms and conditions, the Parties agree as follows:

1. LICENSED AREA.

The Licensed Area includes and is limited to the following areas depicted in Exhibit A: i) The area on which the Facilities are located at 5510 West Camelback Road, or an alternative area in the right-of-way, as approved by the City; and ii) Reasonable access to the Facilities through the public right-of-way.

2. CITY'S REPRESENTATIONS AND WARRANTIES.

- A. The City represents and warrants to the Licensee that: i) the City, and its duly authorized signatory, have full right, power, and authority to execute this Agreement on behalf of the City; ii) the City has good and unencumbered title to

the Licensed Area free and clear of any liens or mortgages, except those disclosed to the Licensee that will not interfere with Licensee's right to use the Licensed Area; and iii) the City's execution and performance of this Agreement will not violate any laws, ordinances, covenants, mortgages, licenses or other agreements binding on the City.

- B. The Licensee has studied and inspected the Licensed Area and accepts the same "AS IS" without any express or implied warranties of any kind, other than those warranties contained in Subsection (2)(A) immediately above, including any warranties or representations by the City as to its condition or fitness for any particular use. The Licensee has inspected the Licensed Area and obtained information and professional advice as the Licensee has determined to be necessary related to this Agreement.

3. GRANT OF LICENSE; TERM.

- A. Nothing in this Agreement will be construed as granting the Licensee the authority to use any property that is owned by any person or entity other than the City.
- B. The initial term of this License Agreement shall be for a period of ten (10) years (the "Initial Term"), commencing on the Commencement Date (as defined in paragraph 4.C below) and ending at 11:59 p.m. on the day immediately preceding the tenth (10<sup>th</sup>) anniversary thereof, unless sooner terminated as stated herein. This Agreement shall be automatically renewed for no more than three successive five-year Renewal Terms, unless Licensor or Licensee notifies the other party in writing of such party's intent not to renew this Agreement at least one hundred eighty (180) days prior to the expiration of the Initial Term or any Renewal Term, as applicable.
- C. If Licensee continues to occupy the Licensed Area after the expiration or termination of this Agreement, holding over will not be considered to operate as a renewal or extension of this Agreement, but shall be a month-to-month license and the Licensee must pay the City fees in an amount that is double the amount of normal license fee that would otherwise be due under Section 4.
- D. Notwithstanding any provision in this Agreement to the contrary or any negotiation, correspondence, course of performance or dealing, or any other statements or acts by or between the parties, Licensee's rights in the Licensed Area are limited to the rights created by this Agreement. Licensee's rights are subject to all covenants, restrictions, easements, agreements, reservations and encumbrances upon, and all other conditions of title to, the Licensed Area. Licensee's rights under this Agreement are further subject to all present and future building restrictions, regulations, zoning laws, ordinances, resolutions and orders of any local, state or federal agency, now or later having jurisdiction over, the Licensed Area or the Licensee's use of the Licensed Area.

4. LICENSE FEES; COSTS; TAXES.

- A. As of the Commencement Date, Licensee shall pay, without notice and free from all claims, deductions and setoffs against the City, an annual license fee in the amount of \$3,368.00 for one (1) street light attachment, including ground equipment with a "footprint" of up to fifty (50) cubic feet, for Licensee's Facilities and associated equipment within the Licensed Area, plus all appropriate taxes (see Section 23 below) and on each subsequent anniversary of the Commencement Date during the term of this Agreement, up to and including the expiration or earlier termination thereof ("Pole Attachment Fee").
- B. The Pole Attachment Fee will increase by three percent (3%) annually on each anniversary of the Commencement Date.
- C. The "Commencement Date" shall be defined as the first day of the month immediately following the Effective Date of this Agreement. The first annual license fee shall be paid within forty-five (45) days following the Commencement Date, and all subsequent annual license fees paid in advance on or before the anniversary of the Commencement Date.
- D. If the Licensee fails to pay any fee in full within ten (10) business days after receipt of written notice of delinquency, the Licensee is responsible for interest on the unpaid principal balance at the rate of 18% per annum from the due date until payment is made in full.
- E. Upon submission of plans in connection with the approval of this Agreement, Licensee shall pay the City a dry utility permit fee in accordance with the City's Community Development Fee Schedule.
- F. Licensee shall pay the City actual costs for inspections, materials testing and other costs incurred by the City as a direct result of the construction, repair, alteration or relocation of the Facilities. All costs shall be paid in full within thirty (30) days of invoice.

5. UTILITIES.

Licensee is responsible for obtaining and paying for all utilities necessary to operate the Facilities.

6. USE RESTRICTIONS.

- A. Subject to the interference provisions set forth below, Licensee shall at all times use reasonable efforts to minimize any impact that its use of the Licensed Area will have on other users of the Licensed Area.
- B. Licensee shall not remove, damage or alter in any way any improvements or personal property of the City upon the Licensed Area without the City's prior

written approval. Licensee shall repair any damage or alteration to the City's property caused by Licensee's use of the Licensed Area to the same condition that existed before the damage or alteration, reasonable wear and tear excepted.

- C. Whenever the Licensee performs construction activities within the Licensed Area, the Licensee shall obtain all necessary construction permits and promptly, upon completion of construction, restore the remaining Licensed Area to the condition existing before construction to the satisfaction of the City's Project Manager. If the Licensee fails to restore the Licensed Area as required, the City may take all reasonable actions necessary to restore the Licensed Area, and the Licensee, within thirty (30) days of demand and receipt of an invoice, together with reasonable supporting documentation, will pay all of the City's reasonable costs of restoration.
- D. Licensee shall use the Licensed Area solely for constructing, installing, operating, maintaining, repairing, modifying and removing the Facilities. The Facilities are limited to the equipment and facilities listed on Exhibit A and other items as may be approved by the City, in its sole discretion, in writing.
- E. Licensee shall have a non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, for the construction, installation, operation, maintenance, modification and removal of the Facilities. In no event shall the City's use of the Licensed Area be unreasonably interrupted by the Licensee's work. Prior to entering upon the Licensed Area for activities that disrupt vehicular and/or pedestrian traffic, the Licensee shall give the Project Manager or designee at least forty-eight (48) hours advance notice in the manner provided in Section 21 of this Agreement or, in the event of emergency repairs, any prior notice as is practical.
- F. Licensee shall at all times have on call and at the City's access, an active, qualified, and experienced representative to supervise the Facilities, and who is authorized to act for the Licensee in matters pertaining to all emergencies and the day-to-day operation of the Facilities. The Licensee shall provide the Project Manager or designee with the names, addresses and 24-hour telephone numbers of designated persons in writing.
- G. In the vicinity of any above-ground facilities Licensee may have in the Licensed Area, Licensee shall keep the Licensed Area maintained, orderly and clean at all times.
- H. Licensee acknowledges that: i) the Licensee's use of the Licensed Area is subject and subordinate to, and shall not adversely affect, the City's use of the Licensed Area; and ii) the City reserves the right to further develop, maintain, repair, or improve the Licensed Area, provided that City shall reasonably cooperate with Licensee to ensure that Licensee's use and operation of the



Distributed Antenna System (DAS) Facilities is not interfered with or interrupted.

- I. Licensee shall not install any signs in the Licensed Area other than required safety or warning signs or other signs necessary for the use of the Licensed Area as requested or approved by the City. Licensee bears all costs pertaining to the erection, installation, maintenance and removal of all of its signs.

7. HAZARDOUS WASTE.

The Licensee shall not produce, dispose, transport, treat, use or store any hazardous waste or toxic substance upon or about the Licensed Area in violation of the Arizona Hazardous Waste Management Act, A.R.S. § 49-901 *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. 2601 *et seq.*, or any other federal, state or local law pertaining to hazardous waste or toxic substances. Licensee shall not use the Licensed Area in a manner inconsistent with any regulations, permits or approvals issued by any state agency. City and Licensee acknowledge that Licensee shall be utilizing and maintaining sealed batteries and that Licensee shall use and maintain such batteries pursuant to industry standards and applicable laws. The Licensee shall defend, indemnify and hold the City harmless against any loss or liability incurred by reason of any hazardous waste or toxic substance release on or affecting the Licensed Area to the extent caused by the Licensee, and shall immediately notify the City of any hazardous waste or toxic substance release at any time discovered or existing upon the Licensed Area. Licensee shall promptly and without request provide the City with copies of all written communications between the Licensee and any governmental agency concerning environmental inquiries, reports or problems in the Licensed Area. City shall defend, indemnify and hold Licensee harmless against any loss or liability incurred by reason of any hazardous waste or toxic substance release on or affecting the Licensed Area to the extent caused by City, its employees, agents or representatives.

8. LICENSEE'S IMPROVEMENTS; GENERAL REQUIREMENTS.

- A. The following provisions govern all improvements, repairs, installation and other construction, removal, demolition or similar work of any description by the Licensee related to the Facilities or the Licensed Area (collectively referred to as the "Licensee's Improvements"):
  - i) In no event, including termination of this Agreement for any reason, is the City obligated to compensate the Licensee in any manner for any of Licensee's Improvements or other work provided by the Licensee during or related to this Agreement. The Licensee shall timely pay for all labor, materials and work and all professional and other services related to Licensee's Improvements and defend, indemnify and hold harmless the City against the same;
  - ii) Licensee shall perform all work in a good, workmanlike manner, and shall diligently complete the work in conformance with all building codes

and similar requirements. Licensee's Improvements shall be commensurate with high quality industry standards as approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed;

- iii) Licensee acknowledges that as of the Effective Date of this Agreement, the City has not approved or promised to approve any plans for the Licensee's Improvements, except for those improvements already in place or to the extent expressly stated in this Agreement;
- iv) Licensee shall make no structural or grading alterations, or similar structural modifications or additions or other significant construction work to the Licensed Area without having first received the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Review shall include all improvements, equipment, fixtures, paint and other construction work of any description as described in all plans delivered by the Licensee to the City. All such plans and construction are subject to inspection and final approval by the City as to materials, design, function and appearance;
- v) Licensee shall keep as-built records of the Licensee's Improvements and furnish copies of records to the City, at no cost to the City, upon completion of improvements and any changes to the same. Licensee shall participate as a member of the Blue Stake Center under A.R.S. § 40-360.21 *et seq.*, regarding underground facilities, and submit proof of participation to the Property Manager upon request;
- vi) All changes to utility facilities shall be limited to the Licensed Area and shall be undertaken by the Licensee only with the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed;
- vii) All of the Licensee's Improvements shall, be designed so as to present uniformity of design, function, appearance and quality throughout and consistency with other improvements located in the Licensed Area; and
- viii) Licensee shall properly mark and sign all excavations and maintain barriers and traffic control in accordance with applicable laws, regulations and best management practices.

B. The following procedure governs the Licensee's submission to the City of all plans for the Licensed Area and the Licensee's Improvements, including any proposed changes by the Licensee of previously approved plans:

- i) Licensee shall coordinate with the City as necessary on significant design issues prior to submission of plans;

- ii) Upon execution of this Agreement, the City and the Licensee shall each designate a project manager to coordinate the parties' participation in designing and constructing Licensee's Improvements. Each project manager shall devote time and efforts to the project as may be necessary for timely, good faith and convenient coordination among all persons involved with the project and compliance with this Agreement. The City's Project Manager will not be exclusively assigned to this Agreement or to the Licensee's Improvements;
- iii) No plans are considered finally submitted until the Licensee delivers to the City a formal certification by an engineer licensed in Arizona, acceptable to the Project Manager, to the effect that all of the Licensee's Improvements are properly designed to be safe and functional as designed and as required by this Agreement. The certification shall be accompanied by and refer to any backup information and analysis as the Project Manager may reasonably require;
- iv) No plans are considered approved until stamped "APPROVED" and dated by the City's Project Manager;
- v) Licensee acknowledges that the Project Manager's authority with respect to the Licensed Area is limited to the administration of the requirements of this Agreement. Licensee is responsible to secure all zoning approvals, design revisions or other governmental approvals and to satisfy all governmental requirements pertaining to the project and may not rely on the City or Project Manager to initiate or suggest any particular process or course of action;
- vi) The City's issuance of building permits shall not be considered valid unless the plans have been approved as stated in subsection (iv) above. The City's Project Manager shall be reasonably available to coordinate and assist the Licensee in working through issues that may arise in connection with such plan approvals and requirements;
- vii) The Licensee shall, in the submittal of all plans, allow adequate time for all communications and plan revisions necessary to obtain approvals and shall schedule its performances and revise its plans as necessary to timely obtain all approvals and make payment of all applicable fees;
- viii) Any delay in City's review of or marking Licensee's plans with changes necessary to approve the plans, or approve the revised plans in accordance with the City's normal plan-review procedures, will not be considered approval of the plans but may operate to extend Licensee's construction deadlines. The City agrees to use reasonable efforts to review, mark or approve Licensee's plans in a prompt and timely manner and in conformance with established policies and procedures;

- ix) The Licensee shall provide the City with two (2) complete sets of detailed plans and specifications of the work as completed;
- x) The parties shall use reasonable efforts to resolve any design and construction issues to their mutual satisfaction but, in the event of an impasse for any reason, final decision authority regarding all design and construction issues shall rest with the City in its discretion; and
- xi) Before any construction begins on the Licensed Area, the Licensee shall provide the City with performance bonds, and if considered necessary by the City, payment bonds, in amounts equal to the full amount of the written construction contract pursuant to which such construction is to be done. The payment bond shall be solely for the protection of claimants supplying labor or materials for the required construction work and the performance bond shall be solely for the protection of the City, conditioned upon the faithful performance of the required construction work. Bonds shall be executed by a surety company duly authorized to do business in Arizona, and acceptable to the City and shall be kept in place for the duration of the work.

9. LICENSEE'S INITIAL CONSTRUCTION.

No later than eighteen (18) months after the Effective Date, the Licensee shall install the Facilities in the Licensed Area in accordance with all of the specifications contained in the attached Exhibit A. Equipment already in place from previous authorization will also be reflected in Exhibit A.

10. MAINTENANCE.

- A. The Licensee has, at its own cost, all responsibilities for improvements to and maintenance of the Facilities in the Licensed Area during the term of this Agreement.
- B. Licensee, at its expense, shall use reasonable efforts to minimize the visual and operational impacts of the equipment as required by any City Ordinance, permit, or other permission necessary for the installation or use of the Licensed Area.

11. CO-LOCATION.

- A. Subject to subsection (B) below, the Licensee shall, at all times, use reasonable efforts to cooperate with the City or any third parties with regard to the possible co-location of additional equipment, facilities or structures in and around the Licensed Area ("Co-location"). If a Co-location is feasible, the City may, in its sole discretion, negotiate a Co-location license agreement with any third party on terms as the City considers appropriate, not inconsistent with the rights and obligations of the parties under this Agreement. Licensee's consent

in connection with the final determination of Co-location of a third party is not required, provided that Licensee's operations are not interfered with or interrupted. Any fees or charges paid by an additional Co-locator belong solely to the City.

- B. Prior to permitting the installation of a Co-location by any third party in or around the Licensed Area which may interfere with the Licensee's operations, the City shall give the Licensee forty-five (45) days' notice of the proposed Co-location so that the Licensee can determine if the Co-location will interfere with the Facilities. If the Licensee determines that interference is likely, the Licensee shall, within the notice period, give the City a detailed written explanation of the anticipated interference, including supporting documentation as may be reasonably necessary for the City to evaluate the Licensee's position. The City and the Licensee shall promptly use reasonable efforts to resolve any interference problems before the City permits a Co-location to the third party. If a subsequent licensee is permitted to operate near the Licensed Area, and the subsequent licensee's operations materially interfere with Licensee's Facilities, then the City shall direct the subsequent licensee to remedy the interference within seventy-two (72) hours. If the interference is not resolved within this period, then the City will direct the subsequent licensee to cease its operation until the interference is resolved. These same procedures apply to any interference caused by Licensee with respect to any Co-location existing and as configured prior to the installation of Licensee's Facilities.

## 12. ASSIGNMENT.

- A. Licensee may assign this Agreement, upon thirty (30) days' written notice to the City, to any person or entity controlling, controlled by or under common ownership with the Licensee or Licensee's parent company, or to any person or entity that, acquires the Licensee's business and assumes all obligations of the Licensee under this Agreement. Other assignments require City approval. For assignments requiring City approval, the City may, as a condition of approval, postpone the effective date of the assignment and require that any potential transferee submit reasonable evidence of its financial ability to fully perform under the terms of this Agreement to the City at least thirty (30) days prior to any transfer of the Licensee's interest, in no event will the City unreasonably withhold, condition, or delay its approval to a proposed assignment.
- B. The Licensee may, upon notice to the City, mortgage or grant a security interest in this Agreement and the Facilities, and may assign this Agreement and the Facilities to any mortgagees, deed of trust beneficiaries or holders of security interests, including their successors or assigns ("Mortgagees"), so long as the Mortgagees agree to be bound by the terms of this Agreement. If so, the City shall execute consent to leasehold or other financing as may be reasonably required by Mortgagees. In no event will Licensee grant or attempt to grant a security interest in any of the real property underlying the Licensed Area.

- C. Subject to subsections (A) and (B) above, Licensee shall not sublease any of its interest under this Agreement, nor permit any other person to occupy the Licensed Area.

13. SECURITY DEPOSIT.

- A. Amount of Security Deposit. Within forty five (45) days of the full execution of this Agreement, Licensee agrees to deliver to City a security deposit in the amount of Two Thousand and No/100 Dollars (\$2,000.00). City shall hold the Security Deposit as security for the performance of the Licensee's obligations under this Agreement.
- B. Use of Security Deposit. City may (but is not required to) without prejudice to any other remedy City has, apply all or part of the Security Deposit to:
  - i) Any Rent, including Base Rent, or other sum in default;
  - ii) Any amount that City may spend or become obligated to spend in exercising City's unconditional rights pursuant to Facilities Removal, Restoration or to remove any and all portions of the Facilities that remain on the Licensed Area by the earlier of thirty (30) days following cessation of Licensee's operations at the Licensed Area, or the Expiration Date of this Agreement; and
  - iii) Any expense, loss, or damage that City may suffer because of Licensee's default.
- C. Refund of Security Deposit. Licensee must remove, to City's satisfaction, all elements of the Facilities and all associated improvements of every kind and nature constructed, erected or placed by Licensee on the Licensed Area by the earlier of the thirty (30) days following cessation of Licensee's operations at the Licensed Area, or expiration date of this Agreement in order to secure refund of any portion of its Security Deposit.

14. REGULATORY AGENCIES, SERVICES, FINANCIALS AND BANKRUPTCY.

- A. The Licensee shall upon request provide to the City:
  - i) All non-proprietary and relevant petitions, applications, communications and reports submitted by the Licensee to the Arizona Corporation Commission, inclusive of any requirements under A.R.S. § 40-441 *et seq.*, or other state or federal authority having jurisdiction that directly relates to Licensee's operations in the Licensed Area;
  - ii) Non-proprietary licensing documentation concerning all services of whatever nature being offered or provided by the Licensee over facilities in the Licensed Area. Non-proprietary copies of responses

from regulatory agencies to the Licensee shall be available to the City upon request. To the extent permitted by Arizona's Public Records Law, A.R.S. § 39-121 *et seq.*, the City will treat all documentation and information obtained pursuant to this Section 14 as proprietary and confidential.

- B. The Licensee shall upon request provide the City copies of any petition, application, communications, or other documents related to any filing by the Licensee of bankruptcy, receivership, or trusteeship.

15. DEFAULT; TERMINATION BY CITY.

- A. The City may terminate this Agreement for any of the following reasons upon thirty (30) days' written notice to Licensee:
  - i) Failure of Licensee to perform any obligation under this Agreement, after Licensee fails to cure default within the notice and cure period. However, if cure cannot reasonably be implemented within the notice period, Licensee must commence and diligently pursue to cure within ninety (90) days of the City's notice.
  - ii) The taking of possession for a period of ten (10) days or more of substantially all of Licensee's personal property in the Licensed Area by or pursuant to lawful authority of any legislative act, resolution, rule, order or decree or any act, resolution, rule, order or decree of any court or governmental board, agency, officer, receiver, trustee or liquidator.
  - iii) The filing of any lien against the Licensed Area, or against the City's underlying real property, due to any act or omission of the Licensee that is not discharged or fully bonded within thirty (30) days of receipt of actual notice by the Licensee.
- B. The City may place the Licensee in default of this Agreement by giving the Licensee fifteen (15) days written notice of the Licensee's failure to timely pay the rent required under this Agreement or any other charges required to be paid by the Licensee pursuant to this Agreement. If Licensee does not cure the default within the notice period the City may terminate this Agreement or exercise any other remedy allowed by law or equity.
- C. If the Licensee, through any fault of its own, at any time fails to maintain all insurance coverage required by this Agreement, the City may, upon written notice to the Licensee, immediately terminate this Agreement or secure the required insurance at Licensee's expense.
- D. Failure by a party to take any authorized action upon default by the other party does not constitute a waiver of the default nor of any subsequent default by the other party. City's acceptance of the License Fee or any other fees or

charges for any period after a default by the Licensee is not considered a waiver or estoppel of the City's right to terminate this Agreement for any subsequent failure by the Licensee to comply with its obligations.

- E. Upon the termination of this Agreement for any reason, all rights of the Licensee terminate, including all rights of the Licensee's creditors, trustees and assigns and all others similarly situated as to the Licensed Area.

16. TERMINATION.

A. This Agreement may be terminated for any of the following reasons:

- i) By either party upon issuance by a court of competent jurisdiction of an injunction in any way preventing or restraining the Licensee's use of any portion of the Licensed Area and remaining in force for a period of thirty (30) consecutive days.
- ii) By either party upon the inability of the Licensee to use any substantial portion of the Licensed Area for a period of thirty (30) consecutive days due to the enactment or enforcement of any law or regulation or because of fire, earthquake or similar casualty, or Acts of God or the public enemy.
- iii) By either party upon ninety (90) days' written notice, if the Licensee is unable to obtain or maintain any license, permit or governmental approval necessary for the construction, installation or operation of the Facilities or the Licensee's business.
- iv) Provided Licensee is current in all of its financial obligations to the City, by Licensee, for any reason with sixty (60) days' written notice to the City.

B. In order to exercise the termination provisions above, the party exercising termination must not itself be in default under the terms of this Agreement beyond any applicable grace or cure period and, if not otherwise stated above, provide reasonable written notice to the other party.

17. INDEMNIFICATION.

The Licensee shall defend, indemnify and hold harmless the City and its elected or appointed officials, agents, boards, commissions and employees (hereinafter referred to collectively as the "City" in this Section) from all loss, damages or claims of whatever nature, including attorney's fees, expert witness fees and costs of litigation, that arise out of any act or omission of the Licensee or its agents, employees and invitees (hereinafter referred to collectively as "Licensee" in this Section) in connection with the Licensee's operations in the Licensed Area and that result directly in the injury to or death of any person or the damage to or loss of any property, or that arise out of the failure of Licensee to comply with any provision of this



Agreement. The City shall in all instances, except for loss, damages or claims resulting from the negligence or willful acts of the City, be indemnified by Licensee against all losses, damages or claims. The City shall give the Licensee prompt notice of any claim made or suit instituted that may subject the Licensee to liability under this Section, and Licensee shall have the right to compromise and defend the same to the extent of its own interest. The City shall have the right, but not the duty, to participate in the defense of any claim or litigation with attorneys of the City's selection and at the City's sole cost without relieving the Licensee of any obligations under this Agreement. Licensee's obligations under this Section survive any termination of this Agreement or the Licensee's activities in the Licensed Area.

18. INSURANCE.

A. The Licensee shall procure and at all times maintain the following types and amounts of insurance for its operations in the Licensed Area:

- i) Commercial general liability insurance in the minimum amount of \$2,000,000 combined single limit per occurrence for bodily injury and property damage, \$5,000,000 aggregate.
- ii) Any other insurance, as the City's Project Manager may determine, to be necessary for the Licensee's operations and is commercially reasonable.

B. Insurance shall:

- i) Be from a company rated at least A- by AM Best;
- ii) Name the City as an additional insured on the insurance policy and maintain coverage through the term of the Agreement;
- iii) Include contractual liability coverage, subject to standard policy provisions and exclusions; and
- iv) Be primary and non-contributory with respect to all other available sources, as relates to Licensee's negligence.

C. Licensee shall provide appropriate certificates of insurance to the City for all insurance policies required by this Section. Absence of City request for proof of initial or renewal coverage does not waive any insurance requirements under this paragraph.

19. DAMAGE OR DESTRUCTION / REPLACEMENT POLES.

A. The City has no obligation to reimburse the Licensee for the loss of or damage to fixtures, equipment or other personal property of the Licensee, except for loss or damage caused by the negligence or fault of the City or its officers,

employees or agents. The Licensee may insure such fixtures, equipment or other personal property for its own protection if it so desires.

- B. Replacement Pole. If the City approves a Licensee proposal to install Antennas on a City-owned pole, then in addition to the other requirements of this Agreement the following shall apply:
- i) Licensee shall provide and deliver to the City a replacement pole (excluding mast arm); so that a replacement is immediately available to City in case the original pole is damaged.
  - ii) If the City uses a replacement pole, then Licensee shall provide another replacement pole.
  - iii) All performance under this paragraph shall be at Licensee's expense. City owns the original pole and all replacement poles.
  - iv) Licensee will provide City with a total of five (5) replacement light poles. Annually, the City may reasonably request additional stock directly in proportion to the number of light pole attachments added by Licensee, but in no event greater than 10% of the total number of Licensee-provided light poles then in City's possession.
  - v) This paragraph does not diminish the plans approval or any other requirement of this Agreement.

## 20. SURRENDER OF POSSESSION.

Upon the expiration or termination of this Agreement, the Licensee's right to occupy the Licensed Area and exercise the privileges and rights granted under this Agreement shall cease, and it shall surrender and leave the Licensed Area in good condition, normal wear and tear excepted. Unless otherwise provided, all trade fixtures, equipment, and other personal property installed or placed by the Licensee on the Licensed Area shall remain the property of the Licensee, and the Licensee may, at any time during the term of this Agreement, and for an additional period of ninety (90) days after its expiration, remove the same from the Licensed Area so long as Licensee is not in default of any of its obligations, and repairs at its sole cost, any damage caused by the removal. Any property not removed by the Licensee within the 90-day period becomes a part of the Licensed Area, and ownership vests in the City; or the City may, at the Licensee's expense, have the property removed. Licensee's indemnity under this Agreement applies to any post-termination removal operations.

## 21. NOTICE.

- A. Except as otherwise provided, all notices required or permitted to be given under this Agreement may be mailed by certified mail, return receipt requested, postage prepaid; or sent via national overnight courier to the following addresses:

TO THE CITY: City of Glendale  
5850 West Glendale Avenue  
Glendale, Arizona 85301  
Attention: Project Manager

WITH A COPY TO: City of Glendale  
5850 West Glendale Avenue  
Glendale, Arizona 85301  
Attention: City Attorney

TO THE LICENSEE: Verizon Wireless (VAW) LLC,  
dba Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attn: Network Real Estate

Emergency Contact Phone Numbers:

Licensee NOCC - 800-264-6620

- B. Any notice given by certified mail or overnight courier is considered to be received on the date delivered or refusal to accept. Either party may designate in writing a different address for notice purposes pursuant to this Section.
- C. Under Section 6(E) of this Agreement, all notices of Licensee's intent to enter the Licensed Area shall be provided to the Project Manager, or designee at telephone numbers to be provided to Licensee by separate correspondence upon execution of this Agreement.

22. SEVERABILITY.

If any provision of this Agreement is declared invalid by a court of competent jurisdiction the remaining terms remain effective so long as the elimination of any invalid provision does not materially prejudice either party with regard to its respective rights and obligations. In the event of material prejudice, the adversely affected party may terminate this Agreement.

23. TAXES AND LICENSES.

- A. The Licensee shall pay any leasehold tax, possessory-interest tax, sales tax, personal property tax, transaction privilege tax, use tax or other exaction assessed or assessable as a direct result of its occupancy of the Licensed Area under authority of this Agreement, including any tax assessable on the City. If laws or judicial decisions result in the imposition of a real property tax on the interest of the City as a direct result of Licensee's occupancy of the Licensed Area, the tax shall also be paid by the Licensee on a proportional basis for the period this Agreement is in effect.

- B. The Licensee shall, at its own cost, obtain and maintain in full force and effect during the term of this Agreement all licenses and permits required for all activities authorized by this Agreement.

24. GOVERNING LAW.

This Agreement is governed by the laws of the State of Arizona. If any claim or litigation between the City and the Licensee arises under this Agreement, the successful party is entitled to recover its reasonable attorneys' fees, expert witness fees and other costs incurred in connection with the claim or litigation.

25. RULES AND REGULATIONS.

The Licensee shall at all times comply with all federal, state and local laws, ordinances, rules and regulations which are applicable to its operations and the Licensed Area, including all laws, ordinances, rules and regulations adopted after the Effective Date. The Licensee shall display to the City, upon request, any permits, licenses or other reasonable evidence of compliance with the law.

26. RIGHT OF ENTRY RESERVED.

- A. The City may, at any time, enter upon the Licensed Area for any lawful purpose, so long as the action does not unreasonably interfere with the Licensee's use or occupancy of the Licensed Area. The City shall have access to the Facilities itself only in emergencies.
- B. Without limiting the generality of the foregoing, the City and any furnisher of utilities and other services shall have the right, at their own cost, to maintain existing and future utility, mechanical, electrical and other systems and to enter upon the Licensed Area at any time to make repairs, replacements or alterations that may, in the opinion of the City, be necessary or advisable and from time to time to construct or install over, in or under the Licensed Area systems or parts and in connection with maintenance, use the Licensed Area for access to other parts in and around the Licensed Area. Exercise of rights of access to repair, to make alterations or commence new construction will not unreasonably interfere with the use and occupancy of the Licensed Area by the Licensee.
- C. Exercise of any of the foregoing rights by the City or others pursuant to the City's rights does not constitute an eviction of the Licensee, nor are grounds for any abatement of fees or any claim for damages.

27. RELOCATION.

- A. The City shall not bear any cost of relocation of existing facilities, irrespective of the function served, where the City facilities or other facilities occupying the Licensed Area or right-of-way in close proximity to the Licensed Area, are

already located and the conflict between the Licensee's potential Facilities and existing facilities can only be resolved expeditiously, as determined by the City, by the movement of the existing City or other permitted facilities.

- B. The City shall not bear any cost of relocation of Licensee's Facilities, where in the City's discretion, relocation is reasonable and necessary in connection with City right-of-way repairs, improvements or other capital projects affecting the Licensed Area. City shall provide Licensee no less than one hundred forty-five (145) days advance notice of a requirement to relocate. If the City becomes aware of a potential delay involving the Licensee's relocation, the City shall notify the Licensee within thirty (30) days of becoming aware of the potential delay. The Licensee may object in writing to the determination of relocation to the City's Project Manager within thirty (30) days of receipt of the notice to relocate. The Project Manager shall consider the objection and respond in writing to Licensee within thirty (30) days of receipt of the objection. The Project Manager's determination is final. Notwithstanding the foregoing, if the City issues a permit to a private developer, subsequent to the effective date of this Agreement that requires the relocation, or otherwise disturbs Licensee's Facilities, those costs will be borne by the developer.
- C. If Licensee's relocation effort delays construction of a public project causing the City to be liable for delay or other damages, the Licensee shall reimburse the City for those damages attributable to the delay created by the Licensee. If Licensee disputes the amount of damages attributable to the Licensee, the matter shall be referred to the Dispute Resolution Board as defined below. The Dispute Resolution Board shall consist of one member selected by the City, one member selected by the Licensee, and a third member agreed upon by both parties. The member agreed upon by both parties shall be chairperson of the Dispute Resolution Board. Expenses for the Dispute Resolution Board shall be shared equally by the City and the Licensee. The Board will hear the dispute promptly, and render an opinion as soon as possible, but in no case later than sixty (60) days after notification by the City of Licensee's allocated share of damages suffered by the City. All decisions of the Dispute Resolution Board are non-binding on the City and Licensee; however the findings of the Dispute Resolution Board shall be admissible in any legal action. The City and the Licensee shall accept or reject findings of the Dispute Resolution Board within thirty (30) days after receipt of the findings. If damages are assessed by the Dispute Resolution Board, and accepted by the City and the Licensee, the Licensee shall pay the City within thirty (30) days. If the Licensee fails to pay the damages in full within thirty (30) days the Licensee is responsible for interest on the unpaid balance at the rate of 18% per annum from that date until payment is made in full. Nothing herein prevents a mutual agreement between the City and the Licensee to use alternative dispute resolution for disputes related to other Agreement provisions.

28. CONFLICTS OF INTEREST.

This Agreement may be cancelled for conflicts of interest as described under A.R.S. § 38-511.

29. MISCELLANEOUS.

This Agreement constitutes the entire agreement between the parties concerning the subject matter stated and supersedes all prior negotiations, understandings and agreements between the parties concerning those matters. This Agreement shall be interpreted, applied and enforced according to the fair meaning of its terms and not be construed strictly in favor of or against either party, regardless of which party may have drafted any of its provisions. No provision of this Agreement may be waived or modified except by a writing signed by the party against whom the waiver or modification is sought to be enforced. Electronic signature blocks do not constitute a signature for purposes of this Agreement. This Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument. The terms of this Agreement are binding upon and inure to the benefit of the parties' successors and assigns.

*[Signatures on the following pages.]*

EXECUTED to be effective as of the date shown above.

CITY OF GLENDALE, an Arizona  
municipal corporation

\_\_\_\_\_  
Richard A. Bowers  
Acting City Manager

ATTEST:

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

APPROVED AS TO FORM:

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

Verizon Wireless (VAW) LLC,  
dba Verizon Wireless

By: \_\_\_\_\_  
Clifton Casey  
Its: Executive Director - Network  
Date: 22 Oct - 15

**EXHIBIT A**

*(see attached)*





**AERIAL SITE MAP**

SITE INFO:

**PH\_MARYVALE\_SC**

5310 W. CAMELBACK ROAD  
GLENDALE, AZ 85301

PREPARED FOR:



126 WEST GEMINI DR  
TEMPE, AZ 85283



505 West Knox Road, Suite 210  
Tempe, AZ 85284



**EXISTING VIEW**



**PROPOSED VIEW**

CLIENT

**verizon wireless**  
126 W. GEMINI DR.  
TEMPE, AZ 85283

MITCHELL RYAN ONE

CONSTRUCTION SIGNATURE

RF SIGNATURE

FACILITIES SIGNATURE

REAL ESTATE SIGNATURE

PLANS PREPARED BY



ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE. THIS INFORMATION IS UNCLASSIFIED DATE 08/11/2010 BY 60322 JAL/STP/STP

NO DATE DESCRIPTION

C 0 0 0 0

ARCHITECTS JOB NO. YDC-0485

PROJECT INFORMATION

PHO\_MARYVALE\_SC

8515 N. CAMERON ROAD  
GLENDALE, AZ 85301

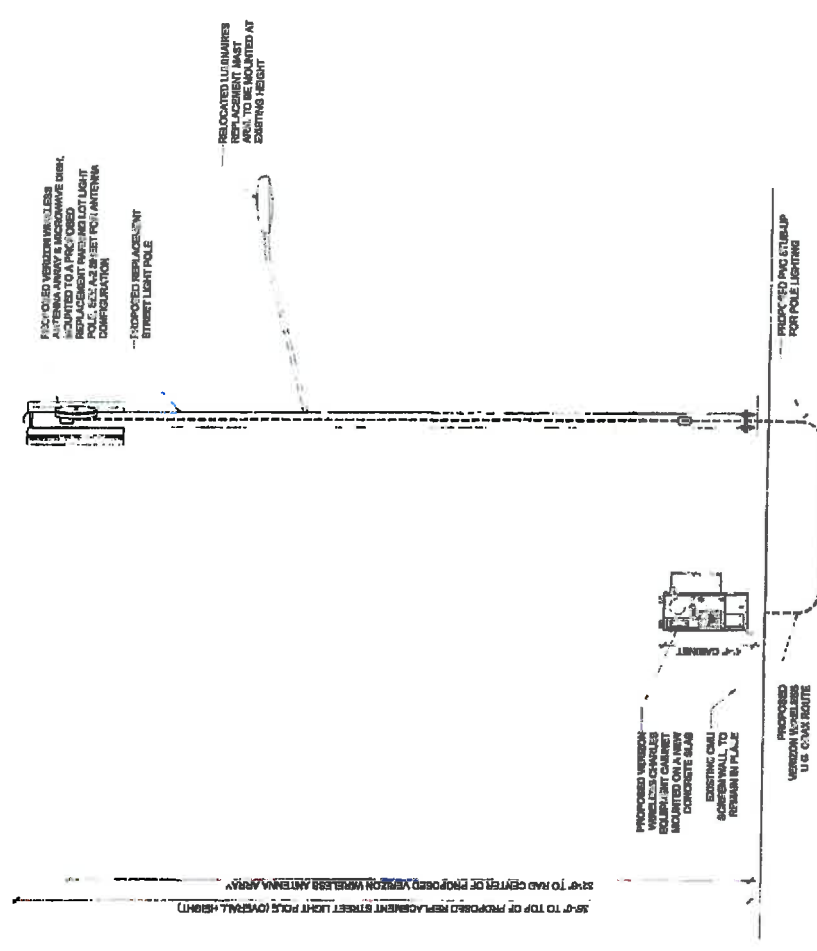
SHEET TITLE

ELEVATIONS




CONSTRUCTION APPROVAL

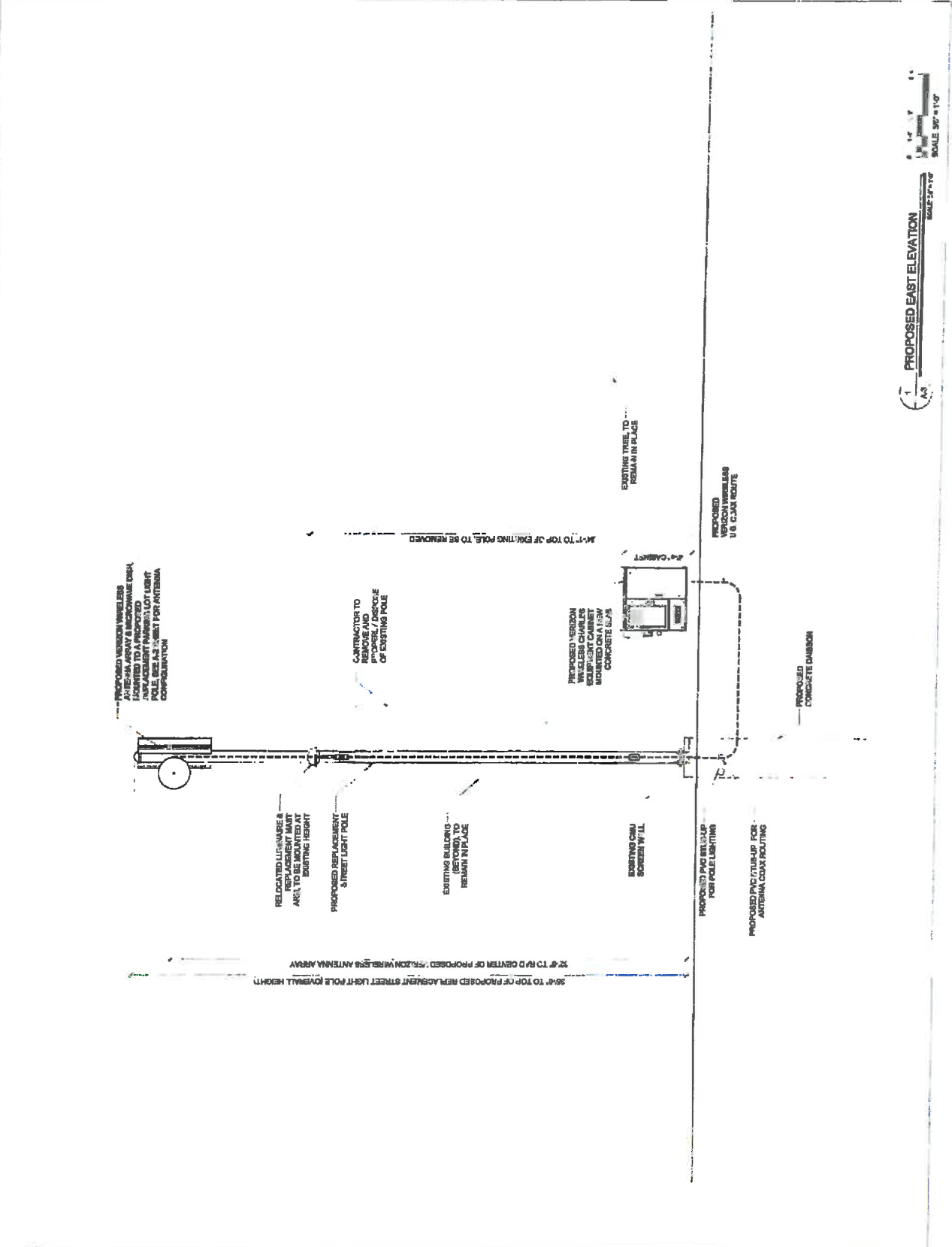
*Redacted*

SHEET NUMBER A-4



PROPOSED SOUTH ELEVATION  
SCALE 3/8" = 1'-0"  
A-4

 <p><b>verizon wireless</b> 128 W. GEMINI DR. TEMPE, AZ 85283</p>		<p>DATE: _____</p>
<p>CONSTRUCTION SCHEDULE</p> <p>BY SIGNATURE: _____</p>		<p>DATE: _____</p>
<p>PAVING SIGNATURE</p> <p>DATE: _____</p>		<p>DATE: _____</p>
<p>REAL ESTATE MEMBERS' PLANS PREPARED BY</p> 		<p>DATE: _____</p>
<p>NO. _____ DATE: _____</p>		<p>DATE: _____</p>
<p>ARCHITECT'S JOB NO. YDC-8488</p>		<p>DATE: _____</p>
<p>PROJECT INFORMATION</p>		<p>DATE: _____</p>
<p>PHO_MARYVALE_SC</p> <p>8710 W CHILDRICK ROAD GLENDALE, AZ 85301</p>		<p>DATE: _____</p>
<p>SHEET TITLE</p>		<p>DATE: _____</p>
<p>ELEVATIONS</p>		<p>DATE: _____</p>
<p>JURISDICTION APPROVAL</p> 		<p>DATE: _____</p>
<p>SHEET NUMBER</p>		<p>DATE: _____</p>



PROPOSED EAST ELEVATION  
 SCALE: 3/8" = 1'-0"

SCALE: 3/8" = 1'-0"

A-3



**STANDARDIZED FEES FOR DISTRIBUTED ANTENNA SYSTEM (SMALL CELL) LICENSE AGREEMENTS**

Category 1-DAS with antenna(s) mounted on an existing vertical element or pole.			
Cubic feet/ground equipment	Antenna base fee	Equipment base fee	Total annual fee
1-50	Included	Included	\$3,368
51-200	\$3,368	\$6,271	\$9,639
201-300	\$3,368	\$9,390	\$12,758
301-400	\$3,368	\$12,493	\$15,861
401 or more	\$3,368	\$15,649	\$19,017
Category 2-DAS with antenna(s) mounted on a new vertical element that is stealth or utilizes alternate concealment when existing vertical elements are not available.			
Cubic feet/ground equipment	Antenna base fee	Equipment base fee	Total annual fee
1-50	Included	Included	\$3,564
51-200	\$3,564	\$6,271	\$9,835
201-300	\$3,564	\$9,390	\$12,954
301-400	\$3,564	\$12,493	\$16,057
401 or more	\$3,564	\$15,649	\$19,213
Category 3-DAS with antenna(s) mounted on a new vertical element that is not stealth or concealed in appearance.			
Cubic feet/ground equipment	Antenna base fee	Equipment base fee	Total annual fee
1-50	Included	Included	\$4,810
51-200	\$4,810	\$6,271	\$11,081
201-300	\$4,810	\$9,390	\$14,200
301-400	\$4,810	\$12,493	\$17,303
401 or more	\$4,810	\$15,649	\$20,459



## Legislation Description

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**File #:** 15-723, **Version:** 1

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**RESOLUTION 5048: AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH ARIZONA DEPARTMENT OF HEALTH SERVICES - MASS SHELTERING TENT SYSTEM (CONTRACT NUMBER AGR2015-049)**

Staff Contact: Terry Garrison, Fire Chief

### **Purpose and Recommended Action**

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to enter into the intergovernmental agreement (IGA) with the Arizona Department of Health Services (ADHS) authorizing the Glendale Metropolitan Medical Response System (MMRS) to continue to store and utilize the Mass Sheltering Tent System, also known as the Base X tent, as needed for large scale events and incidents.

### **Background**

The City of Glendale MMRS is an all-hazards preparedness program that originated in 2002 and is funded through the Department of Homeland Security and managed by the Federal Emergency Management Agency. The MMRS program prepares the City of Glendale for mass casualty incidents, including those caused by Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) incidents, natural and human-caused disease outbreaks, natural disasters and large-scale hazardous material incidents. This agreement will enhance and sustain the regionally integrated, systemic mass casualty incident preparedness program that enables a response during the first crucial hours of an incident.

### **Previous Related Council Action**

In 2014, the Council approved acceptance of a grant that allowed continued funding of the MMRS program. In 2008, the Council approved the IGA with the Arizona Department of Health Services C-6514. In 2002, the Council accepted the initial MMRS grant.

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

The community will benefit through enhanced protection of the public against man-made and/or natural disasters.

### **Budget and Financial Impacts**

The Mass Sheltering Tent System, originally valued at \$400,000, was provided to the City for free. The operating costs associated with using this system are minimal and are associated primarily with the maintenance costs of the trailers and generators. These operating costs are estimated at \$5,000 per year and

will be absorbed by the Fire Department's operating budget.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$5,000</b>	<b>1000-12433-532400, Fire Resource Management</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

RESOLUTION NO. 5048 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF HEALTH SERVICES FOR A GLENDALE FIRE DEPARTMENT MASS SHELTERING SYSTEM.

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 Intergovernmental Agreement No. AGR2015-049 with The Arizona Department of Health Services for a Glendale Fire Department Mass Sheltering System be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute and deliver said agreement on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this            day of            , 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk            (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
Acting City Manager





# INTERGOVERNMENTAL AGREEMENT (IGA)

## Contract No. AGR2015-049

ARIZONA DEPARTMENT OF HEALTH SERVICES

1740 W Adams ST, RM 303  
Phoenix, Arizona 85007

(602) 542-1040  
(602) 542-1741 FAX

Project Title: MASS SHELTERING SYSTEM

Begin Date Upon Signature of Both Parties

Geographic Service Area: Arizona Statewide

Termination Date: : Five (5) Years after Execution

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A R S. §§ 11-951, 11-952, 36-104 and 36-132 The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

- Counties: A R S §§ 11-201, 11-951, 11-952, and 36-182.
- Indian Tribes: A R S §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation
- School Districts: A R S §§ 11-951, 11-952. and 15-342.
- City of Phoenix: Chapter II, §§ 1 & 2, Charter. City of Phoenix
- City of Tempe: Chapter 1. Article 1, §§ 1 01 & 1 03, Charter. City of Tempe
- City of Glendale: City of Glendale: A.R.S. §§ 11-951, 11-952, 36-104, & 36-132.

Amendments signed by each of the parties and attached hereto are hereby adopted by reference, as a part of this Contract, from the effective date of the Amendment as if fully set out herein.

<p>Arizona Transaction (Sales) Privilege: _____</p> <p>Federal Employer Identification No.: _____</p> <p>Tax License No.: _____</p> <p>Contractor Name and Address:  <b>City of Glendale</b>  <b>P.O. Box 1390</b>  <b>Glendale, AZ 86515</b></p>	<p style="text-align: center;"><b>FOR CLARIFICATION, CONTACT:</b></p> <p>Name: _____</p> <p>Phone: _____</p> <p>Fax No: _____</p> <p>Email: _____</p>
<p style="text-align: center;"><b>CONTRACTOR SIGNATURE:</b></p> <p>The Contractor agrees to perform all the services set forth in the Agreement and Work Statement</p> <p>Signature of Person Authorized to Sign _____ Date _____</p> <p>Print Name and Title _____</p>	<p>This Contract shall henceforth be referred to as Contract No. <u>AGR2015-049</u> The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.</p> <p>State of Arizona</p> <p>Signed this _____ day of _____, 20 _____</p> <p>_____  Procurement Officer</p>
<p style="text-align: center;"><b>CONTRACTOR ATTORNEY SIGNATURE:</b></p> <p>Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona</p> <p>Signature of Person Authorized to Sign _____ Date _____</p> <p>Print Name and Title _____</p>	<p style="text-align: center;"><b>CITY CLERK SIGNATURE:</b></p> <p>City of Glendale, Attest:</p> <p>Signature of Person Authorized to Sign _____ Date _____</p> <p>Print Name and Title _____</p>
<p><b>Attorney General Contract, No. P0012014000078</b>, which is an Agreement between public agencies, has been reviewed pursuant to A R S § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.</p> <p><b>The Attorney General, BY:</b></p> <p>Signature _____ Date _____</p> <p>Assistant Attorney General:</p>	

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b> <b>Terms and Conditions</b>
AGR2015-049	

1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:
  - 1.1 "Attachment" means any document attached to the Contract and incorporated into the Contract.
  - 1.2 "ADHS" means Arizona Department of Health Services.
  - 1.3 "Budget Term" means the period of time for which the contract budget has been created and during which funds should be expended.
  - 1.4 "Change Order" means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.
  - 1.5 "Contract" means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.
  - 1.6 "Contract Amendment" means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.
  - 1.7 "Contractor" means any person who has a Contract with the Arizona Department of Health Services.
  - 1.8 "Cost Reimbursement" means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.
  - 1.9 "Days" means calendar days unless otherwise specified.
  - 1.10 "Fixed Price" establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.
  - 1.11 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
  - 1.12 "Materials" unless otherwise stated herein, means all property, including but not limited to equipment, supplies, printing, insurance and leases of property.
  - 1.13 "Procurement Officer" means the person duly authorized by the State to enter into, administer Contracts, and make written determinations with respect to the Contract.
  - 1.14 "Purchase Order" means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.
  - 1.15 "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor.
  - 1.16 "Subcontract" means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.
  - 1.17 "State" means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b> <b>Terms and Conditions</b>
AGR2015-049	

**2. Contract Interpretation.**

- 2.1. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.
- 2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
  - 2.3.1. Terms and Conditions;
  - 2.3.2. Statement or Scope of Work;
  - 2.3.3. Attachments;
  - 2.3.4. Referenced Documents
- 2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract
- 2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract
- 2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document
- 2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it
- 2.8. Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

**3. Contract Administration and Operation.**

- 3.1. Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date
- 3.2. Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five (5) years
- 3.3. New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b> <b>Terms and Conditions</b>
AGR2015-049	

3.4. Non-Discrimination:

Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, political affiliation, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. All persons shall have equal access to employment opportunities and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disability Act. 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, shall take affirmative action to ensure that applicants for employment and employees are protected from discrimination by warranting compliance with this section.

3.5. Records and Audit Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.6. Financial Management For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.

3.6.1. *Federal Funding* Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.

3.6.2. *State Funding* Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03

3.7. Inspection and Testing The Contractor agrees to permit access, at reasonable times, to its facilities.

3.8. Notices Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.

3.9. Advertising and Promotion of Contract The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.

3.10. Property of the State

3.10.1. *Equipment* Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price Contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b>
AGR2015-049	<b>Terms and Conditions</b>

- 3.10.2 *Title and Rights to Materials* As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent, any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.
- 3.10.3 *Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead.* It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.
- 3.10.4. *Title and exclusive copyright* to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b> <b>Terms and Conditions</b>
<b>AGR2015-049</b>	

3.10.5 In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation" does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under Arizona Board of Regents (ABOR) Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material

3.11. E-Verify Requirements In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A R.S. § 23-214, Subsection A.

3.12. Federal Immigration and Nationality Act the Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default and suspension, and/or debarment of the Contractor.

#### 4. Contract Changes

4.1. Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. 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 an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

4.2. Subcontracts. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.

4.3. Assignments and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

#### 5. Risk and Liability

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

5.2. Mutual Indemnification. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily

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injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

5.3. Force Majeure.

5.3.1 *Liability and Definition.* Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.

5.3.2. *Exclusions.* Force Majeure shall not include the following occurrences:

5.3.2.1. Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market,

5.3.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

5.3.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits

5.3.3. *Notice.* If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

5.3.4. *Default.* 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.

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

6. **Description of Materials** The following provisions shall apply to Materials only:

6.1. Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.

6.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:

6.2.1. Of a quality to pass without objection in the Contract description;

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- 6.2.2. Fit for the intended purposes for which the Materials are used;
- 6.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 6.2.4. Adequately contained, packaged and marked as the Contract may require; and
- 6.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
- 6.3. Inspection/Testing Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State
- 6.4. Compliance with Applicable Laws The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements
- 6.5. Survival of Rights and Obligations after Contract Expiration and Termination.
  - 6.5.1. *Contractor's Representations* All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
  - 6.5.2. *Purchase Orders and Change Orders* Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract

**7. State's Contractual Remedies**

- 7.1. Right to Assurance If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the State's option, be the basis for terminating the Contract
- 7.2. Stop Work Order
  - 7.2.1. *Terms* The State may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (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
  - 7.2.2. *Cancellation or Expiration* If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 7.3. Non-Exclusive Remedies The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform



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Commercial Code and Arizona common law

7.4. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

**8. Contract Termination**

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

8.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

8.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor 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.

8.4. Termination Without Cause.

10.4.1 Both the State and the Contractor may terminate this Contract at any time with thirty (30) days notice, in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

10.4.2 If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within five (5) days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.

10.4.3 If the State terminates this Contract pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Principles (GAAP) up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

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- 8.5. Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.
- 8.6. Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials
- 8.7. Continuation of Performance through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.
- 8.8. Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

**9. Arbitration**

Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133

**10. Communication**

- 10.1. Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS
- 10.2. Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State, in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract

**11. Client Grievances**

If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State

**12. Sovereign Immunity**

Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit

**13. Administrative Changes**

The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes

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subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.

**14. Survival of Terms After Termination or Cancellation of Contract**

All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation

**15. Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

15.1. The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Department of Administration-Arizona Strategic Enterprise Technology (ADOA-ASET) Office, the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

15.2. If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator.

**16. Comments Welcome**

The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 1740 West Adams, Suite 303, Phoenix, Arizona, 85007.

**17. Data Universal Numbering System (DUNS) Requirement**

For federal funding, pursuant to 2 CFR 25 100 et seq , no entity (defined as a Governmental organization, which is a State, local government, or Indian tribe, foreign public entity; domestic or foreign nonprofit organization; domestic or foreign for-profit organization; or Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity) may receive a subaward from ADHS unless the entity provides its Data Universal Numbering System (DUNS) Number to ADHS

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b> <b>Scope of Work</b>
ADHS15- 094982	

**1. Scope of Work**

**1.1. Purpose:**

The purpose of this Agreement is to continue the understanding and cooperation between parties for the assignment and use of the MSS. ADHS and GFD understand that this MSS will be used to support mass sheltering coverage in case of an emergency or disaster and as called upon by mutual aid agreements, in support of COUNTY, REGION or STATE response to an emergency drill, exercise or actual incident. Continuing assignment of the MSS from ADHS to GFD, the GFD is required to provide the appropriate safety, maintenance, storage, staffing and training, necessary to sustain the tent as described in the ADHS requirements noted in this document. Matters relating to life-threatening situations will have priority in the use of the MSS.

**1.2. ADHS Requirements:**

**1.2.1. Safety:**

The GFD shall be responsible for the upkeep and safety of the tent for use by authorized personnel. GFD is responsible for keeping the MSS in optimum working order, and protecting the safety of others during its deployment;

**1.2.2. Storage:**

The GFD shall be responsible for the appropriate storage of the MSS. A secure location is necessary for deterring vandalism or theft, and a location that shields from the elements is recommended. It is necessary to have 24-hour access to the storage location so that deployment is not delayed;

**1.2.3. Staffing:**

The GFD shall establish a list consisting of trained emergency responders to staff the MSS for exercises and proficiency training. GFD shall submit to ADHS a list of authorized personnel for their files. ADHS will work with ADEM to coordinate staffing requirements needed to deploy and setup the MSS during disasters or public health emergencies;

**1.2.4. Training:**

The GFD is responsible for obtaining appropriate training to be familiar with the MSS operations. GFD shall be responsible to train their personnel accordingly. Due to the complex nature of the MSS, and to maintain proficiency, regular "refresher" training sessions may be necessary. ADHS will provide assistance as needed for training;

**1.2.5. Participation:**

The GFD shall participate fully in statewide emergency exercises (drills) and actual emergencies according to the terms of the Arizona Mutual Aid Compact (AZMAC). The MSS is to be used to its full capability to facilitate emergency operations. The MSS is a 'State' asset, and under the AZMAC could be called upon by other participating agencies to help resolve mass medical sheltering needs in an emergency. Arizona Division of Emergency Management would be responsible for coordinating transportation and staffing as needed; and

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1.2.6 **Modifications**

All modifications or additions to the MSS or any equipment must be approved by ADHS. This includes but is not limited to the MSS, trailer, generator, power supplies, cabling, and interior. No equipment is to be removed and used elsewhere without authorization from ADHS.

1.3 **Supervision and Control**

Management of an incident shall remain consistent with National Incident Management System ("NIMS") guidelines. Management of the MSS, related equipment and assigned personnel will be in accordance with existing mutual aid agreements and established protocols.

**2. Notices, Correspondence and Reports**

2.1. Notices, correspondence and reports from the Contractor to ADHS shall be sent to:

Name: Stacey Cain  
 Title: Section Chief - Planning  
 Co: AZ Department of Health Services  
 Address: 150 N 18<sup>th</sup> AVE., Suite 150, Phoenix, AZ 85007  
 Phone: 602-513-0152  
 Email: [Stacey.Cain@azdhs.gov](mailto:Stacey.Cain@azdhs.gov)

2.2. Notices, correspondence, and reports from ADHS to the Contractor shall be sent to:

Title: Special Operations/Emergency MGMT/ MMRS Division Chief  
 Co: Glendale Regional Public Safety Training Center (GRPSTC)  
 Address: 11550 W Glendale AVE  
 Glendale, AZ 85307

And

Title: Fire Chief  
 Co: City of Glendale  
 Address: 6829 North 58<sup>th</sup> Drive  
 Glendale, AZ 85301

And

Title: City Attorney  
 Co: City of Glendale  
 Address: 5850 West Glendale Avenue  
 Glendale, AZ 85301



## Legislation Description

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**File #:** 15-724, **Version:** 1

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**RESOLUTION 5049: AUTHORIZATION TO ACCEPT THE 2015 GRANT FUNDS FROM THE ARIZONA DEPARTMENT OF HOMELAND SECURITY - GLENDALE FIRE DEPARTMENT RRT SUSTAINMENT GRANT #150807-03**

Staff Contact: Terry Garrison, Fire Chief

### **Purpose and Recommended Action**

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to accept the Federal Fiscal Year (FFY) 2015 grant funds from the Arizona Department of Homeland Security (AZDOHS) and enter into grant agreement number 150807-03.

### **Background**

Since 1999, the City of Glendale has been able to leverage city funds with grant funds to enhance first responder preparedness. Grant funds have been used to purchase safety equipment to protect first responders, specialized equipment for technical operations, equipment to enhance communication efforts, as well as to develop preparedness training and enhance prevention and intervention programs. The grant funds will be used for the Glendale Fire Department Rapid Response Team (RRT) program.

The mission of the RRT is to respond to suspected terrorist incidents and Chemical, Biological, Radiological, Nuclear and Explosives (CBRNE) incidents utilizing fire, police and emergency operations personnel specially trained and equipped to mitigate, render safe and stop criminal acts as quickly as possible and to prevent or minimize loss of life or serious physical injury to the public.

### **Analysis**

The Glendale Fire Department will be receiving \$100,000 in grant funds to assist the RRT program. The funds will be used to purchase equipment and training for the operational sustainment of the RRT program. The grant performance period is October 1, 2015, through September 30, 2016. If all documentation is not signed and received by AZDOHS on or before January 31, 2016, this award is rescinded and the funds will be reallocated.

### **Previous Related Council Action**

Council has accepted grants annually from the AZDOHS since 2003.

### **Budget and Financial Impacts**

There is no financial match required for this award. A specific project account will be established in Fund 1840, the city's grant fund, once the agreement is fully executed.

RESOLUTION NO. 5049 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE OF THE FFY 2015 HOMELAND SECURITY GRANT PROGRAM AWARD (AGREEMENT NO. 150807-03) FROM THE STATE OF ARIZONA, DEPARTMENT OF HOMELAND SECURITY, TO ASSIST WITH THE GLENDALE FIRE DEPARTMENT RRT PROJECT IN THE APPROXIMATE AMOUNT OF \$100,000 ON BEHALF OF THE GLENDALE FIRE DEPARTMENT.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Council of the City of Glendale hereby accepts the FFY 2015 Homeland Security Grant Program Award (Agreement No. 150807-03) from the State of Arizona, Department of Homeland Security, for the Glendale Fire Department RRT Project in the approximate amount of \$100,000 on behalf of the Glendale Fire Department.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute any and all documents necessary for the acceptance of said grant on behalf of the City of Glendale. The grant agreement and any other documents necessary for the acceptance of the grant are on file in the office of the City Clerk of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this            day of            , 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk            (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
Acting City Manager



# State of Arizona Department of Homeland Security



Governor Douglas A. Ducey

Director Gilbert M. Orrantia

September 11, 2015

Chief Chris DeChant  
Glendale Fire Department  
6829 N. 58th Drive  
Glendale, AZ 85301-3239

Subject: FFY 2015 Homeland Security Grant Program Award  
Subrecipient Agreement Number: **150807-03**  
Project Title: **Glendale Fire Department RRT**

Dear Chief Chris DeChant:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**Glendale Fire Department RRT**" has been fully funded under the URBAN AREA SECURITY INITIATIVE for **\$100,000**. The grant performance period is **October 1, 2015 through September 30, 2016**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

1. Project Administration Page (enclosed).
2. Environmental and Historic Preservation (EHP) required documentation, if applicable (see enclosed EHP Designation Letter).
3. Two Subrecipient Agreements - go to [www.azdohs.gov](http://www.azdohs.gov) under Grants and download two original Subrecipient Agreements.
4. NIMS Compliance Certification - go to [www.azdohs.gov](http://www.azdohs.gov) under Grants and download one original certification.

Hard copies of the Subrecipient Agreement and NIMS Compliance Certification will **not** be mailed to you. These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2 (if applicable), 3 and 4 above is not signed and received by AZDOHS on or before January 31, 2016, this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- Reimbursements are limited to approved quantities and funding thresholds.
- If your project requires an Environmental and Historic Preservation (EHP) review; this must be completed, submitted and **approved** by FEMA/AZDOHS prior to any expenditure of funds.
- All radio equipment purchased with Homeland Security funds should be P25 capable, comply with SAFECOM Guidance, and the Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC), and be programmed in accordance with the Arizona State Interoperable Priority Programming Guide.
- Subrecipients are subject to the AZDOHS Site Monitoring Program.
- Quarterly programmatic reports must be submitted on the most recent form/template available on the AZDOHS website.
- Consultants/Trainers/Training Providers costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 2 CFR 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS.



- Terrorism Liaison Officer (TLO) Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) Response Vehicles purchased with Department of Homeland Security Grant Program funding must be assigned to and used by certified TLOs working with the Arizona Counter Terrorism Information Center (ACTIC).
  - Persons receiving TLO vehicles shall be available to respond to incidents and events on a "call out" basis and shall be available for regional and statewide deployment for TLO operations and training.
  - TLO equipment and/or services purchased or maintained with Department of Homeland Security Grant Program funding will be assigned to and used by certified TLOs working with the ACTIC TLO Program. This equipment may include: radios, computers, cell phones, cellular and satellite service fees, open source data services, cameras, GPS devices and any other equipment needed to complete the TLO mission.
- All reimbursements for personnel costs must be in compliance with AZDOHS Time and Effort Reporting requirements available on the AZDOHS website.
- Subrecipients are either required to submit an electronic copy of their annual A133 Audit or a statement stating that they were not required to complete an audit to AZDOHS each year to [audits@azdohs.gov](mailto:audits@azdohs.gov). The AZDOHS reserves the right to withhold reimbursement payments or future subrecipient agreements until the A133 Audit or statement has been received and, if applicable, an approved action plan for compliance has been completed.
- The FFY 2015 federal award date as indicated in the U.S. DHS award package is 8/10/2015 with a total amount of funding of \$21,768,000. The Federal Award Identification Number is EMW-2015-SS-00084-S01.
- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,



Gilbert M. Orrantia  
Director

Cc: BC Chris Gustafson

Attachments: Project Administration Page, Application Summary Page, Budget Narrative page(s), EHP Designation Letter

This form is to be signed and returned.

Grant #: **150807-03**      Subrecipient: **Glendale Fire Department**

Project Title: **Glendale Fire Department RRT**  
Grant Program: **URBAN AREA SECURITY INITIATIVE**

1. Unit of Government: **Glendale Fire Department**  
Point of Contact: **BC Chris Gustafson**

Subrecipient Address:  
Street: **6829 N. 58th Drive**

City/State/Zip: **Glendale, AZ 85301-3239**

Head of Agency: **Chief Chris DeChant**  
Authorized individual has delegated authority to make application on behalf of the agency.  
Phone#: **623-930-4401**

E-mail Address: **CDeChant@Glendaleaz.com**

2. Organization Type: **Local Government / Municipality**

3. Region or Entity: **Phoenix UASI**

4. Initiative Title: **Strengthen CBRNE Detection, Response & Decontamination Capabilities-**

5. Total Dollar Amount Requested: **\$100,000**      Total Dollar Amount Awarded: **\$100,000**

**APPROVAL PROCESS**

The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines and the Subrecipient Agreement. The signatures indicate the subrecipient agrees to the additional grant requirements outlined in the award letter. The signatures confirm the acceptance that the funding amounts and quantities are limited to the amounts and quantities approved and awarded on the Application Summary and Budget Narrative page(s) (Equipment, Training, Exercise, Planning, Organization, M&A, if applicable) as provided in the award letter attachments.

Subrecipient Project Point of Contact

BC Chris Gustafson  
Print Name

 9/23/15  
Signature                      Date

AZDOHS Staff

\_\_\_\_\_  
Print Name                      Signature                      Date

This form is to be signed and returned.



**STATE OF ARIZONA**  
**Department of Homeland Security**  
**2015 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL**

Glendale Fire Department

150807-03

***Training - Budget Detail Worksheet***

FEMA Approved Training Class and Course Number and Title and/or Training Event:

AZ-001-RESP Hazardous Material Response: Technician or AZ-004-RESP Technical Rescue Training

Enter a Brief Course Description. MUST include: 1) Proposed Location, 2) Training Provider, 3) Provider Address, 4) Provider Point of Contact, Number and Web Locations to be in AZ, sponsored by a Phoenix Regional Program partner. Training will be conducted primarily at the Phoenix Fire Department Special Operations facility, 2430 S. 22nd Avenue, Phoenix, AZ 85009, and at various areas in the region to allow specialized training as needed. POC Division Chief Scott Grane, (602) 256-3435. We estimate sending 10 personnel to this training.

How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?

The mission of RRT is to respond to terrorist/CBRNE incidents utilizing fire personnel that are specially trained and equipped to mitigate, render safe and stop criminal acts, as quickly as possible; and, to prevent or minimize loss of life or serious injury to the public.

How does the requested training build additional capabilities that support the UASI or SHSGP Strategy?

Mass Search and Rescue Operations, Training, 1. Rescue operations, 2. Search operations, 3. Specialized operations. Continued training for new and existing personnel and allows us to add additional personnel to the team in order to meet staffing requirements for teh Regional RRT.

Mission Area: Respond

Training Level: Performance

If requesting supplies, you must provide a list of all consummable supplies requested.

# of Deliverables	Backfill Overtime		Workshops / Conf		Contrirs / Consults		Supplies		Travel		Other		Total	
	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded
3	\$16,500	\$16,500.00	\$3,500	\$3,500.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00
<i>Subtotals:</i>	\$49,500	\$49,500.00	\$10,500	\$10,500.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$60,000	\$60,000.00



# STATE OF ARIZONA

## Department of Homeland Security

### 2015 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL

Glendale Fire Department

150807-03

## *Training - Budget Detail Worksheet*

FEMA Approved Training Class and Course Number and Title and/or Training Event:  
2016 National Homeland Security Conference

Enter a Brief Course Description. MUST include: 1) Proposed Location, 2) Training Provider, 3) Provider Address, 4) Provider Point of Contact, Number and Web  
2016 National Urban Area Security Initiative conference, Tampa, FL, 2 participants

How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?  
The conference allows management personnel to connect with like-minded agencies to form interagency relationships and to update personnel on the most up-to-date techniques and equipment.

How does the requested training build additional capabilities that support the UASI or SHSGP Strategy?

Mass Search and Rescue Operations, Training, 1. Rescue operations, 2. Search operations, 3. Specialized operations. In order to stay current with trends and best practices within the Federal Grant Process, as well as terrorist/CBRNE, hazardous material and technical rescue techniques attendance at the conferences covering these areas is crucial. This conference will provide the needs listed above through interaction with subject matter experts within the Western U.S., as well as nationally.

Mission Area: Prevent

Training Level: Management

If requesting supplies, you must provide a list of all consummable supplies requested.

# of Deliverables	Backfill Overtime		Workshops / Conf		Contrtrs / Consults		Supplies		Travel		Other		Total
	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded	
<b>2</b>	\$0	\$0.00	\$500	\$500.00	\$0	\$0.00	\$0	\$0.00	\$1,500	\$1,500.00	\$0	\$0.00	
<i>Subtotals:</i>	\$0	\$0.00	\$1,000	\$1,000.00	\$0	\$0.00	\$0	\$0.00	\$3,000	\$3,000.00	\$0	\$0.00	\$4,000.00
<b>Training Totals:</b>	<b>\$49,500</b>	<b>\$49,500.00</b>	<b>\$11,500</b>	<b>\$11,500.00</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$3,000</b>	<b>\$3,000.00</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$64,000.00</b>



**STATE OF ARIZONA**  
**Department of Homeland Security**  
**2015 STATE HOMELAND SECURITY GRANT PROGRAM**  
**PROJECT DETAIL**

Glendale Fire Department

150807-03

*Equipment - Budget Narrative*

**Budget Description:** List each item from your budget worksheet pages in the same order in which they are listed on the proceeding page. For Equipment, each Allowable Equipment Category (PPE, Interoperable Communications, Detection, etc.) must be listed. Under the federal guidelines "Equipment" has been defined as any single item that has a value of more than 5,000 and a life expectancy greater than a year. However, for this budget narrative please be sure to include any and all items that can be found on the AEL. Please be sure to provide a brief description of each item and how each item will be utilized. Equipment cost estimates must be listed. For each item of equipment, list the Authorized Equipment List (AEL) Item Number. The most current AEL can be found on line at the Responder Knowledge Base at the following website: [www.rkb.us](http://www.rkb.us). If "Other Authorized Equipment" was annotated, specify the equipment here. All equipment associated with this grant must be listed on this page only. If you have any questions or concerns regarding the AEL, please feel free to contact Michael Stidham at [mstidham@azdohs.gov](mailto:mstidham@azdohs.gov).

**Brief Description and Utilization:** The following items will continue the enhancement of Glendale's RRT (hazardous materials and technical rescue) capabilities. The capabilities are in line with National standards and will allow for a coordinated response to both man-made and natural disasters within the Region and as part of the State Response Plan. This project increases Regional response capabilities, not just in Glendale, but for other RRT's and jurisdictions as well. The purchase of the raker system and the MPD's will allow us to remain completely interoperable with other RRT units in the region. The remainder of the equipment will allow us to outfit additional personnel for the teams. The communication equipment will replace outdated Level "A" hazardous material entry communications that prohibited us from talking with other teams on scene and decreased entry team personnel's safety in an already hazardous environment.

AEL #	Item Description	Quantity	Cost	Total Cost	AZDOHS Approved	Approved Quantity	Approved Cost
01SW-04-SPFD	PERSONAL LOCATOR LIGHT	15	\$15.00	\$225.00	Jake Kelly	15	\$225.00
01ZA-06-HYDR	3 LITER HYDRATION PACK RESEVOIR	10	\$35.00	\$350.00	Jake Kelly	10	\$350.00
03OE-02-BNOC	BINOCULARS	2	\$75.00	\$150.00	Jake Kelly	2	\$150.00
03OE-02-LASR	RANGE FINDER, LASER	2	\$55.00	\$110.00	Jake Kelly	2	\$110.00
03OE-05-ROPH	AZTEK EDGE KIT	3	\$100.00	\$300.00	Jake Kelly	3	\$300.00
03OE-05-ROPH	CARABINER, "G" RATED	38	\$40.00	\$1,520.00	Jake Kelly	38	\$1,520.00
03OE-05-ROPH	PULLEY, "G" RATED, PMP SWIVEL	15	\$130.00	\$1,950.00	Jake Kelly	15	\$1,950.00
03OE-05-ROPH	PULLEY, "G" RATED, DOUBLE SWIVEL	6	\$140.00	\$840.00	Jake Kelly	6	\$840.00
03OE-05-ROPH	MPD, 13mm, "G" RATED, PULLEY/BELAY	1	\$700.00	\$700.00	Jake Kelly	1	\$700.00
03OE-05-ROPS	PRUSIK, 8mm, 18" SHORT LOOP	12	\$15.00	\$180.00	Jake Kelly	12	\$180.00
03OE-05-ROPS	PRUSIK, 8mm, 25" LONG LOOP	12	\$15.00	\$180.00	Jake Kelly	12	\$180.00
03OE-05-ROPS	SEARCH AND RESCUE PAK	2	\$240.00	\$480.00	Jake Kelly	2	\$480.00
03SR-01-SHOR	FLYING RAKER EXPANSION KIT	1	\$13,600.00	\$13,600.00	Jake Kelly	1	\$13,600.00
03WA-01-ALRT	PLASTIC, PEALESS WATER RESCUE WHISTLE	8	\$5.00	\$40.00	Jake Kelly	8	\$40.00
03WA-01-DNIF	NRS WATER KNIFE	3	\$50.00	\$150.00	Jake Kelly	3	\$150.00
06CP-01-PORT	RADIO, PORTABLE	2	\$7,100.00	\$14,200.00	Jake Kelly	2	\$14,200.00
08D2-01-LITR	STAINLESS STEEL LITTER, SPLIT-APART	1	\$1,025.00	\$1,025.00	Jake Kelly	1	\$1,025.00

**Totals For Glendale Fire Department Contract Number 150807-03**    *Requested*    **\$36,000.00**    *Approved*    **\$36,000.00**



**STATE OF ARIZONA**  
Department of Homeland Security  
**2015 STATE HOMELAND SECURITY GRANT PROGRAM**  
**PROJECT DETAIL**

Glendale Fire Department

150807-03

***Application Summary***

***Award Funded As Follows:***

	<i>Requested Amounts</i>	<i>Recommended Amounts</i>	<i>Awarded Amounts</i>
<i>Equipment</i>	\$36,000.00	\$36,000.00	\$36,000.00
<i>Training</i>	\$64,000.00	\$64,000.00	\$64,000.00
<i>Exercise</i>	\$0.00	\$0.00	\$0.00
<i>Planning</i>	\$0.00	\$0.00	\$0.00
<i>M &amp; A</i>	\$0.00	\$0.00	\$0.00
<i>Organization</i>	\$0.00	\$0.00	\$0.00
<i>Award Totals</i>	\$100,000.00	\$100,000.00	\$100,000.00



Governor Douglas A. Ducey

# State of Arizona Department of Homeland Security



Director Gilbert M. Orrantia

FFY 2015

Dear Stakeholder:

The project that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded.

Please be advised, all projects require an Environmental and Historic Preservation review. Your project has been reviewed and it has been determined to have no potential impact to environmental or historic concerns. No further EHP review is required unless you modify the project and it is approved by AZDOHS. If you need further clarification please contact Michael Stidham at (602) 542-7041 or [mstidham@azdohs.gov](mailto:mstidham@azdohs.gov) with AZDOHS for further information regarding the EHP specific requirements for your award.

As stated in the subrecipient agreement:

The subrecipient shall comply with Federal EHP regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. DHS/FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance, and FP 108.24.4, Environmental Planning and Historical Preservation Policy.

# SUBRECIPIENT AGREEMENT

**15-AZDOHS-HSGP- 150807-03**

Enter Subrecipient Agreement Number Above (e.g., 150xxx-xx)

**Between**

**The Arizona Department of Homeland Security  
And  
City of Glendale**

Enter the Name of the Subrecipient Agency Above

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the

**City of Glendale**

Enter the Name of the Subrecipient Agency Above

(subrecipient) for services under the terms of this Subrecipient Agreement.

**I. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to specify the responsibilities and procedures for the subrecipient's role in administering homeland security grant funds.

**II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS**

This Agreement shall become effective on **October 1, 2015** and shall terminate on **September 30, 2016**. The obligations of the subrecipient as described herein will survive termination of this agreement.

**III. DESCRIPTION OF SERVICES**

The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled

“ Glendale Fire Department RRT ”  
Enter Title of Application Above

and funded at \$ 100,000 (as may have been modified by the award letter).  
Enter Funded Amount Above

**IV. MANNER OF FINANCING**

The AZDOHS shall under the U.S. Department of Homeland Security grant #EMW-2015-SS-00084-S01 and CFDA #97.067:

- a) Provide up to \$ 100,000 to the subrecipient for services provided under Paragraph III. Enter Funded Amount Above
- b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at [www.azdohs.gov](http://www.azdohs.gov). Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.



**V. FISCAL RESPONSIBILITY**

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application. Any modification to quantity or scope of work must be preapproved in writing by the AZDOHS. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

**VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING**

The subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the subrecipient expends more than \$750,000 from Federal awards. If the subrecipient has expended more than \$750,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year and subsequent years within the period of performance is due annually to AZDOHS within nine (9) months of the subrecipient's fiscal year end.
- b) Subrecipients will be monitored periodically by the AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

**VII. APPLICABLE FEDERAL REGULATIONS**

The subrecipient must comply with the Notice of Funding Opportunity (NOFO) Office of Management and Budget Code of Federal Regulations (CFR) 2 CFR 200: Uniform Guidance. The NOFO for this program is hereby incorporated into your award agreement by reference. By accepting this award, the subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO.

Where applicable and with prior written approval from AZDOHS/DHS/FEMA, HSGP Program recipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website <http://www.dol.gov/compliance/laws/comp-dbra.htm>.

Included within the above mentioned guidance documents are provisions for the following:

### **National Incident Management System (NIMS)**

The subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable Notice of Funding Opportunity (NOFO).

### **Environmental Planning and Historic Preservation**

The subrecipient shall comply with Federal EHP regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. DHS/FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance, and FP 108.24.4, Environmental Planning and Historical Preservation Policy.

### **Consultants/Trainers/Training Providers**

Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 2 CFR 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, and per diem not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

### **Contractors/Subcontractors**

The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in 2 CFR 200 and the NOFO. The subrecipient agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which, in the opinion of the subrecipient, may result in litigation related in any way to the Agreement with the AZDOHS.

### **Personnel and Travel Costs**

All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the subrecipient's policies and procedures; and the State of Arizona Accounting Manual (SAAM); must be applied uniformly to both federally financed and other activities of the agency; and will be reimbursed at the most restrictive allowability and rate. At no time will the subrecipient's

reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <https://gao.az.gov>.

### **Procurement**

The subrecipient shall comply with all internal agency procurement rules/policies and must also comply with Federal procurement rules/policies as outlined in section VII and all procurement must comply with Arizona State procurement code and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: [www.azdohs.gov/grants/](http://www.azdohs.gov/grants/).

### **Training and Exercise**

The subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable NOFO. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) guidance for exercise design, development, conduct, evaluation and reporting. Subrecipient agrees to:

- a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all exercise reimbursement requests.
- b) Within 90 days of completion of an exercise, or as prescribed by the most current HSEEP guidance, the exercise host subrecipient is required to email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Division of Emergency Management (ADEM) Exercise Branch.

### **Nonsupplanting Agreement**

The subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.

### **E-Verify**

Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

- a) The subrecipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).
- b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

## **Property Control**

Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used for authorized purposes as described in the NOFO, grant application, and Code of Federal Regulations 2 CFR 200. The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment as outlined in 2 CFR 200.313 - Equipment. Any loss, damage, or theft shall be investigated and reported to the AZDOHS.
- b) Nonexpendable Property and Capital Assets:
  1. Nonexpendable Property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.
  2. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. A Property Control Form can be located at [www.azdohs.gov/Grants/](http://www.azdohs.gov/Grants/). The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- d) A physical inventory of Nonexpendable Property and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
  1. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.
  2. Adequate maintenance procedures must be developed to keep the property in good condition.
- e) When Nonexpendable Property and/or Capital Assets are no longer in operational use by the subrecipient, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200. If the subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the subgrantee must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at [www.azdohs.gov/Grants/](http://www.azdohs.gov/Grants/).

## **Allowable Costs**

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulations, authorized equipment lists, and guidance documents referenced above.

- a) The subrecipient agrees that grant funds for any indirect costs that may be incurred are in accordance with 2 CFR 200 and the NOFO.
- b) The subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

#### **VIII. DEBARMENT CERTIFICATION**

The subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions." All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud, and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the Federal government.

#### **IX. FUNDS MANAGEMENT**

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits. The subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

#### **X. REPORTING REQUIREMENTS**

Regular reports by the subrecipient shall include:

##### a) Programmatic Reports

The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The subrecipient shall use the Quarterly Programmatic Report form, which is posted at [www.azdohs.gov/Grants/](http://www.azdohs.gov/Grants/). If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed.

##### b) Quarterly Programmatic Reports are due:

**January 15** (for the period from October 1– December 31)

**April 15** (for the period from January 1 – March 31)

**July 15** (for the period from April 1 – June 30)

**October 15** (for the period from July 1 – September 30)

##### c) Final Quarterly Report:

The final quarterly report is due no more than fifteen (15) days after the end of the performance period. Subrecipients may submit a final quarterly report prior to the end of the

performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

d) Property Control Form – if applicable:

The subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.

a. In case of equipment disposition:

The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200.313.

e) Financial Reimbursements

**The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement.** Reimbursement requests are only required when expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) calendar days** after the end of the Agreement. Requests for reimbursement received later than forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL.

The AZDOHS requires that all requests for reimbursement are submitted via U.S. mail (United States Postal Service), FedEx, UPS, etc. or in person. Reimbursement requests submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation it feels necessary in order to process reimbursements.

All reports shall be submitted to the contact person as described in Paragraph XL, NOTICES, of this Agreement.

**XI. ASSIGNMENT AND DELEGATION**

The subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

**XII. AMENDMENTS**

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS. The AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

### **XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES**

#### **Article A – Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

#### **Article B - Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 CFR § 200.313.

#### **Article C - DHS Specific Acknowledgements and Assurances**

All recipients of financial assistance must acknowledge and agree—and require any subrecipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.
2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

#### **Article D - Use of DHS Seal, Logo and Flags**

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

### **Article E - USA Patriot Act of 2001**

All recipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

### **Article F - Trafficking Victims Protection Act of 2000**

All recipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007.

In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient —

1. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procures a commercial sex act during the period of time that the award is in effect; or
3. Uses forced labor in the performance of the award or subawards under the award.

Full text of the award term is provided at 2 CFR § 175.15.

### **Article G - Non-supplanting Requirement**

All recipients must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

### **Article H - Lobbying Prohibitions**

All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

### **Article I - Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

### **Article J - Fly America Act of 1974**

All recipients must comply with Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative



guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

#### **Article K - Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

#### **Article L - False Claims Act and Program Fraud Civil Remedies**

All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

#### **Article M - Duplication of Benefits**

State, Local and Tribal recipients must comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

#### **Article N - Drug-Free Workplace Regulations**

All recipients must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

#### **Article O - Copyright**

All recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

#### **Article P - Best Practices for Collection and Use of Personally Identifiable Information (PII)**

All award recipients who collect PII are required to have a publicly-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments guidance and template located at:[http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_guidance\\_june2010.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf) and [http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_template.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf), respectively.

#### **Article Q - Activities Conducted Abroad**

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

#### **Article R - Acknowledgement of Federal Funding from DHS**

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

#### **Article S - Assurances, Administrative Requirements and Cost Principles**

Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this document may not be

applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions. The administrative and audit requirements and cost principles that apply to DHS award recipients originate from 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, as adopted by DHS at 2 CFR Part 3002.

**Article T - Age Discrimination Act of 1975**

All recipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

**Article U - Americans with Disabilities Act of 1990**

All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

**Article V - Title VI of the Civil Rights Act of 1964**

All recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**Article W- Civil Rights Act of 1968**

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR § 100.201).

**Article X - Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, *DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance

<https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-accesspeople-limited> and additional resources on <http://www.lep.gov>.

#### **Article Y - SAFECOM**

Recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

#### **Article Z - Title IX of the Education Amendments of 1975 (Equal Opportunity in Education Act)**

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.

These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

#### **Article AA - Rehabilitation Act of 1973**

All recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

#### **Article AB - Energy Policy and Conservation Act**

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

#### **Article AC - Patents and Intellectual Property Rights**

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 CFR Part 401 and the standard patent rights clause in 37 CFR § 401.14.

#### **Article AD- Procurement of Recovered Materials**

All recipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

#### **Article AE - Contract Provisions for Non-federal Entity Contracts under Federal Awards**

a) Contracts for more than the simplified acquisition threshold set at \$150,000.

All recipients who have contracts exceeding the acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by 41 U.S.C. §1908,

must address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

b) Contracts in excess of \$10,000.

All recipients that have contracts exceeding \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

**Article AF - Terrorist Financing E.O. 13224**

All recipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

**Article AG - Whistleblower Protection Act**

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

**XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED**

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

**XV. AGREEMENT RENEWAL**

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

**XVI. RIGHT TO ASSURANCE**

If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the subrecipient give a written assurance of intent to perform. If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

**XVII. CANCELLATION FOR CONFLICT OF INTEREST**

The AZDOHS may, by written notice to the subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

**XVIII. THIRD PARTY ANTITRUST VIOLATIONS**

The subrecipient assigns the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to subrecipient toward fulfillment of this Agreement.

**XIX. AVAILABILITY OF FUNDS**

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate

this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subrecipient in the execution of this Agreement.

**XX. FORCE MAJEURE**

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

**XXI. PARTIAL INVALIDITY**

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

**XXII. ARBITRATION**

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subrecipient agrees to terms specified in A.R.S. § 12-1518.

**XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION**

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

**XXIV. ENTIRE AGREEMENT**

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. The subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

**XXV. RESTRICTIONS ON LOBBYING**

The subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

**XXVI. LICENSING**

The subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

**XXVII. NON-DISCRIMINATION**

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order 2009-09.

**XXVIII. SECTARIAN REQUESTS**

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

**XXIX. SEVERABILITY**

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

**XXX. ADVERTISING AND PROMOTION OF AGREEMENT**

The subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

**XXXI. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL**

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

"This document was prepared under a grant from the U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential subrecipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

**XXXII. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS**

Any television public service announcement that is produced or funded in whole or in part by the subrecipient shall include closed captioning of the verbal content of such announcement.

**XXXIII. INDEMNIFICATION**

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, (State Agency) is self-insured per A.R.S. 41-621.

In addition, should subrecipient utilize a contractor(s) and subcontractor(s), the indemnification clause between subrecipient and contractor(s) and subcontractor(s) shall include the following:

*Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.*

**XXXIV. TERMINATION**

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.
- b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the subrecipient.

**XXXV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION**

The subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

**XXXVI. PARAGRAPH HEADINGS**

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

**XXXVII. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

**XXXVIII. AUTHORITY TO EXECUTE THIS AGREEMENT**

Each individual executing this Agreement on behalf of the subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

**XXXIX. SPECIAL CONDITIONS**

- a) The subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements
- b) The subrecipient acknowledges that the U.S. Department of Homeland Security and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- c) The subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- d) The subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).



**XL. NOTICES**

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security  
1700 West Washington Street, Suite 210  
Phoenix, AZ 85007

The subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at [www.azdohs.gov](http://www.azdohs.gov).

The AZDOHS shall address all notices relative to this Agreement to:

Interim Fire Chief, Chris DeChant  
Enter Title, First & Last Name Above  
City of Glendale  
Enter Agency Name Above  
6829 N. 58th Dr.  
Enter Street Address Above  
Glendale, AZ 85301  
Enter City, State, ZIP Above

**XLI. IN WITNESS WHEREOF**

The parties hereto agree to execute this Agreement.

**FOR AND BEHALF OF THE**

City of Glendale  
Enter Agency Name Above

\_\_\_\_\_  
Authorized Signature Above  
Richard A. Bowers, Acting City Manager  
Print Name & Title Above

\_\_\_\_\_  
Enter Date Above

**FOR AND BEHALF OF THE**

Arizona Department of Homeland Security

\_\_\_\_\_  
Gilbert M. Orrantia  
Director

\_\_\_\_\_  
Date

*(Complete and mail two original documents to the Arizona Department of Homeland Security.)*

# NIMS Compliance Certification

## Subgrantee Information

**Subgrantee Agreement Number: 150807-03**

**Agency: Glendale Fire Department**

*Please complete this form, sign and return to AZDOHS with award packet materials.*

**1.a. Select your jurisdiction type:**

- Tribal Nation    
  County/Parish/Township/Borough    
  City/Urban Area    
  Other:

*If you marked other, please explain:*

**1.b. If all components of your jurisdiction are not accounted for, please explain:**

**2. Has your jurisdiction formally adopted and/or maintained adoption of the National Incident Management System as your all-hazards incident management system for Fiscal Year (FY) 2015?**

- Yes      No

**3. Has your jurisdiction reviewed and revised the following types of plans to incorporate NIMS components, principles, and policies?**

- |                               |   |                             |                 |   |                             |
|-------------------------------|---|-----------------------------|-----------------|---|-----------------------------|
| Emergency Operations Plans    | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | Mitigation Plan | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Standard Operating Procedures | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | Training Plan   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Standard Operation Guidelines | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | Continuity Plan | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| All Hazard Plan               | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |                 |   |                             |

**4. Has your jurisdiction established (and/or have in development) the following types of mutual aid agreements, compacts, and/or assistance agreements?**

- | <u>Intrastate Agreements</u>     | <u>Interagency and Interstate Agreements</u> |
|----------------------------------|--|
| Throughout the State/Territory?  | Throughout the jurisdiction?                 |
| That include the Private Sector? | That include the Private Sector?             |
| That include NGOs?               | That include NGOs?                           |
| That include Tribal Nations?     | That include Tribal Nations?                 |
- Yes    No    
  Yes    No    
  Yes    No    
  Yes    No    
  Yes    No

**5.a. Have NIMS concepts and principles been incorporated into appropriate training within your jurisdiction?**

- Yes, all appropriate training    
  Yes, some appropriate training    
  No

**5.b. If yes, which of the following has been incorporated?**

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Interoperable and Compatible Communications, Technology, and Information Management | <input checked="" type="checkbox"/> Incident Command System         |
| <input checked="" type="checkbox"/> Resource Management, Typing, and Credentialing                                      | <input checked="" type="checkbox"/> Multiagency Coordination System |
| <input checked="" type="checkbox"/> Mutual Aid or Assistance Agreements   | <input checked="" type="checkbox"/> Public Information              |

**6. Has your jurisdiction implemented a training program to ensure that the appropriate emergency/incident response personnel, as identified in the NIMS Training Program, receive NIMS training in accordance with their incident management responsibilities?**

- Yes      No

**7. Which, if any, of the following are priorities for your jurisdiction to incorporate into training in the coming year? Please choose up to three options from the list below.**

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Interoperable and Compatible Communications, Technology, and Information Management | <input checked="" type="checkbox"/> Incident Command System         |
| <input type="checkbox"/> Resource Management, Typing, and Credentialing   | <input checked="" type="checkbox"/> Multiagency Coordination System |
| <input type="checkbox"/> Mutual Aid or Assistance Agreements  | <input type="checkbox"/> Public Information                         |

# NIMS Compliance Certification

Other (please specify):

8.a. Have NIMS concepts and principles been incorporated into appropriate exercises within your jurisdiction?

Yes, all appropriate exercises     Yes, some appropriate exercises     No

8.b. If yes, which of the following has been incorporated?

Interoperable and Compatible Communications, Technology, and Information Management     Incident Command System  
 Resource Management, Typing, and Credentialing     Multiagency Coordination System  
 Mutual Aid or Assistance Agreements     Public Information

9. Which, if any, of the following are priorities for your jurisdiction to incorporate into exercises in the coming year? Please choose up to three options from the list below.

Interoperable and Compatible Communications, Technology, and Information Management     Incident Command System  
 Resource Management, Typing, and Credentialing     Multiagency Coordination System  
 Mutual Aid or Assistance Agreements     Public Information

Other (please specify):

10. Does your jurisdiction maintain an inventory of its response resources and assets?     Yes     No

11. Does your jurisdiction use an interoperable tool, such as the Incident Resource Inventory System (IRIS), to inventory response resources and assets?     Yes     No

12. Has your jurisdiction typed and inventoried your response resources and assets consistently with available national NIMS resource typing definitions and job titles/position qualifications, available through the Resource Typing Library Tool at <http://www.fema.gov/resource-management?>     Yes     No

13. Does your jurisdiction have a process to determine availability of response resources and assets in accordance with national NIMS resource typing definitions and job titles/position qualifications, available through the Resource Typing Library Tool at <http://www.fema.gov/resource-management?>     Yes     No

14. What priorities has your jurisdiction identified to enhance your implementation of NIMS in the coming year? Please check up to three.

Incorporate NIMS concepts and principles into existing plans and/or planning efforts.  
 Update training to ensure all applicable NIMS concepts and principles are incorporated.  
 Incorporate additional NIMS concepts and principles into exercises.  
 Make communication and information management practices consistent with NIMS.  
 Increase efforts to inventory all response assets consistently with available NIMS national resource typing definitions.  
 Increase adoption of the Incident Command System.     Increase adoption of Multiagency Coordination Systems  
 Make public information practices consistent with NIMS.

Other (please specify):

15. Does your jurisdiction have an access and re-entry plan in order to control the flow of resources and personnel into the area of an incident?     Yes     No

16. Please list any tools, training, guidance, or support that would be helpful in further enhancing your jurisdiction's implementation of NIMS:

Current needs are met through training opportunities provided by County, State and federal agencies.

Authorized Signature

Chris Gustafson, Division Chief, Special Operations/AHIMT/Safety/MMRS Divisions, Glendale Fire Department

# NIMS Compliance Certification

*Print Name and Title*

*September 24, 2015*

*Date*

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## Legislation Description

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**File #: 15-725, Version: 1**

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**RESOLUTION 5050: AUTHORIZATION TO ACCEPT THE 2015 GRANT FROM THE ARIZONA DEPARTMENT OF HOMELAND SECURITY (AZDOHS) - EOC/ESF AUDIO/VISUAL CONTROL SYSTEM # 150807-02**

Staff Contact: Terry Garrison, Fire Chief

**Purpose and Recommended Action**

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to accept the Federal Fiscal Year (FFY) 2015 grant funds from the Arizona Department of Homeland Security (AZDOHS) and enter into grant agreement # 150807-02 in the amount of \$44,428 to be used by the Fire Department to replace the City's Emergency Management EOC/ESF Audio/Visual Control System at the Emergency Operations Center.

**Background**

These are new grant funds being reallocated to Glendale, obtained from the 2015 Arizona Department of Homeland Security (AZDOHS) Grants.

The purpose of this project is to replace and update the EOC/ESF Audio/Visual Control System. This project will assist in the coordination of data to support major regional events including the Fiesta Bowl, College Football Championship, and numerous other special events. This project will replace an old outdated Audio/Visual Control System. The resource supports critical functions in the regional emergency management system, including interoperable communications, situation awareness, and resource coordination.

**Analysis**

The fire department will be receiving \$44,428 in grant funds that will fund the purchase of the system. The performance period ranges from October 1, 2015 until September 30, 2016. If all documentation is not signed and received by AZDOHS on or before January 31, 2016, this award is rescinded and the funds will be reallocated.

**Previous Related Council Action**

Council has accepted grants annually from the AZDOHS since 2003.

**Budget and Financial Impacts**

There is no financial match required for this award. A specific project account will be established once the agreement is fully executed.

RESOLUTION NO. 5050 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE OF THE FFY 2015 HOMELAND SECURITY GRANT PROGRAM AWARD (AGREEMENT NO. 150807-02) FROM THE STATE OF ARIZONA, DEPARTMENT OF HOMELAND SECURITY, TO ASSIST WITH THE EOC/ESF AUDIO/VISUAL CONTROL SYSTEM PROJECT IN THE APPROXIMATE AMOUNT OF \$44,428 ON BEHALF OF THE GLENDALE FIRE DEPARTMENT.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Council of the City of Glendale hereby accepts the FFY 2015 Homeland Security Grant Program Award (Agreement No. 150807-02) from the State of Arizona, Department of Homeland Security, for the EOC/ESF Audio/Visual Control System Project in the approximate amount of \$44,428 on behalf of the Glendale Fire Department.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute any and all documents necessary for the acceptance of said grant on behalf of the City of Glendale. The grant agreement and any other documents necessary for the acceptance of the grant are on file in the office of the City Clerk of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this            day of            , 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk            (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
Acting City Manager



# State of Arizona Department of Homeland Security



Governor Douglas A. Ducey

Director Gilbert M. Orrantia

September 11, 2015

Chief Chris DeChant  
Glendale Fire Department  
115550 W Glendale  
Glendale, AZ 85307-5600

Subject: FFY 2015 Homeland Security Grant Program Award  
Subrecipient Agreement Number: **150807-02**  
Project Title: **EOC/ESF Audio/Visual Control System**

Dear Chief Chris DeChant:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**EOC/ESF Audio/Visual Control System**" has been fully funded under the URBAN AREA SECURITY INITIATIVE for **\$44,428**. The grant performance period is **October 1, 2015 through September 30, 2016**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

1. Project Administration Page (enclosed).
2. Environmental and Historic Preservation (EHP) required documentation, if applicable (see enclosed EHP Designation Letter).
3. Two Subrecipient Agreements - go to [www.azdohs.gov](http://www.azdohs.gov) under Grants and download two original Subrecipient Agreements.
4. NIMS Compliance Certification - go to [www.azdohs.gov](http://www.azdohs.gov) under Grants and download one original certification.

Hard copies of the Subrecipient Agreement and NIMS Compliance Certification will **not** be mailed to you. These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2 (if applicable), 3 and 4 above is not signed and received by AZDOHS on or before January 31, 2016, this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- Reimbursements are limited to approved quantities and funding thresholds.
- If your project requires an Environmental and Historic Preservation (EHP) review; this must be completed, submitted and **approved** by FEMA/AZDOHS prior to any expenditure of funds.
- All radio equipment purchased with Homeland Security funds should be P25 capable, comply with SAFECOM Guidance, and the Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC), and be programmed in accordance with the Arizona State Interoperable Priority Programming Guide.
- Subrecipients are subject to the AZDOHS Site Monitoring Program.
- Quarterly programmatic reports must be submitted on the most recent form/template available on the AZDOHS website.
- Consultants/Trainers/Training Providers costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 2 CFR 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS.

- Terrorism Liaison Officer (TLO) Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) Response Vehicles purchased with Department of Homeland Security Grant Program funding must be assigned to and used by certified TLOs working with the Arizona Counter Terrorism Information Center (ACTIC).
  - Persons receiving TLO vehicles shall be available to respond to incidents and events on a "call out" basis and shall be available for regional and statewide deployment for TLO operations and training.
  - TLO equipment and/or services purchased or maintained with Department of Homeland Security Grant Program funding will be assigned to and used by certified TLOs working with the ACTIC TLO Program. This equipment may include: radios, computers, cell phones, cellular and satellite service fees, open source data services, cameras, GPS devices and any other equipment needed to complete the TLO mission.
- All reimbursements for personnel costs must be in compliance with AZDOHS Time and Effort Reporting requirements available on the AZDOHS website.
- Subrecipients are either required to submit an electronic copy of their annual A133 Audit or a statement stating that they were not required to complete an audit to AZDOHS each year to [audits@azdohs.gov](mailto:audits@azdohs.gov). The AZDOHS reserves the right to withhold reimbursement payments or future subrecipient agreements until the A133 Audit or statement has been received and, if applicable, an approved action plan for compliance has been completed.
- The FFY 2015 federal award date as indicated in the U.S. DHS award package is 8/10/2015 with a total amount of funding of \$21,768,000. The Federal Award Identification Number is EMW-2015-SS-00084-S01.
- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,



Gilbert M. Orrantia  
Director

Cc: Captain Anthony Butch

Attachments: Project Administration Page, Application Summary Page, Budget Narrative page(s), EHP Designation Letter



This form is to be signed and returned.

Grant #: **150807-02**      Subrecipient: **Glendale Fire Department**

Project Title: **EOC/ESF Audio/Visual Control System**  
Grant Program: **URBAN AREA SECURITY INITIATIVE**

1. Unit of Government: **Glendale Fire Department**  
Point of Contact: **Captain Anthony Butch**

Subrecipient Address:  
Street: **115550 W Glendale**  
  
City/State/Zip: **Glendale, AZ 85307-5600**

Head of Agency: **Chris DeChant**  
Authorized individual has delegated authority to make application on behalf of the agency.  
Phone#: **623-930-4400**  
  
E-mail Address: **CDeChant@Glendaleaz.com**

2. Organization Type: **Local Government / Municipality**

3. Region or Entity: **Phoenix UASI**

4. Initiative Title: **Strengthen Information Sharing and Collaboration Capabilities**

5. Total Dollar Amount Requested: **\$44,428**      Total Dollar Amount Awarded: **\$44,428**

**APPROVAL PROCESS**

The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines and the Subrecipient Agreement. The signatures indicate the subrecipient agrees to the additional grant requirements outlined in the award letter. The signatures confirm the acceptance that the funding amounts and quantities are limited to the amounts and quantities approved and awarded on the Application Summary and Budget Narrative page(s) (Equipment, Training, Exercise, Planning, Organization, M&A, if applicable) as provided in the award letter attachments.

Subrecipient Project Point of Contact      Captain Anthony Butch            09/23/15  
Print Name      Signature      Date

AZDOHS Staff      \_\_\_\_\_  
Print Name      Signature      Date

This form is to be signed and returned.



**STATE OF ARIZONA**  
 Department of Homeland Security  
**2015 STATE HOMELAND SECURITY GRANT PROGRAM**  
**PROJECT DETAIL**

Glendale Fire Department

150807-02

*Equipment - Budget Narrative*

**Budget Description:** List each item from your budget worksheet pages in the same order in which they are listed on the proceeding page. For Equipment, each Allowable Equipment Category (PPE, Interoperable Communications, Detection, etc.) must be listed. Under the federal guidelines "Equipment" has been defined as any single item that has a value of more than 5,000 and a life expectancy greater than a year. However, for this budget narrative please be sure to include any and all items that can be found on the AEL. Please be sure to provide a brief description of each item and how each item will be utilized. Equipment cost estimates must be listed. For each item of equipment, list the Authorized Equipment List (AEL) Item Number. The most current AEL can be found on line at the Responder Knowledge Base at the following website: [www.rkb.us](http://www.rkb.us). If "Other Authorized Equipment" was annotated, specify the equipment here. All equipment associated with this grant must be listed on this page only. If you have any questions or concerns regarding the AEL, please feel free to contact Michael Stidham at [mstidham@azdohs.gov](mailto:mstidham@azdohs.gov).

**Brief Description and Utilization:**

The system in the EOC/ESF will include and install the following equipment: (1) 4000 lumens video projector, (6) IP Link Pro control processor, (1) 12u Credenza style rack, (1) powerstrip, (2) audio DSP matrixes, (1) 2 channel audio-amplifier, custom audio cables from each display in the video wall back to the audio DSP, install IR buds on each display of the video wall, (2) 8-port POE network switch, (2) VGA to HDMI scaler for the lectern VGA connection to one display on the video wall, cabling between the control system and endpoints to be controlled, (1) 2 channel audio amplifier, (1) audio DSP matrix, HDMI and RS232 cabling to projector location. All install/labor charges included.

AEL #	Item Description	Quantity	Cost	Total Cost	AZDOHS Approved	Approved Quantity	Approved Cost
04MD-02-PROJ	EOC/ESF Room control system/projector for Audio/Visual operation	1	\$44,428.00	\$44,428.00	Jake Kelly	1	\$44,428.00

**Totals For Glendale Fire Department Contract Number 150807-02**    *Requested*    \$44,428.00    *Approved*    \$44,428.00



**STATE OF ARIZONA**  
Department of Homeland Security  
**2015 STATE HOMELAND SECURITY GRANT PROGRAM**  
**PROJECT DETAIL**

Glendale Fire Department

150807-02

***Application Summary***

***Award Funded As Follows:***

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	<i>Requested Amounts</i>	<i>Recommended Amounts</i>	<i>Awarded Amounts</i>
<i>Equipment</i>	\$44,428.00	\$44,428.00	\$44,428.00
<i>Training</i>	\$0.00	\$0.00	\$0.00
<i>Exercise</i>	\$0.00	\$0.00	\$0.00
<i>Planning</i>	\$0.00	\$0.00	\$0.00
<i>M &amp; A</i>	\$0.00	\$0.00	\$0.00
<i>Organization</i>	\$0.00	\$0.00	\$0.00
<i>Award Totals</i>	\$44,428.00	\$44,428.00	\$44,428.00

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Governor Douglas A. Ducey



Director Gilbert M. Orrantia

# State of Arizona Department of Homeland Security

FFY 2015

Dear Stakeholder:

Your project: **150807-02** that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded.

Please be advised, your project requires an Environmental and Historic Preservation level: **B** review. Please download the Environmental and Historic Preservation Form at [www.azdohs.gov](http://www.azdohs.gov) under the GRANTS section. If you need further clarification please contact Michael Stidham at (602) 542-7041 or [mstidham@azdohs.gov](mailto:mstidham@azdohs.gov) with AZDOHS for further information regarding the EHP specific requirements for your award.

As stated in the subrecipient agreement:

The subrecipient shall comply with Federal EHP regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. DHS/FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance, and FP 108.24.4, Environmental Planning and Historical Preservation Policy.

**Below is the required information that should be included in your submission:**

- Name of project, name of grant and subrecipient, grant award number, fiscal year, overall purpose, and estimated cost
- Physical address of where the project will be implemented (street address, city, and state, or latitude and longitude coordinates)
- Visual documentation including but not limited to color site/structure photographs; plans/drawings that define the size and precise location of proposed work; U.S. Geological Survey topographic maps; FEMA Flood Insurance Rate Maps; U.S. Fish and Wildlife Service National Wetlands Inventory and U.S. Army Corps of Engineers approved wetland maps, if available; U.S. Department of Agriculture soil survey maps and color aerial photographs
- Project description should include as applicable:
  - Dimensions/acreage/square footage of structure and/or land affected, with height and structural support information for all communication towers
  - Extent and depth of ground disturbance for new construction and structure

- modification, including trenching for utility lines, installation of fencing and light posts, tower footings and pads, etc.
  - Best management practices to be used for erosion and sediment control
- Special elements of the project, including:
  - Special equipment that will be used, staging areas, access roads, easements, etc.
  - Extent of structural modification
- Year building/structure was built
- Information regarding features, resources, and potential adverse impacts at or near the project area, including:
  - Water bodies (rivers, lakes, streams, wetlands, etc.), floodplains, and coastal zones
  - Historic and cultural resources (historic districts, buildings, landscapes, bridges, piers, dams, archaeological sites, etc.)
  - Migratory birds, threatened and endangered species, and/or critical habitat
  - Vegetation, including general types of plants, trees, or lack thereof
  - Geologic features, including soil and topography
  - Tribal cultural and religious sites and special areas (forests, wildlife refuges, reserves, etc.)
  - Community facilities and services (e.g. churches, schools, hospitals, etc.)
  - Hazardous wastes, superfund site, etc. (<http://www.epa.gov/enviro/html/em/> or <http://www.epa.gov/myenvironmental>)
  - Any recent or relevant studies, reports, or surveys that were prepared for other agencies or purposes and provide information on environmental resources and/or historic properties in the project area
  - Any agency coordination documents regarding environmental and/or historic resources

Subrecipients are responsible for the preparation of documentation required to fulfill compliance responsibilities under Federal EHP laws; this documentation may include, but is not limited to site studies, biological assessments, archaeological surveys, environmental assessments, and environmental impact statements. Furthermore, they are also responsible for implementation of any mitigation measures required to address potential adverse impacts that may have been identified during the EHP review process. Costs associated with the preparation of these documents are allowable grant expenditures.

To ensure that an EHP determination can be made without delay we ask that subrecipients comply with any requests for additional information from USDHS as soon as possible. However, if a subrecipient remains unresponsive for 12 weeks, the case will become inactive. Once a case has become inactive, the project will not be funded until the subrecipient has resubmitted a new and complete EHP review packet per Informational Bulletin 371 (IB 371).

# SUBRECIPIENT AGREEMENT

**15-AZDOHS-HSGP- 150807-02**

Enter Subrecipient Agreement Number Above (e.g., 150xxx-xx)

**Between**

**The Arizona Department of Homeland Security  
And  
City of Glendale**

Enter the Name of the Subrecipient Agency Above

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the

**City of Glendale**

Enter the Name of the Subrecipient Agency Above

(subrecipient) for services under the terms of this Subrecipient Agreement.

**I. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to specify the responsibilities and procedures for the subrecipient's role in administering homeland security grant funds.

**II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS**

This Agreement shall become effective on **October 1, 2015** and shall terminate on **September 30, 2016**. The obligations of the subrecipient as described herein will survive termination of this agreement.

**III. DESCRIPTION OF SERVICES**

The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled

“ EOC/ESF Audio Visual Control System ”

Enter Title of Application Above

and funded at **\$44,428** (as may have been modified by the award letter).

Enter Funded Amount Above

**IV. MANNER OF FINANCING**

The AZDOHS shall under the U.S. Department of Homeland Security grant #EMW-2015-SS-00084-S01 and CFDA #97.067:

a) Provide up to **\$44,428** to the subrecipient for services provided under Paragraph III. Enter Funded Amount Above

b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at [www.azdohs.gov](http://www.azdohs.gov). Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.

**V. FISCAL RESPONSIBILITY**

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application. Any modification to quantity or scope of work must be preapproved in writing by the AZDOHS. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

**VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING**

The subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the subrecipient expends more than \$750,000 from Federal awards. If the subrecipient has expended more than \$750,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year and subsequent years within the period of performance is due annually to AZDOHS within nine (9) months of the subrecipient's fiscal year end.
- b) Subrecipients will be monitored periodically by the AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

**VII. APPLICABLE FEDERAL REGULATIONS**

The subrecipient must comply with the Notice of Funding Opportunity (NOFO) Office of Management and Budget Code of Federal Regulations (CFR) 2 CFR 200: Uniform Guidance. The NOFO for this program is hereby incorporated into your award agreement by reference. By accepting this award, the subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO.

Where applicable and with prior written approval from AZDOHS/DHS/FEMA, HSGP Program recipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website <http://www.dol.gov/compliance/laws/comp-dbra.htm>.

Included within the above mentioned guidance documents are provisions for the following:

### **National Incident Management System (NIMS)**

The subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable Notice of Funding Opportunity (NOFO).

### **Environmental Planning and Historic Preservation**

The subrecipient shall comply with Federal EHP regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. DHS/FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance, and FP 108.24.4, Environmental Planning and Historical Preservation Policy.

### **Consultants/Trainers/Training Providers**

Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 2 CFR 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, and per diem not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

### **Contractors/Subcontractors**

The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in 2 CFR 200 and the NOFO. The subrecipient agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which, in the opinion of the subrecipient, may result in litigation related in any way to the Agreement with the AZDOHS.

### **Personnel and Travel Costs**

All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the subrecipient's policies and procedures; and the State of Arizona Accounting Manual (SAAM); must be applied uniformly to both federally financed and other activities of the agency; and **will** be reimbursed at the most restrictive allowability and rate. At no time will the subrecipient's



reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <https://gao.az.gov>.

### **Procurement**

The subrecipient shall comply with all internal agency procurement rules/policies and must also comply with Federal procurement rules/policies as outlined in section VII and all procurement must comply with Arizona State procurement code and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: [www.azdohs.gov/grants/](http://www.azdohs.gov/grants/).

### **Training and Exercise**

The subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable NOFO. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) guidance for exercise design, development, conduct, evaluation and reporting. Subrecipient agrees to:

- a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all exercise reimbursement requests.
- b) Within 90 days of completion of an exercise, or as prescribed by the most current HSEEP guidance, the exercise host subrecipient is required to email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Division of Emergency Management (ADEM) Exercise Branch.

### **Nonsupplanting Agreement**

The subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.

### **E-Verify**

Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

- a) The subrecipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).
- b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

### **Property Control**

Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used for authorized purposes as described in the NOFO, grant application, and Code of Federal Regulations 2 CFR 200. The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment as outlined in 2 CFR 200.313 - Equipment. Any loss, damage, or theft shall be investigated and reported to the AZDOHS.
- b) Nonexpendable Property and Capital Assets:
  1. Nonexpendable Property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.
  2. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. A Property Control Form can be located at [www.azdohs.gov/Grants/](http://www.azdohs.gov/Grants/). The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- d) A physical inventory of Nonexpendable Property and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
  1. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.
  2. Adequate maintenance procedures must be developed to keep the property in good condition.
- e) When Nonexpendable Property and/or Capital Assets are no longer in operational use by the subrecipient, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200. If the subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the subgrantee must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at [www.azdohs.gov/Grants/](http://www.azdohs.gov/Grants/).

### **Allowable Costs**

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulations, authorized equipment lists, and guidance documents referenced above.

- a) The subrecipient agrees that grant funds for any indirect costs that may be incurred are in accordance with 2 CFR 200 and the NOFO.
- b) The subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

**VIII. DEBARMENT CERTIFICATION**

The subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions." All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud, and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the Federal government.

**IX. FUNDS MANAGEMENT**

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits. The subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

**X. REPORTING REQUIREMENTS**

Regular reports by the subrecipient shall include:

- a) **Programmatic Reports**  
The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The subrecipient shall use the Quarterly Programmatic Report form, which is posted at [www.azdohs.gov/Grants/](http://www.azdohs.gov/Grants/). If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed.
- b) **Quarterly Programmatic Reports are due:**  
**January 15** (for the period from October 1– December 31)  
**April 15** (for the period from January 1 – March 31)  
**July 15** (for the period from April 1 – June 30)  
**October 15** (for the period from July 1 – September 30)
- c) **Final Quarterly Report:**  
The final quarterly report is due no more than fifteen (15) days after the end of the performance period. Subrecipients may submit a final quarterly report prior to the end of the

performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

d) Property Control Form – if applicable:

The subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.

a. In case of equipment disposition:

The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200.313.

e) Financial Reimbursements

**The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement.** Reimbursement requests are only required when expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) calendar days** after the end of the Agreement. Requests for reimbursement received later than forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL.

The AZDOHS requires that all requests for reimbursement are submitted via U.S. mail (United States Postal Service), FedEx, UPS, etc. or in person. Reimbursement requests submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation it feels necessary in order to process reimbursements.

All reports shall be submitted to the contact person as described in Paragraph XL, NOTICES, of this Agreement.

**XI. ASSIGNMENT AND DELEGATION**

The subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

**XII. AMENDMENTS**

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS. The AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

### **XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES**

#### **Article A – Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

#### **Article B - Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 CFR § 200.313.

#### **Article C - DHS Specific Acknowledgements and Assurances**

All recipients of financial assistance must acknowledge and agree—and require any subrecipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.
2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

#### **Article D - Use of DHS Seal, Logo and Flags**

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

### **Article E - USA Patriot Act of 2001**

All recipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

### **Article F - Trafficking Victims Protection Act of 2000**

All recipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007.

In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient —

1. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procures a commercial sex act during the period of time that the award is in effect; or
3. Uses forced labor in the performance of the award or subawards under the award.

Full text of the award term is provided at 2 CFR § 175.15.

### **Article G - Non-supplanting Requirement**

All recipients must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

### **Article H - Lobbying Prohibitions**

All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

### **Article I - Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

### **Article J - Fly America Act of 1974**

All recipients must comply with Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative

guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

#### **Article K - Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

#### **Article L - False Claims Act and Program Fraud Civil Remedies**

All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

#### **Article M - Duplication of Benefits**

State, Local and Tribal recipients must comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

#### **Article N - Drug-Free Workplace Regulations**

All recipients must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

#### **Article O - Copyright**

All recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

#### **Article P - Best Practices for Collection and Use of Personally Identifiable Information (PII)**

All award recipients who collect PII are required to have a publicly-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments guidance and template located at:[http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_guidance\\_june2010.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf) and [http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_template.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf), respectively.

#### **Article Q - Activities Conducted Abroad**

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

#### **Article R - Acknowledgement of Federal Funding from DHS**

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

#### **Article S - Assurances, Administrative Requirements and Cost Principles**

Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this document may not be

applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions. The administrative and audit requirements and cost principles that apply to DHS award recipients originate from 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, as adopted by DHS at 2 CFR Part 3002.

**Article T - Age Discrimination Act of 1975**

All recipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

**Article U - Americans with Disabilities Act of 1990**

All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

**Article V - Title VI of the Civil Rights Act of 1964**

All recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**Article W- Civil Rights Act of 1968**

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR § 100.201).

**Article X - Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, *DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance



<https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-accesspeople-limited> and additional resources on <http://www.lep.gov>.

#### **Article Y - SAFECOM**

Recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

#### **Article Z - Title IX of the Education Amendments of 1975 (Equal Opportunity in Education Act)**

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

#### **Article AA - Rehabilitation Act of 1973**

All recipients of must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

#### **Article AB - Energy Policy and Conservation Act**

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

#### **Article AC - Patents and Intellectual Property Rights**

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 CFR Part 401 and the standard patent rights clause in 37 CFR § 401.14.

#### **Article AD- Procurement of Recovered Materials**

All recipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

#### **Article AE - Contract Provisions for Non-federal Entity Contracts under Federal Awards**

a) Contracts for more than the simplified acquisition threshold set at \$150,000.

All recipients who have contracts exceeding the acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by 41 U.S.C. §1908,

must address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

b) Contracts in excess of \$10,000.

All recipients that have contracts exceeding \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

**Article AF - Terrorist Financing E.O. 13224**

All recipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

**Article AG - Whistleblower Protection Act**

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

**XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED**

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

**XV. AGREEMENT RENEWAL**

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

**XVI. RIGHT TO ASSURANCE**

If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the subrecipient give a written assurance of intent to perform. If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

**XVII. CANCELLATION FOR CONFLICT OF INTEREST**

The AZDOHS may, by written notice to the subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

**XVIII. THIRD PARTY ANTITRUST VIOLATIONS**

The subrecipient assigns the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to subrecipient toward fulfillment of this Agreement.

**XIX. AVAILABILITY OF FUNDS**

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate

this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subrecipient in the execution of this Agreement.

**XX. FORCE MAJEURE**

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

**XXI. PARTIAL INVALIDITY**

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

**XXII. ARBITRATION**

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subrecipient agrees to terms specified in A.R.S. § 12-1518.

**XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION**

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

**XXIV. ENTIRE AGREEMENT**

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. The subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

**XXV. RESTRICTIONS ON LOBBYING**

The subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

**XXVI. LICENSING**

The subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

**XXVII. NON-DISCRIMINATION**

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order 2009-09.

**XXVIII. SECTARIAN REQUESTS**

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

**XXIX. SEVERABILITY**

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

**XXX. ADVERTISING AND PROMOTION OF AGREEMENT**

The subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

**XXXI. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL**

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

"This document was prepared under a grant from the U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential subrecipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

**XXXII. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS**

Any television public service announcement that is produced or funded in whole or in part by the subrecipient shall include closed captioning of the verbal content of such announcement.

**XXXIII. INDEMNIFICATION**

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, (State Agency) is self-insured per A.R.S. 41-621.

In addition, should subrecipient utilize a contractor(s) and subcontractor(s), the indemnification clause between subrecipient and contractor(s) and subcontractor(s) shall include the following:

*Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.*

**XXXIV. TERMINATION**

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.
- b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the subrecipient.

**XXXV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION**

The subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

**XXXVI. PARAGRAPH HEADINGS**

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

**XXXVII. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

**XXXVIII. AUTHORITY TO EXECUTE THIS AGREEMENT**

Each individual executing this Agreement on behalf of the subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

**XXXIX. SPECIAL CONDITIONS**

- a) The subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements
- b) The subrecipient acknowledges that the U.S. Department of Homeland Security and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- c) The subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- d) The subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

**XL. NOTICES**

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security  
1700 West Washington Street, Suite 210  
Phoenix, AZ 85007

The subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at [www.azdohs.gov](http://www.azdohs.gov).

The AZDOHS shall address all notices relative to this Agreement to:

Interim Fire Chief, Chris DeChant  
Enter Title, First & Last Name Above  
City of Glendale  
Enter Agency Name Above  
6829 N. 58th Dr.  
Enter Street Address Above  
Glendale, AZ 85301  
Enter City, State, ZIP Above

**XLI. IN WITNESS WHEREOF**

The parties hereto agree to execute this Agreement.

**FOR AND BEHALF OF THE**

City of Glendale  
Enter Agency Name Above

\_\_\_\_\_  
Authorized Signature Above  
Richard A. Bowers, Acting City Manager  
Print Name & Title Above

\_\_\_\_\_  
Enter Date Above

**FOR AND BEHALF OF THE**

Arizona Department of Homeland Security

\_\_\_\_\_  
Gilbert M. Orrantia  
Director

\_\_\_\_\_  
Date

*(Complete and mail two original documents to the Arizona Department of Homeland Security.)*



## Legislation Description

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**File #: 15-790, Version: 1**

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### **RESOLUTION 5051: AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH ARIZONA STATE HISTORIC PRESERVATION OFFICE AND MARICOPA COUNTY HOME CONSORTIUM**

Staff Contact: Erik Strunk, Director, Community Services

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

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to enter into an Amendment to the Intergovernmental Agreement (IGA) with the Arizona State Historic Preservation Office (SHPO) and Maricopa County, as lead agency for the Maricopa HOME Consortium, to allow the city to conduct its own historic preservation clearance for City projects funded with U.S. Department of Housing and Urban Development (HUD) funds.

#### **Background**

Annually, the City of Glendale is awarded federal funds by the U.S. Department of Housing and Urban Development (HUD) to be used for eligible activities. Each year the City Council, through the annual Community Development Advisory Committee (CDAC) grants process, allocates funding for Glendale Revitalization Projects. These projects are required to undergo an environmental review that includes historic preservation.

In April of 2009, the City Council approved an IGA that allows the City to conduct its own historic preservation clearance by utilizing the City's Historic Preservation Officer to oversee the review and clearance of all HUD-funded projects. The designated Historic Preservation Officer for the City of Glendale is currently the Director of Planning. The approval of this agreement has greatly streamlined the approval process, which has resulted in quicker response times and better customer service for HUD-eligible Glendale residents.

If approved, this amendment to the existing IGA will result in the inclusion of a "Discovery Clause", which is needed to address exemptions and provide guidance in the event human remains are found during the excavation of new construction via the City's federally-funded revitalization and development projects. The amendment will also allow HOME Investment Partnerships Program (HOME) activities, specifically Infill Housing and Replacement Housing, to be covered under this programmatic agreement. This will be of benefit to the City and allow the clearance process for new and infill residential construction to be expedited along with all other housing rehabilitation and reconstruction projects.

#### **Analysis**

The Community Revitalization Division will have residential rehabilitation projects that will involve repairs, upgrades and, in some cases, new construction. This amendment will continue to allow the City to provide these much-needed services to eligible low-to-moderate income homeowners. Approval of this amendment



will not impact City departments, staff, or existing service levels.

**Previous Related Council Action**

On April 14, 2009, the City Council authorized the City Manager to enter into an IGA with Arizona State Historic Preservation Office and the Maricopa County.

**Community Benefit/Public Involvement**

Glendale's HUD funded residential rehabilitation programs help stabilize neighborhoods and improve the quality of life for low-to-moderate homeowners. These programs also help homeowners maintain and stay in their own homes, especially the elderly. This item was reviewed and approved in concept by the Community Development Advisory Committee at its November 19, 2015 regular meeting.

**Budget and Financial Impacts**

Since this is a federally-funded program, there will be no fiscal impact to the City's General Fund.

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No  
If yes, where will the transfer be taken from?

RESOLUTION NO. 5051 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO AN AMENDMENT TO THE PROGRAMMIC AGREEMENT BETWEEN THE CITY OF GLENDALE AND THE ARIZONA STATE HISTORIC PRESERVATION OFFICE REGARDING HUD-FUNDED PROGRAM ACTIVITIES.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the Amendment to the Programmic Agreement between the City of Glendale and the Arizona State Historic Preservation Office regarding HUD-funded program activities be entered into, which amendment is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute and deliver any documents necessary to effectuate said amendment on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this            day of            , 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk            (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
Acting City Manager

**AMENDMENT TO THE PROGRAMMIC AGREEMENT**  
between the  
**CITY OF GLENDALE**  
and the  
**ARIZONA STATE HISTORIC PRESERVATION OFFICE**  
regarding  
**HUD-FUNDED PROGRAM ACTIVITIES**

---

This Amendment to the Programmic Agreement **C-6860** ("Amendment") is made this \_\_\_\_ day of \_\_\_\_\_, 2015 ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Arizona State Historic Preservation Office ("State").

**Preamble**

- A. On April 14, 2009, City and State Historical Preservation Office previously entered into a Programmic Agreement No. C-6860 ("Agreement"); and
- B. The City and Agency wish to modify and amend the Agreement by amending the Preamble to include a Discovery Clause. Amend the Applicability of Agreement to include additional programs to the Scope of Work, which is, Exhibit L, to the Agreement.

**AGREEMENT**

- 1. **Preamble.** Now therefore the City and SHPO agree to amend the Preamble to include a Discovery clause in statement five (5) to become an integral part of this Amendment.

Whereas, any and all activities that involve less than one acre shall be exempt from any required archeological environmental study, and in the event that human remains, including skeletal remains, cremation, and /or ceremonial objects are found during excavation or construction, ground disturbing activities must cease in the immediate vicinity of the discovery. State laws ARS 41-865 and ARS 41-844; require that the Arizona State Museum be notified of the discovery at (520) 621-4795 so that cultural groups who claim culture or religious affinity to them can make appropriate arrangements for the repatriation and reburial of the remains. The human remains will be removed from the site by a professional archaeologist pending consultation and review by the Arizona State Museum and concerned cultural groups

- 2. **Applicability of Agreement.** Addition of Exhibit L in the agreement for Infill and Replacement Housing utilizing HOME funds.
- 3. **Ratification of Agreement.** City and State hereby agree that, except as expressly provided herein, the provisions of the Agreement will 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 will prevail.

[Signatures appear on the following page.]

CITY OF GLENDALE, an Arizona  
municipal corporation

\_\_\_\_\_  
Richard A. Bowers  
Acting City Manager

ATTEST:

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

APPROVED AS TO FORM:

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

STATE OF ARIZONA )  
County of Maricopa ) ss.  
                                  )

On this the \_\_\_\_ day of \_\_\_\_\_ 2015, before me, the undersigned Notary Public, personally  
appeared \_\_\_\_\_ who acknowledged that (s) he executed the foregoing for the  
purpose and consideration therein expressed.  
IN MITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_

Concurring Party: Maricopa County Consortium:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM:

\_\_\_\_\_  
County Attorney

STATE OF ARIZONA )  
County of Maricopa ) ss.  
                                  )

On this the \_\_\_\_ day of \_\_\_\_\_ 2015, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ who acknowledged that (s) he executed the foregoing for the purpose and consideration therein expressed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

ARIZONA STATE HISTORIC PRESERVATION OFFICER:

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF ARIZONA )  
County of Maricopa ) ss.  
                                  )

On this the \_\_\_\_ day of \_\_\_\_\_ 2015, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ who acknowledged that (s) he executed the foregoing for the purpose and consideration therein expressed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_

**EXHIBIT L**

**City of Glendale**

**Programmatic Agreement for Infill and Replacement Housing Programs is applicable to HOME**

**The following standards shall apply to all foreclosed, abandoned, vacant land parcel/lots.**

- 1) Infill Housing:**
  - (1) Construction of new single family stick built housing by Habitat for Humanity & City of Glendale on vacant land. New construction shall be compatible with existing surrounding housing, as determined by City of Glendale's Historical Preservation Officer.**
  
- 2) Replacement Housing:**
  - (1) Construction of new manufactured housing by City of Glendale on vacant land. New construction shall be compatible with existing surrounding housing, as determined by City of Glendale Historical Preservation Officer.**

# Original SHPO Agreement

As approved by Council on 4.14.09



**PROGRAMMATIC AGREEMENT**  
between the  
**CITY OF GLENDALE**  
and the  
**ARIZONA STATE HISTORIC PRESERVATION OFFICE**  
regarding  
**HUD-FUNDED PROGRAM ACTIVITIES**

---

**WHEREAS**, in response to the numerous programs undertaken by the City of Glendale (CITY) with the U.S. Department of Housing and Urban Development (HUD) funding sources;

**WHEREAS**, Maricopa County is the entity that certifies reviews and has acknowledged the Agreement and the participation of the other parties in the Agreement;

**WHEREAS**, the CITY has determined that implementation of these HUD-funded programs will result in Undertakings, as defined in 36 CFR Part 800.16, that may affect properties listed in or eligible for the National Register of Historic Places (Historic Properties) and/or culturally-significant sites, and the CITY has consulted with the Arizona State Historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800, implementing Sections 106 and 110(f) of the National Historic Preservation Act (NHPA), 16 U.S.C. Part 470;

**WHEREAS**, as a result of funding sources administered by the CITY, the CITY will in turn provide monies and other assistance to programs, subrecipients and eligible applicants to alleviate the effects of housing deterioration and facilitate infrastructure improvements, demolition, new construction, renovation, reconstruction and acquisition activities. The CITY through its Community Revitalization Division (CRD) will be responsible for administering the terms of this Programmatic Agreement (Agreement);

**WHEREAS**, any and all activities that involve less than one acre shall be exempt from any required archeological environmental study; and

**WHEREAS**, no adverse effects will result in adhering to these standards to any eligible properties or listed eligible properties listed in the State of Arizona or National Register of Historic Places.

**NOW, THEREFORE**, the CITY and SHPO (also sometimes hereinafter referred to as "Party" or "Parties") agree that these HUD-funded programs will be administered in accordance with the following stipulations to satisfy the CITY's Section 106 responsibilities for all Undertakings for achieving the national policy of providing affordable housing and preserving historic resources. The CITY will not approve funding of any Undertaking until it is reviewed pursuant to this Agreement.

**STIPULATIONS**

To the extent of its legal authority, and in coordination with SHPO, the CITY shall require that the following measures are implemented:

**I. LEAD AGENCY COORDINATION**

- A. When the CITY is determined to be the Lead Agency in any HUD-funded activities, the CITY will coordinate the Section 106 review activities.

## APPLICABILITY OF AGREEMENT

### II. UNDERTAKING WILL ADHERE TO THE SECRETARY OF THE INTERIOR STANDARDS FOR REHABILITATION FOR HISTORICAL BUILDINGS AS MODIFIED WITH THE FOLLOWING ENUMERATED EXHIBITS:

- A. This Agreement applies only to CITY program activities implemented and funded in part or in whole using HUD funds.
- B. Standard for Undertaking Activities in the Housing Rehabilitation Program are enumerated in Exhibit "A". An Undertaking consisting of activities enumerated in Exhibit "A" as well as activities not listed in Exhibit "A" and shall be reviewed pursuant to the terms of this Agreement.
- C. Standard for Undertaking Activities is set forth in the Emergency Home Repair Program to ensure the health and safety of the occupants. These may include interior work, replacement or repair of existing mechanical units, plumbing repair or replacement, electrical repair or replacement, and minor structural repair. The types of Undertakings are enumerated in Exhibit "B".
- D. Standards for Undertaking Activities are set forth in the Roof Replacement Program and are limited to the roof on an existing building which is deteriorated. The types of Undertakings are enumerated in Exhibit "C".
- E. Standards for Undertaking Activities in the Exterior Program are enumerated in Exhibit "D".
- F. Standards for Undertaking Activities are set forth in the Voluntary Demolition Program. The types of Undertakings are enumerated in Exhibit "E".
- G. Standards for Undertaking Activities are set forth in the Replacement Housing Program. The types of Undertakings are enumerated in Exhibit "F".
- H. Standards for Undertaking Activities are set forth and limited to the Glendale Home Accessibility Program. The types of Undertakings are enumerated in Exhibit "G".
- I. Standards for Undertaking Activities are set forth, and limited to, the Neighborhood Stabilization Program. The types of Undertakings are enumerated in Exhibit "H".
- J. For HUD-related activities not covered in this Agreement, the CITY will conduct a Section 106 review in accordance with 36 CFR Part 800.

### II. GENERAL

- A. Except as detailed elsewhere in this Agreement, the CITY's responsibilities are:
  - 1. The CITY will provide SHPO with an annual report for the previous calendar year by June 30th of each year that this Agreement is in effect. The report will summarize the actions taken to implement the terms of this Agreement, and recommend any actions or revisions that should be considered during the next year.
- B. Except as detailed elsewhere in this Agreement, SHPO's responsibilities are:

1. SHPO will review submitted annual report information to determine if amendments to the Agreement are necessary.

#### **IV. INITIAL COORDINATION FOLLOWING DECLARATION OF A FEDERAL EMERGENCY RELATING TO THIS AGREEMENT**

##### **A. The CITY will:**

1. Determine with SHPO those historic properties (standing structures) that have not retained integrity. This Agreement will only apply to historic properties that retain integrity, in the aftermath of the declared federal emergency, pursuant to 36 CFR Part 60. If the CITY and SHPO do not agree on whether a listed property has retained integrity, the CITY will review all Undertakings that may affect the property in accordance with standards and stipulations set forth in Section II above.
2. Consult with other federal agencies having jurisdiction for Undertakings related to the various housing programs to ensure compliance with applicable historic laws and regulations.
3. Develop with SHPO a feasible plan for involving the public in the Section 106 review process.

##### **B. SHPO will:**

1. Provide the CITY with available information about historic properties within a declared Disaster Area or designated Emergency Assistance Zone, including:
  - a. Properties listed in, or previously determined eligible, for the National Register through a Section 106 review;
  - b. Properties listed in the State of Arizona and National Register for Historical Places; and
  - c. Geographic areas with high potential for archaeological resources, and areas where it is known that there are not any archaeological resources.
2. Work with the CITY to jointly compile a list of previously identified or unevaluated historic properties, and geographic areas with a high potential for unidentified historic properties.
3. Identify SHPO staff or consultants to assist the CITY staff with its Section 106 responsibilities, and to identify, in coordination with the CITY, specific activities that SHPO may perform at the CITY's request for specific projects.
4. Assist the CITY in identifying any organizations or individuals that may have an interest in historic properties affected by the declared Disaster. The CITY and SHPO will jointly contact these interested parties to inform them of this Agreement and to request information on the location of damaged historic properties.
5. Assist the CITY in identifying staging and landfill sites for debris disposal, and sites for chipping of vegetation debris, (if applicable), that will have a minimal or no effect on historic properties.

## **V. DURATION, AMENDMENTS, AND TERMINATION**

- A. Unless terminated pursuant to Stipulation V(D) below, this Agreement shall remain in effect from the date of implementation as long as the CITY, in consultation with all other signatories, determines that the terms of this Agreement have been satisfactorily fulfilled.
- B. Upon a determination that this Agreement is not being fulfilled, this Agreement will terminate, and the CITY will provide all other signatories with written notice of the determination and termination.
- C. If any signatory to the Agreement determines that the Agreement cannot be fulfilled, the signatories will consult to seek amendment of the Agreement. Any amendment will be specific to the dispute being resolved unless otherwise agreed to by the signatories.
- D. The CITY or SHPO may terminate this Agreement by providing a 90-day written notice to the other interested parties.
- E. This Agreement may be terminated by the implementation of a subsequent Agreement that explicitly terminates or supersedes this Agreement, or by the CITY's implementation of Alternate Procedures, pursuant to 36 CFR 800.14(a).

## **VI. NON-DISCRIMINATION**

The parties agree to comply with Chapter 9, Title 41, Arizona Revised Statutes (Civil Rights), Arizona Executive Orders 75-5 and 99-4 and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.

## **VII. CONFLICT OF INTEREST**

This agreement is subject to cancellation by the State under A.R.S. § 38-511 if any person significantly involved in the Agreement on behalf of the State is an employee or consultant of the contractor at any time while the Agreement or any extension of the Agreement is in effect.

## **VIII. IMMIGRATION LAW COMPLIANCE**

- A. Each Party, and on behalf any subcontracting Party, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- B. Any breach of warranty under subsection A above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- C. Each Party retains the legal right to inspect the papers of any Party or subcontracting Party's employee who performs work under this Agreement to ensure that the Party or any subcontracting Party is compliant with the warranty under subsection A above.
- D. Each Party may conduct random inspections, and upon request, the Parties shall provide copies of papers and records demonstrating continued compliance with the warranty under subsection A above. The Parties agree to keep papers and records available for inspection during normal business hours and will cooperate with each

other in exercise of their respective statutory duties and not deny access to business premises or applicable papers or records for the purposes of enforcement of this section VIII.

- E. The Parties agree to incorporate into any subcontracts under this Agreement the same obligations imposed upon each Party and expressly accrue those obligations directly to the mutual benefit of the Parties.
- F. Each Party's warranty and obligations under this section to each other continues throughout the term of this Agreement or until such time as the Parties determine, in their sole discretion, that Arizona law has been modified and that compliance with this section is no longer a requirement.
- G. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

#### **IX. PROHIBITIONS**

Each Party, and on behalf any subcontracting Party, certify, to the extent applicable under A.R.S. §§ 35-391 *et. seq.* and 35-393 *et. seq.*, that neither has "scrutinized" business operations, as defined above, in Sudan or Iran.

#### **X. NON-AVAILABILITY OF FUNDS**

This Agreement shall be subject to available funding, and nothing in this Agreement shall bind the State of Arizona or CITY to expenditures in excess of funds appropriated and allotted for the purposes outlined this Agreement.

#### **XI. ARBITRATION**

To the extent required by A.R.S. §§ 12-1518 (B) and 12-133, the Parties agree to resolve any dispute arising out of this agreement by arbitration.

#### **XII. RECORDS**

Pursuant to A.R.S. §§ 35-214, 35-215 and 41-2548, all books, accounts, reports, files and other records relating to this Agreement shall be subject, at all reasonable times, to inspection and audit by the State of Arizona for five years after the termination of this Agreement.

#### **XIII. IMPLEMENTATION OF THIS PROGRAMMATIC AGREEMENT**

This Agreement may be implemented in counterparts, with a separate page for each signatory, and the CITY will ensure that each Party is provided with a complete copy. This Agreement will become effective on the date of the last signature.

**CITY OF GLENDALE  
PROGRAMMATIC AGREEMENT  
FOR  
HUD-FUNDED PROGRAM ACTIVITIES**

---

**CITY OF GLENDALE:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk (Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

STATE OF ARIZONA    )  
  ) ss  
County of Maricopa    )

On this the \_\_\_\_ day of \_\_\_\_\_ 2009, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, \_\_\_\_\_, of the **City of Glendale**, who acknowledged that (s)he executed the foregoing for the purpose and consideration therein expressed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

**CITY OF GLENDALE  
PROGRAMMATIC AGREEMENT  
for  
HUD-FUNDED PROGRAM ACTIVITIES**

---

**ARIZONA STATE HISTORIC PRESERVATION OFFICER:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF ARIZONA    )  
  ) ss  
County of Maricopa    )

On this the \_\_\_\_\_ day of \_\_\_\_\_ 2009, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ who acknowledged that (s)he executed the foregoing for the purpose and consideration therein expressed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

**CITY OF GLENDALE  
PROGRAMMATIC AGREEMENT  
for  
HUD-FUNDED PROGRAM ACTIVITIES**

---

**Concurring Party: Maricopa County Consortium:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM:

\_\_\_\_\_  
County Attorney

STATE OF ARIZONA     )  
  ) ss.  
County of Maricopa     )

On this the \_\_\_\_\_ day of \_\_\_\_\_ 2009, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ who acknowledged that (s)he executed the foregoing for the purpose and consideration therein expressed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public



## Exhibit "A"

### City of Glendale Programmatic Agreement for Housing Rehabilitation Program

*The following standards shall apply to all single family / owner occupied rehab projects, taking into consideration economic and technical feasibility*

- 1) **Exterior Coverings:** (1) Retain and repair existing period exterior walls, including their materials and features (remove substituted siding and repair original); (2) Replace deteriorated components and replace same to match as close as possible; (3) When the severity of deterioration requires replacement of a feature, the new feature shall match the old in design, color, texture and where possible, materials; and (4) Where replacement with same material is cost prohibitive, alternative materials may be used (i.e.: new siding /stucco materials).
  
- 2) **Foundations:** (1) Retain and repair masonry, block, brick foundations, chimneys and exterior steps; (2) Remove deteriorated masonry, block, brick and replace to match original as close as possible; (3) When the severity of deterioration requires replacement of a feature, the new feature shall match the old in design, color, texture and where possible, materials; and (4) Where replacement with same material is cost prohibitive, alternative materials may be substituted or the feature removed permanently.
  
- 3) **Flatwork:** (1) Repair existing concrete, brick driveways/walkways with matching material and form; and (2) Replace driveways/walkways with aggregate gravel or concrete.
  
- 4) **Windows:** (1) Retain and repair significant sash and frames, including their materials and features; (2) If all or parts of a window are missing or too badly deteriorated to repair, remove any severely deteriorated components and replace them to match the original as closely as possible; (3) When the severity of deterioration requires replacement of a feature, the new feature shall match the old in design, color, texture and where possible, materials; and (4) Where replacement with same material is cost prohibitive, alternative materials, as indicated below, may be substituted. (i.e.: metal, dual glaze, energy-efficient type) to match the original in style as close as possible.
  
- 5) **Doors (Exterior):** (1) Retain and repair existing doors, including their materials and features; and (2) Replacement of door with

solid core metal type that matches characteristics of original as close as possible.

- 6) Exterior Trim:** (1) Retain and repair significant period trim work (door casings, cornice moldings, brackets, skirt boards and pilasters), including their materials and features (remove, if any, substituted siding and repair original); (2) Replace deteriorated components and replace them to match as close as possible; (3) Install new trim work, to match as close as possible original; and (4) Where replacement with same material is cost prohibitive, alternative materials may be substituted or the feature removed permanently.
- 7) Interior Wall Coverings:** (1) Repair existing wall coverings; and (2) Replace and install new drywall, with finished surface.
- 8) Doors (Interior):** (1) Retain and repair interior doors and frames, including their materials and features; and (2) Replacement of door with hollow core wood type that matches characteristics of original as close as possible.
- 9) Flooring:** (1) Repair wood flooring; and (2) Remove and install VCT floor tile in wet areas and FHA-approved carpet in all other areas.
- 10) Interior Trim:** (1) Retain and repair significant period trim work (door casings, corner blocks, chair rails, picture moldings and crown moldings), including their materials and features; (2) Replace deteriorated components, replace them to match as close as possible; and (3) Install new trim work throughout.
- 11) Cabinetry:** Replace with new cabinets, as approved by National Kitchen and Bath Association.
- 12) Countertops:** Replace with new countertop, Formica, Wilson Art, equal or better product.
- 13) Insulation:** Apply blown insulation into attic areas and batt insulation into exterior walls.
- 14) Lead:** (1) All residences built prior to 1978 shall be tested for Lead Base Paint; and (2) Residences testing positive for Lead Based Paint shall follow all HUD requirements per title 24 of the Code of Federal Regulations 24 CFR Part 35.

- 15) **Electrical work:** (1) Repair of existing system; and (2) New electrical system installed per 2006 International Residence Code or current adopted code.
- 16) **Plumbing work:** (1) Repair of existing system; and (2) New plumbing system installed per 2006 International Residence Code or current adopted code.
- 17) **Mechanical work:** (1) Repair of existing works; and (2) New mechanical system installed per 2006 International Residence Code or current adopted code.
- 18) **Roof:** (1) Replacement of existing clay tile, wood shake, metal or shingle type roof, with like roofing-type material; (2) Where replacement with like roofing-type material is cost prohibitive, program will install 20 year – 3 tab, self sealing shingles, over 30 lb. felt; or if necessary, (3) Referral to Glendale Roof Replacement Program.

## Exhibit "B"

### City of Glendale Programmatic Agreement for Emergency Home Repair Program

*The following standards shall apply to all single family / owner occupied Emergency Home Repair projects:*

**Emergency Repairs:**

- (1) Emergency electrical repair to primary residence wiring and service panel.\*
- (2) Emergency repair/replacement of existing heating/cooling equipment.\*
- (3) Emergency repair to stabilize building structures.\*
- (4) Emergency temporary roof repair for stick build dwellings and manufactured-home roofs.\*\*
- (5) Emergency repair/replacement of interior/exterior water supply lines.\*

\*- Referral to Rehabilitation Program.

\*\* - Referral to Roof Replacement Program.

## Exhibit "C"

### City of Glendale Programmatic Agreement for Roof Replacement Program

*The following standards shall apply to all single family / owner occupied Roof Replacement projects taking into consideration economic and technical feasibility.*

- (1) **Main Residence:** (1) Replacement of existing clay tile, shake or shingle pitched, with like type roofing material; (2) Where replacement with like type roof material is cost prohibitive, program will install roof 20 year - 3 tab self sealing shingles over 30 lb. felt.
- (2) **Patio Porches:** Replacement of existing rolled asphalt type roof w/ 90 lb. rolled asphalt roofing over 15 lb. felt.
- (3) **Flat roof (finished) additions:** Replacement of existing rolled roof w/ Modified Bitumen Membrane "Torch down" roof covering.
- (4) **Misc. roofing components:** (1) Repair of any/all damaged decorative fascia, to match as close as practicable to original; (2) When the severity of deterioration requires replacement of a feature, the new feature shall match the old in design, color, texture and where possible, materials; (3) Where replacement with same design features is cost prohibitive, program will Install new fascia, drip edge and flashing to industry standards or remove feature.

## Exhibit "D"

### City of Glendale

#### Programmatic Agreement for Exterior Improvement Programs

*The following standards shall apply to all single family / owner occupied Exterior Improvement projects taking into consideration economic and technical feasibility.*

- 1) **Painting:** Repainting of existing painted surfaces.
- 2) **Exterior Finish:** (1) Repair of existing siding, stucco, or other finish material to match existing as close as possible;(2) When the severity of deterioration requires replacement of a feature, the new feature shall match the old in design, color, texture and where possible, materials; or (3) Where replacement with same material is cost prohibitive, alternative materials, as indicated below may be substituted.
- 3) **Landscape** Installation of new xeriscape-type landscape materials.
- 4) **Flatwork:** (1) Repair of existing concrete, brick driveways/walkways with matching material and form; (2) Replace driveways walkways with new concrete; and (3) Where replacement with same material is cost prohibitive, alternative materials may be substituted.
- 5) **Fence:** (1) Repair existing wood/block or chain link fencing with like materials to match existing as close as possible; or if necessary,(2) Replace wood, block or chain link fencing with new wood, block or chain link materials.

## **Exhibit "E"**

### **City of Glendale**

### **Programmatic Agreement for Voluntary Demolition Program**

*The following standards shall apply to all single family / commercial Voluntary Demolition projects:*

- 1) Demolition:**
  - (1) Demolish homeowner-requested single family structures which are beyond economic repair and have no historical significance.
  - (2) Demolish property-owner-requested commercial structures, which are beyond economic repair and have no historical significance.

**Exhibit "F"**

**City of Glendale**

**Programmatic Agreement for Replacement Housing Program**

*The following standards shall apply to all single family / owner occupied Replacement Housing projects:*

- 1) Replacement Housing:** (1) Demolish existing structures which are beyond economic repair and have no historical significance and build new single family homes on existing properties.



## **Exhibit "G"**

### **City of Glendale**

#### **Programmatic Agreement for Home Modification Program-ABIL Program**

***The following standards shall apply to all single family / owner occupied Home Modification (ADA) projects and shall follow ADA Guidelines for Buildings and Facilities:***

Taking into consideration economic and technical feasibility, deteriorated exterior features shall be repaired rather than replaced:

- (1) **Ramps:** Installation of new wood, concrete or steel ramps to front or side entry doors of residence.
- (2) **Stairs:** Installation of new stairways, with continuous handrail on both sides to front or side entry doors of residence
- (3) **Bath Tubs:** Installation of new in-tub seat, grab bars, controls and shower units in to existing bath tub.
- (4) **Showers:** Installation of new seat, grab bars, controls, shower unit and wheelchair accessible shower stall.
- (5) **Toilets** Installation of new handicap toilets and grab bars.
- (6) **Doors:** Installation of new lever, push-type or U-shaped handles.  
Installation of new motorized door opener or closer.
- (7) **Sinks:** Installation of new wall mounted, wheelchair-accessible sinks and controls
- (8) **Kitchen Cabinets/  
Countertops:** Installation /modification of cabinets/countertops to accommodate wheelchair accessibility needs.

## Exhibit "H"

### City of Glendale

#### Programmatic Agreement for Neighborhood Stabilization Program

The following standards shall apply to all foreclosed, abandoned, blighted property eligible activities:

- Acquisition,
- Rehabilitation
- Conversion
- Construction of Housing Units
- Homeownership Assistance
- Infrastructure for housing as part of redevelopment
- Demolition
- Acquisition
- Land Banks
- Rental housing:
  - New construction
  - conversion
  - Acquisition
  - Rehabilitation

*Taking into consideration economic and technical feasibility, the following improvements may be made:*

- 1) **Exterior Coverings:** (1) Retain and repair existing period exterior walls, including their materials and features (Remove substituted siding and repair original); (2) Replace deteriorated components and replace them to match as close as possible; (3) When the severity of deterioration requires replacement of a feature, the new feature shall match the old in design, color, texture and where possible, materials; and (4) Where replacement with same material is cost prohibitive, alternative materials may be used. (i.e.: new siding /stucco materials).
- 2) **Foundations:** (1) Retain and repair masonry, block, brick foundations, chimneys and exterior steps; (2) Remove deteriorate masonry, block, brick and replace to match original as close as possible; (3) When the severity of deterioration requires replacement of a feature, the new feature shall match the old in design, color, texture and where possible, materials; and (4) Where replacement with same material is cost prohibitive, alternative materials may be substituted or the feature removed permanently.
- 3) **Flatwork:** (1) Repair of existing concrete, brick driveways/walkways with matching material and form; and (2) Replace driveways/walkways with aggregate gravel or concrete.

- 4) Windows:** (1) Retain and repair significant sash and frames, including their materials and features; (2) If all or parts of a window are missing or too badly deteriorated to repair, remove any severely deteriorated components and replace them to match the original as closely as possible; (3) When the severity of deterioration requires replacement of a feature, the new feature shall match the old in design, color, texture and where possible, materials; and (4) Where replacement with same material is cost prohibitive, alternative materials, as indicated below may be substituted. (i.e.: metal, dual glaze, energy efficient type) to match the original in style as close as possible.
- 5) Doors (Exterior):** (1) Retain and repair existing doors, including their materials and features; and (2) Replacement of door with solid core metal type that matches characteristics of original as close as possible.
- 6) Exterior Trim:** (1) Retain and repair significant period trim work (door casings, cornice moldings, brackets, skirt boards and pilasters), including their materials and features (Remove, if any substituted siding and repair original); (2) Replace deteriorated components and replace them to match as close as possible; (3) Install new trim work, to match as close as possible original; and (4) Where replacement with same material is cost prohibitive, alternative materials may be substituted or the feature removed permanently.
- 7) Interior Wall Coverings:** (1) Repair existing wall coverings; and (2) Replace and install new drywall, with finished surface.
- 8) Doors (Interior):** (1) Retain and repair interior doors and frames, including their materials and features; and (2) Replacement of door with hollow core wood type that matches characteristics of original as close as possible.
- 9) Flooring:** (1) Repair wood flooring; and (2) Remove and install VCT floor tile in wet areas and FHA-approved carpet in all other areas.
- 10) Interior Trim:** (1) Retain and repair significant period trim work (door casings, corner blocks, chair rails, picture moldings and crown moldings), including their materials and features; (2) Replace deteriorated component, replace them to match as close as possible; and (3) Install new trim work throughout.

- 11) **Cabinetry:** Replace with new cabinets as approved by the National Kitchen and Bath Association.
- 12) **Countertops:** Replace with new countertop, Formica, Wilson Art, equal or better materials.
- 13) **Insulation:** Apply blown insulation into attic areas and batt insulation into exterior walls.
- 14) **Lead:** (1) All residences built prior to 1978 shall be tested for Lead Base Paint; and (2) Residences testing positive for Lead Based Paint shall follow all HUD requirements per title 24 of the Code of Federal Regulations 24 CFR Part 35.
- 15) **Electrical work:** (1) Repair of existing; and (2) New electrical system installed per 2006 International Residence Code or current adopted code.
- 16) **Plumbing work:** (1) Repair of existing; and (2) New plumbing system installed per 2006 International Residence Code or current adopted code.
- 17) **Mechanical work:** (1) Repair of existing; and (2) New mechanical system installed per 2006 International Residence Code or current adopted code.
- 18) **Roof:** (1) Replacement of existing clay tile, wood shake, metal or shingle type roof, with like roofing type material; (2) Where replacement with like roofing type material is cost prohibitive, program will install 20 year – 3 tab, self sealing shingles, over 30 lb. felt; and (3) referral to Glendale Roof Replacement Program.



## Legislation Description

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**File #: 15-787, Version: 1**

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**RESOLUTION 5052: INDUSTRIAL COMMISSION OF ARIZONA SELF-INSURANCE RENEWAL AND SECURITY DEPOSIT EXEMPTION**

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

**Purpose and Recommended Action**

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the approval of 2016 workers' compensation trust fund Industrial Commission of Arizona (ICA) self-insurance renewal and exemption from posting a security deposit. This resolution states the city provides sufficient funding to cover liabilities for workers' compensation claims and allows ICA to waive the requirement to post a security deposit.

**Background**

A.R.S §11-981 allows for self-insurance of its workers' compensation benefits. The ICA requires self-insured entities to provide documentation of their claims and liabilities to be accepted as a self-insurer. The ICA approves continuation of self-insurance annually. The Statute requires that to obtain a self-insured status, a security deposit or letter of credit must be posted in an amount equal to 125% of its liabilities. ICA Rule R20-5-1114 allows public entities to be exempted from providing a security deposit:

- If they establish a self-insurance trust fund pursuant to A.R.S. §11-981
- Conduct an actuary report on an annual basis with a confidence level no less than 55%
- Maintain a balance above 125% of their liabilities
- Fund the trust sufficiently to cover actuarial liabilities in accordance with GASB #10
- Adequately fund the Trust to pay claims (above the minimum balance)
- Agree to notify the ICA if the Fund falls below the required minimum

The ICA asks for completion of the Workers' Compensation Liability Form which calculates the 125% security deposit. The completed form is attached. In addition the city provides documentation that supports the information which is detailed in the November 9, 2015 draft letter to ICA (also attached) and completes the Request for Exemption from Requirement to Post Statutory Deposit.

**Analysis**

The calculation for the 2016 security deposit is \$2,530,221. The Unaudited Statement of Revenues, Expenses and Changes in Fund Net Assets (Budget Basis), attached, indicates the Workers' Compensation Fund balance projected as of 10/31/15 is \$7,570,350. The Fund is adequately funded to meet the ICA requirements for self-insurance and waiving the posting of a security deposit.

The ICA also considers the actuarial report projection of the Fund balance needed to pay claims. If the actuarial report minimum balance is greater than the ICA minimum requirement, the Fund must be maintained at the greater amount. The actuarial report completed from data extrapolated to June 30, 2015 recommended a minimum Fund balance at a 55% confidence level totaling \$3,517,848. The Governmental Accounting Standards Board (GASB) Statement #10 is the generally accepted level to set accrued liabilities. The actuary forecasts the projection of claims payments that will fall within the forecast 5.5 out of 10 years. The actuarial forecast is more than the ICA minimum requirement. Therefore, the actuarial projected 55% confidence level would need to be maintained, which is \$3,517,848.

The Workers' Compensation Trust Fund Board met on November 18, 2015 and is recommending City Council adopt a resolution authorizing the approval of 2016 workers' compensation trust fund ICA self-insurance renewal and exemption from posting a security deposit.

**Previous Related Council Action**

Council passed, adopted and approved this action for the 2015 calendar year in November 2014.

**Community Benefit/Public Involvement**

Requesting a waiver of the security deposit saves the City from depositing additional funds with the ICA.

RESOLUTION NO. 5052 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, REQUESTING EXEMPTION FROM THE REQUIREMENT BY THE INDUSTRIAL COMMISSION OF ARIZONA TO POST SECURITY FOR THE CITY OF GLENDALE'S SELF-INSURED WORKERS' COMPENSATION CLAIMS.

WHEREAS, pursuant to the approved revised rules of The Industrial Commission of Arizona dated April 4, 2005, Section R20-5-1114, a statement is required from the City of Glendale, a chartered Arizona municipality and duly qualified Arizona Workers' Compensation self-insurer, requesting exemption from the requirements to post security for pending self-insured workers' compensation claims; and

WHEREAS, Glendale City Charter, Art. II, Sec. 1 provides the City Council with all powers of the City, not in conflict with the Constitution and subject to the limitations of the Charter, which shall be vested in the council, who shall enact appropriate legislation and do and perform any and all acts and things which may be necessary and proper to carry out these powers or any of the provisions of the Charter.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City of Glendale has a fully-funded workers' compensation trust fund sufficient to cover actuarial liabilities for workers' compensation as determined by the self-insurer in accordance with Glendale City Code Sec. 2-202(b) and the Government Accounting Standards Board Statement #10.

SECTION 2. That the City of Glendale provides funding to the workers' compensation trust fund each fiscal year sufficient to cover actuarial liabilities for workers' compensation as determined by the self-insurer in accordance with Glendale City Code Sec. 2-202(b) and the Government Accounting Standards Board Statement #10.

SECTION 3. That based upon the above statements, the City of Glendale meets the conditions required under subsection (A) of The Industrial Commission of Arizona Section R20-5-1114.

SECTION 4. That the City Manager or his designee shall immediately notify The Industrial Commission of Arizona and provide security as otherwise required by Section R20-5-1114, should the workers' compensation trust fund have insufficient funds to cover all workers' compensation liabilities of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of  
Glendale, Maricopa County, Arizona, this            day of            , 2015.

\_\_\_\_\_  
M A Y O R

ATTEST:

\_\_\_\_\_  
City Clerk            (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
Acting City Manager

r\_risk\_ica.doc



November 9, 2015

Industrial Commission of Arizona  
Attn: Renee Pastor  
Self-Insurance Manager  
800 W. Washington  
Suite 301  
Phoenix, AZ 85007

RE: 2016 Self-Insurance Renewal Request and Request for Exemption from Requirement to Post Statutory Deposit

Dear Ms. Pastor:

The City of Glendale submits its documentation for self-insurance authority. The City of Glendale, a public entity, meets the condition required under R20-5-1114 (A). A resolution was passed by the City Council on December 18, 2015, meeting the conditions outlined in R20-5-1114(A). I have provided the Council Report and a copy of the unsigned resolution. A copy of the resolution will be provided to the Commission once it is signed.

1. Attached is the complete Workers' Compensation Liability form, accompanied by a loss run that supplies individual claim backup information. The evaluation date is October 31, 2015.
2. Attached is the City of Glendale's loss run, referenced above.
3. The City of Glendale is a public entity and will be requesting an exemption to post the security deposit under item 6, below.
4. A copy of the City Excess insurance policy is attached. The completed Excess Recovery Claims form, as well as a copy of the 2015 electronic mail requesting excess reimbursement is attached.
5. Attached is the UNAUDITED Statement of Revenues, Expenses and Changes in Fund Net Assets - Budget Basis for the period 7/1/15 through 10/31/15. The City's trust fund balance is \$7,570,350. The City's Annual Financial Report (CAFR) will be available December, 2015. We will provide the database link to access the report when it is published.

6. The City is requesting continuing an exemption from positing required security deposit pursuant to Rule 20-5-1114. The City has an established trust fund for payment of workers' compensation claims in accordance with City Ordinance Chapter 2, Administration, Article V., Financial Affairs, Division 5, Risk Management Trust Fund and Workers' Compensation Trust Fund.
7. The CAFR will be available December 2015. When it becomes available it can be found at [www.glendaleaz.com/finance](http://www.glendaleaz.com/finance). When done, we will provide you with the report.
8. The City of Glendale's denial rate did not exceed 12% of the claims filed.
9. The City of Glendale has 2,498 employees.
10. The City's Third Party Administrator:  
CorVel Corporation  
1850 North Central Avenue, #1200  
Phoenix, AZ 85004  
Tel. 602-288-1838 Fax 866-392-2919
11. The City of Glendale points of contact:

Dianne Shoemake Risk Manager 5850 West Glendale Avenue Glendale, AZ 85301 Tel.: (623) 930-2856 Fax: (623) 915-2697 <a href="mailto:dshoemake@glendaleaz.com">dshoemake@glendaleaz.com</a>	Lorena Sanchez-Zumph Risk & Safety Analyst 5850 West Glendale Avenue Glendale, AZ 85301 Tel.: (623) 930-2857 Fax: (623) 847-5322 <a href="mailto:lsanchez@gendaleaz.com">lsanchez@gendaleaz.com</a>
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12. The Commission determined the City of Glendale's 2014 EMF at 0.89.
13. The City of Glendale conducts an annual actuary report. Attached is actuarial study conducted by AON Risk Consultants as of June 30, 2015. A mid-year analysis through December 31, 2015 will be conducted in February, 2016.
14. The City of Glendale CAFR recommends a 55% confidence level.
15. The City of Glendale uses 0.51% discount percentage for investment returns.

We would be glad to discuss any concerns that you have, answer any questions or provide additional documentation regarding the administration of the Workers' Compensation Trust Fund.

Sincerely,

Dianne Shoemake  
Risk Manager

Enclosures:

Council Report, 12/08/2015

Signed Resolution (approved 12/08/2015) to be provided once signed

Workers Compensation Liability Form

Open Loss Run

Excess Recover Claims form

Excess Insurance Policy

Letter to Excess Carrier

Unaudited Statement of Revenues, Expenses and Changes in Fund Net Assets – Budget Basis

Actuarial Report - AON Risk Consultants



## INDUSTRIAL COMMISSION OF ARIZONA WORKERS' COMPENSATION LIABILITY FORM

1. NAME OF SELF-INSURER: CITY OF GLENDALE
2. EMPLOYEE COUNT 2498 Total Employee Count from prior anniversary date to current (W-2 count to include all full & part time employees that worked regardless of whether or not they are still employed). Explain decrease from prior year on separate cover.

3. SECURITY DEPOSIT CALCULATION

(Number of Claims, Incurred Liability and Paid amounts must be calculated from the Effective Date of Self-Insurance Authority to the present date):

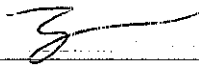
A	B	C	D	E	F	G	H
Total Amount of Open Claims	Incurred Medical	Paid Medical	Total Medical Owed (B - C = D)	Incurred Comp.	Paid Comp.	Total Comp. Owed (E - F = G)	TOTAL ALL CLAIMS (D + G = H)
110	4,320,478	3,283,619	1,036,859	4,034,313	1,471,879	2,562,434	3,599,293

Total Owed from Column H:	\$ 3,599,293
Excess insurance reimbursement amount expected:	\$ 1,575,116
Net remaining liability:	\$ 2,024,177
Multiply by 125%:	\$ 2,530,221
Calculated Security Deposit: (minimum security deposit \$100,000.00)	\$ 2,530,221

4. Name of Excess Insurance Carriers providing reimbursement: (provide detailed report with carrier name, SIR amount, claimant names, DOI and claim number, reimbursement amount requested)

(List the Policy Year(s) of Reimbursement taken) See Attached

I, Tom Duensing, attest that there is no affiliate relationship between the self-insurer and the excess insurance carrier and to the truthfulness of the above information.

Self-Insurers Authorized Representative Signature: 

Printed Name/Title: Tom Duensing, Finance and Technology Director

DATE: 11/12/2015

\* Must be signed by Designated Officer

**UNAUDITED**

City of Glendale, Arizona

Workers Compensation

Statement of Revenues, Expenses and Changes in Fund Net Assets - **Budget Basis**

For the Period 7/1/15 - 10/31/15

	7/01/15 - 10/31/15	7/01/14 - 06/30/15
Operating revenues:		
Self-Insurance premiums	\$ 766,609	\$ 1,894,150
Operating expenses:		
Administrative and general	32,784	0
Insurance claims and premiums	558,993	1,335,080
Operating income (loss)	174,832	559,070
Nonoperating revenues (expenses):		
Investments	11,963	28,928
Miscellaneous Revenues	12,208	49,789
Other Fees	-	30,013
Operating Transfer In	0	-
Operating Transfer Out	0	-
Total nonoperating revenues	24,171	108,729
Net income (loss)	199,003	667,799
Net Assets, July 1, 2014		6,703,548
Net Assets, July 1, 2015	7,371,347	\$ 7,371,347
Net Assets October 31, 2015	\$ 7,570,350	



## Legislation Description

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**File #: 15-810, Version: 1**

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**RESOLUTION 5053: AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE TOHONO O'ODHAM NATION FOR DETENTION SERVICES**

Staff Contact: Debora Black, Police Chief

**Purpose and Recommended Action**

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to enter into an Intergovernmental Agreement (IGA) with the Tohono O'odham Nation for detention services.

**Background**

The Tohono O'odham Nation does not have the facilities to provide prisoner detention. Through this IGA, the Glendale Police Department (GPD) detention facility will receive Tohono O'odham Nation arrestees for booking, detention, and incarceration. The Tohono O'odham Nation will be responsible for transporting arrestees to the GPD detention facility. GPD will supply safekeeping, care, and maintenance of arrestees. If a Tohono O'odham Nation arrestee is ordered to serve more than 48 hours in detention, GPD may transport the arrestee to a Maricopa County facility, and the Tohono O'odham Nation agrees to pay all costs imposed by Maricopa County for the arrestee.

The City of Glendale has a similar IGA in place with the City of Peoria to provide detention and weekend court services for Peoria Police Department arrestees. It is not anticipated that the number of arrestees from the Tohono O'odham Nation will overload or impact the capacity of the GPD jail.

**Analysis**

The services provided by the GPD detention facility will be billed to the Tohono O'odham Nation at a rate of \$127.61 per inmate per day. If approved, the term of the IGA shall be for one (1) year, commencing on December 15, 2015 and ending on December 31, 2016. The IGA states that it may be renewed upon its expiration for an additional one year term upon mutual written agreement of the City of Glendale Police Chief and the Tohono O'odham Nation Police Chief. The IGA further states that if the City of Glendale establishes new rates, both parties shall renegotiate the terms of the agreement. Staff is requesting Council adopt the proposed resolution authorizing the Acting City Manager to enter into an IGA with the Tohono O'odham Nation for detention services.

**Previous Related Council Action**

On April 28, 2015, City Council adopted a resolution authorizing the City Manager to enter into a Mutual Protection and Law Enforcement Agreement between the Tohono O'odham Nation and the City of Glendale.

**Budget and Financial Impacts**

There are no costs incurred as a result of this action. All revenue will be deposited into the General Fund.

RESOLUTION NO. 5053 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF  
GLENDALE, MARICOPA COUNTY, ARIZONA,  
AUTHORIZING AND DIRECTING THE ENTERING INTO OF  
AN INTERGOVERNMENTAL AGREEMENT WITH THE  
TOHONO O'ODHAM NATION FOR DETENTION SERVICES.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof than an Intergovernmental Agreement between the City of Glendale and the Tohono O'odham Nation for detention 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 City Manager or designee and the City Clerk be authorized and directed to execute and deliver any and all necessary documents 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            day of            , 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk            (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
Acting City Manager



INTERGOVERNMENTAL AGREEMENT  
FOR DETENTION SERVICES  
BETWEEN  
THE CITY OF GLENDALE AND TOHONO O'ODHAM NATION

THIS AGREEMENT is made and entered into the \_\_\_\_ day of December, 2015 by and between the City of Glendale ("Glendale") and the Tohono O'odham Nation ("Nation"); and

WHEREAS, Glendale, through the Glendale Police Department, provides police protection services for the City of Glendale, Arizona, and owns, maintains and contracts for detention facilities for the incarceration of its prisoners; and

WHEREAS, Nation does not have the facilities to provide prisoner detention, and wishes to enter into an Intergovernmental Agreement with Glendale whereby the Glendale Police Department and members of their staff will furnish to Nation certain detention services; and

WHEREAS, Nation wishes to contract with Glendale for the performance of hereinafter described detention services by Glendale through the Glendale Police Department thereof; and

WHEREAS, Glendale by virtue of and pursuant to the provisions of A.R.S § 11-951, et seq., and A.R.S § 13-3871, et seq., and the Nation, by virtue of and pursuant to the authority contained under the Tohono O'odham Constitution, Article VI, Section 1(f) and Section 1.3 of the Nation's Criminal Code, do hereby enter into this Agreement in order to more efficiently and economically facilitate their capabilities to provide for the maximum amount of protection for public health, safety and welfare of their citizens; and

NOW, THEREFORE, in consideration of the usual covenants contained herein, Glendale and Nation agree as follows:

1. DETENTION SERVICES. Glendale through the Glendale Police Department agrees to receive Nation arrestees for booking, detention, and incarceration. Glendale will supply safekeeping, care and maintenance of persons arrested by Nation and booked into Glendale detention system at a rate of \$127.61 per inmate per day. If a Nation arrestee is ordered to serve more than 48 hours in Glendale, Glendale Police may transport Nation arrestees to a Maricopa County facility, and

Nation agrees to pay all costs imposed by Maricopa County for such arrestee. In furtherance of their duties and responsibilities contained in this Agreement, Glendale and Glendale Police will provide, inter alia, the facilities, personnel, and other necessary items to fulfill duties and responsibilities as set forth herein. In addition, Glendale will notify victims of arrestees' release from Glendale.

1.1 PRISONER TRANSPORT. Nation shall be responsible for transporting prisoners to the Glendale Police Department Detention Facility. In the event that the Nation is unable to transport prisoners to the Glendale Detention Facility, the Nation may request the Glendale Police Department to transport the prisoners at a cost of fifty dollars (\$50) per transport.

2. ADDITIONAL SERVICES. During the term of this agreement, if Nation desires additional services, Nation will notify Glendale of the additional services desired by Nation, and Glendale will consider the request from Nation. Should Glendale and Nation reach an agreement with respect of such additional detention services and the cost thereof, then Glendale and Nation shall adopt respective resolutions approving the additional services to be performed by Glendale Police and the cost thereof to be paid by Nation to Glendale. Glendale has no obligation to accept any request for additional services from Nation.

3. TERMS OF AGREEMENT. Either party may terminate this Agreement by notice in writing to the other party of not less than ninety (90) calendar days prior to the date of such termination.

3.1 Nation agrees to pay Glendale the rates as set forth in Sections 1 and 2 above for the services provided. Prisoners will not serve time longer than 48 hours consecutively in the Glendale City Detention Facility. The rates will not be subject to change during the period of this Agreement except as provided for in Section 3.3 below or for additional services pursuant to Section 2 above. It is further agreed that the number of prisoner days will be submitted to Nation by Glendale on a monthly basis.

3.2 The term of the Agreement shall be for one (1) year, commencing on December 15, 2015 and ending on December 31, 2016 (initial term). Unless terminated in accordance with Section 4 of this Agreement, the agreement may be renewed upon its expiration for

additional one (1) year term by the mutual written agreement of the City of Glendale Police Chief and Nation's Police Chief.

- 3.3 If during the term of this Agreement, or an extension thereof, Glendale establishes new rates, Nation shall continue to pay the previous per diem rate for a period of ninety (90) days, during which time Nation and Glendale shall renegotiate the terms of this Agreement. If, at the end of ninety (90) days, a new Agreement has not been reached, Nation shall be responsible under the terms of this Agreement for payment at the new rates for those Nation prisoners then in the care and custody of Glendale Police.
- 3.4 Nation understands and agrees that the calculation of the number of days a prisoner is incarcerated will include the first day of a Nation prisoner's incarceration, or any part of that day. The final days of incarceration shall not be included in the calculation unless the first and last day of a Nation prisoner's incarceration coincides. For the purpose of this Agreement, an incarceration day will begin at 12:00 p.m., and end at 11:59 a.m. The minimum billing for a Nation prisoner who is booked into the Glendale Detention Facility is one day.
- 3.5 All charges, costs, fees, expenses, and/or financial responsibilities under this Agreement, will be paid by Nation within sixty (60) calendar days of billing from Glendale. Failure to pay within sixty (60) days of billing may result in cancellation of this Contract at the sole discretion of Glendale without further notice.
- 3.6 Nation and Glendale may audit each other's records pertaining to Nation prisoners maintained by Glendale Police pursuant to the terms of this Agreement. Each party, prior to conducting an audit, must give thirty (30) days' notice to the other party. If as a result of this audit, the fees, charges or other billable items as discussed in the Agreement are in excess or understated, then appropriate adjustments are to be made, and Nation agrees to pay Glendale the amount due on the next monthly billing or Glendale shall credit the amount due to Nation upon the next monthly billing until the adjusted amount is balanced, whichever is appropriate.

3.7 Nation and Glendale agree that each shall use their best efforts to cooperate with each other, and in sharing information in order to reduce delay, duplication of effort and data, and attempt to reduce the cost of booking, detention, incarceration, and court services of prisoners in the Glendale Police detention system.

4. STANDARD OF TREATMENT. Nation prisoners will be held in the same manner as Glendale prisoners. Male and female prisoners will be segregated according to law. Nation prisoners will not be permitted to leave the Glendale Police detention system for any reason except when authorized by law. No person confined in the Glendale Police detention system shall be subjected to discrimination in any manner or form because of race, color, sex, religion, age, handicap, or national origin. Nation prisoners will be subject to the same rules and regulations as Glendale prisoners. Nation prisoners may consult with attorneys and have the same privileges as Glendale prisoners.

5. MEDICAL CARE AND TREATMENT.

5.1 Pre-incarceration Medical Care & Treatment of Nation Prisoners. Nation understands that it is ultimately responsible for transporting arrestees to obtain pre-incarceration medical treatment. Glendale will not assume, and Nation holds Glendale harmless for, any financial responsibility for providing medical care and treatment of Nation prisoners prior to their being incarcerated in the Glendale Police detention facility (or following incarceration as stated in Section 5.2). Glendale Police reserves the right to refuse any Nation arrestees based on medical or psychiatric reasons.

5.2 Medical Care & Treatment of Nation Prisoners During Incarceration. After a Nation prisoner is incarcerated in the Glendale Police detention facility, Glendale Police will arrange for medical care and treatment to Nation prisoners in the same manner as all Glendale prisoners. Nation Police will be responsible for the escorting of Nation arrestees to the proper medical facility. Nation is financially responsible for any and all medical care and treatment incurred by Nation prisoners incarcerated in Glendale facilities. The assumption of financial responsibility under this Section is intended solely to allocate responsibility as between Nation and Glendale; it is not intended to, nor does it, relieve any prisoner or

other third party of liability for such medical care and treatment. However Glendale will assume financial responsibility for the medical care and treatment of a Nation prisoner made necessary by the negligent or intentional conduct of Glendale, its employees, or agents, unless Nation's negligent or intentional conduct also caused the need for medical care and treatment of a Nation prisoner, in which case financial responsibility is apportioned between Glendale and Nation according to their respective liability.

Glendale will notify Nation of any medical care and treatment prior to incurring the same, unless emergency care is required and such prior notice is not feasible. If emergency treatment is necessary, Glendale shall secure such necessary special medical care and treatment, including hospital services, without prior notice to Nation but shall notify Nation at the earliest practical time.

Notice of medical care and treatment under this Section 5.2 may be given verbally, either in person or by telephone and Nation's decision to retain custody, or release the prisoner from custody, may be given verbally in person by a law enforcement officer of Nation who exhibits a valid identification card or fax or teletype to the Glendale Police Department. If fax or teletype is used then Nation's decision must be communicated on an official document of Nation. Verbal notice under this paragraph shall be confirmed in writing by the parties delivered personally to the recipient within twenty-four (24) hours of the original verbal communication, or in cases involving Nation holidays, within twenty-four (24) hours of the last day of the holiday period.

Written notice of medical care and treatment shall be given to:

Nation	Glendale
Chief of Police	Chief of Police
Nation Police Department	Glendale Police Department
P.O Box 830	6835 N. 57 <sup>th</sup> Drive
Sells, Arizona 85634	Glendale, Arizona 85301

Charges to Nation by Glendale for medical care and treatment shall be treated separately and shall constitute a separate and additional

fee or expense, and Nation will promptly pay the charges upon receipt of a bill, invoice or other statement containing the charges. More specifically, Nation agrees that in the event that a Nation prisoner receives medical treatment, Nation will be responsible for all costs incurred for such care and treatment of Nation prisoner, unless otherwise specified in this Agreement.

6. INSURANCE. The parties hereto agree to secure and maintain insurance coverage for any and all risks which may arise out of the terms, obligations, operations, and actions as set forth in this Agreement, including by not limited to public entity insurance. This insurance may be fulfilled by acquisition of insurance or the maintenance and operation of a self-insurance program. Insurance maintained by the parties to this Agreement must contain provisions whereby the other party to this Agreement is provided a certificate of insurance/self-insurance.

7. APPLICABLE LAW. This Agreement is to be construed according to the Law of the State of Arizona.

8. AMENDMENTS. The parties understand and specifically agree that the terms of this Agreement may be amended from time to time only upon written mutual agreement by each party and that such amendments are to be integrated into this Agreement.

9. INTEGRATION. This Agreement is the sole understanding and agreement by the parties hereto and supersedes any other written and/or oral agreement relative to the subject matter of this Agreement.

10. FACILITIES AND PERSONNEL. All personnel affected by this Agreement will continue to be employed and supervised by their respective agency. All facilities and equipment will continue to be controlled by the agency of original origin.

Glendale Police agrees to supply Nation Police with twenty-four (24) hour access to the Glendale Police detention facility. Glendale Police agrees to furnish Nation Police with sufficient number of magnetic security access cards to facilitate access at a cost of \$8.00 per card. Once purchased, these cards become the property of Nation. Nation agrees to maintain records of cards issuance, and agrees to notify Glendale Police immediately of any lost or stolen magnetic security access cards.

The personnel of Glendale Police and Nation Police will not for any purpose be considered employees or agents of Nation or Glendale (respectively). The parties assume full responsibility for the actions of their own personnel while performing services under this Agreement, and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding income taxes and social security), worker's compensation and disability benefits.

11. INDEMNITY BY NATION. Nation to the extent permitted by law, agrees to indemnify and save harmless Glendale, or any of its departments, agencies, elected officials, officers or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition, or event arising out of the performance of the provisions of this Agreement. Glendale shall in all instances be indemnified against all liability, losses, or damage of any nature for or on account of any injuries or death of persons or damages to or destruction of property arising out of or in any way connected with the performance of this Agreement, except when such injury or damages shall have been by the negligence or intentional conduct of Glendale.

12. INDEMNITY BY GLENDALE.

12.1 Glendale to the extent permitted by law, agrees to indemnify and save harmless Nation, or any of its departments, agencies, officers or employees, from and against all loss, expense, damage, or claim of any nature whatsoever which is caused by any activity, condition, or event arising out of the performance of the provisions of this Agreement. Nation shall in all instances be indemnified against all liability, losses, or damages of any nature for or on account of any injuries to or death of persons or damages to or destruction of property arising out of or in any way connected with the performance of this Agreement, except when such injury or damages shall have been occasioned by the negligence or intentional conduct of Nation.

12.2 Glendale acknowledges that it will retain complete and exclusive control over the operation of the court facilities, jail, conditions of incarceration, number of inmates incarcerated and maintenance of the jail. Glendale agrees specifically to indemnify Nation against all liability, losses, damages, costs, attorney's fees or claims of any nature arising out of any claim by inmates of the jail alleging violation of their civil or constitutional rights due to conditions of

incarceration or acts by Glendale, its departments, agencies, officers and employees in the operation of the jail.

13. ATTORNEY'S FEES. In the event of any litigation or other proceeding concerning this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

14. CONFLICTS OF INTEREST. This Agreement may be cancelled for conflict of interest by either party in accordance with A.R.S. § 38-511.

15. JURISDICTION. Except as specifically provided in this Agreement, nothing in this Agreement shall be construed to cede any jurisdiction of either party or to waive any immunities from suit or any other immunity possessed by a party.

[SIGNATURES ON THE FOLLOWING PAGE.]



IN WITNESS WHEREOF, this Agreement has been executed and approved by the parties and persons whose signatures appear below.

TOHONO O'ODHAM NATION

CITY OF GLENDALE, a political  
subdivision of the State of Arizona

By: \_\_\_\_\_  
Edward D. Manuel  
Tohono O'odham Nation

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Pam Hanna  
City Clerk

Date: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Laura Berglan  
Acting Attorney General  
Tohono O'odham Nation

By: \_\_\_\_\_  
Michael D. Bailey  
City Attorney  
City of Glendale



## Legislation Description

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**File #: 15-788, Version: 1**

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**ORDINANCE 2971: ADOPT AN ORDINANCE ADDING SECTION 27-56 TO ARTICLE III DIVISION 2 OF CHAPTER 27 OF THE GLENDALE MUNICIPAL CODE TO IMPOSE REQUIREMENTS ON THE OPERATION OF BOTH MODEL AIRCRAFT AND CIVIL UNMANNED AIRCRAFT SYSTEMS (UAS), COMMONLY KNOWN AS DRONES**

Staff Contact: Debora Black, Police Chief

### **Purpose and Recommended Action**

This is a request for City Council to waive reading beyond the title and adopt an ordinance adding Section 27-56 to Article III Division 2 of Chapter 27 of the Glendale Municipal Code to impose community-based safety requirements on the operation of Model Aircraft and to impose restrictions consistent with certain Federal Aviation Rules on the operation of both Model Aircraft and Civil Unmanned Aircraft Systems (UAS), commonly known as drones.

### **Background**

One million drones are expected to be sold in the United States this year. The federal government effectively regulates commercial drone uses, but technology has bypassed the law with respect to hobby uses. Neither federal nor state law provides effective regulation of hobby drone uses. Although Federal Aviation Administration (FAA) regulations, including control of airspace surrounding airports, and temporary flight restrictions are in place, under existing law, when violations occur, police response is limited to reporting the violations to the FAA.

While the safety and security of Luke Air Force Base (LAFB) and the Glendale Municipal Airport has always been a Glendale priority, midair collisions involving drones, with commercial and private planes, are a growing concern. Threats to public safety, particularly at NFL games and Mega Events; and interference with Police, Fire, and Helicopter Air-Medical Logistics Operations (HALO) medevac are also concerns. In addition, there is a concern for infringement on privacy by hobby drone users. The capabilities and the availability of drones are rapidly expanding, as the cost of this technology is steadily decreasing. Although there are laws in place to respond to incidents after they occur; there are no effective laws or regulations in place to proactively mitigate the risk posed by the unrestricted hobby use of drones.

### **Analysis**

New and more efficient tools are required for police to effectively address the quickly emerging risks. Representatives of the Police, Fire, the Municipal Airport, Water Services, Public Works and Community Services Departments met and discussed their pertinent concerns and views. Concerns for public safety, security, and privacy were identified as shared concerns, as was respect for responsible hobby users. Imposing community-based safety requirements on the operation of Model Aircraft and imposing restrictions on the operation of both Model Aircraft and Civil UAS, consistent with Federal Aviation Rules, was determined

necessary to mitigate such risks and to protect the public from the hazards associated with the operation of Unmanned Aircraft.

Information was provided to Council with consensus to move forward with an ordinance regulating the use of Drones. The draft ordinance was vetted through LAFB personnel who concur with the safety requirements and restrictions. Staff is requesting Council adopt the proposed ordinance adding Section 27-56 to Article III Division 2 of Chapter 27 of the Glendale Municipal Code to impose community-based safety requirements on the operation of Model Aircraft and to impose restrictions consistent with certain Federal Aviation Rules on the operation of both Model Aircraft and Civil UAS, commonly known as drones.

### **Previous Related Council Action**

At the October 20, 2015 workshop, staff presented information to City Council regarding the non-commercial hobby use of unmanned aircraft vehicles/systems (drones) within city limits and the potential need for regulation.

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

Thoughtful local regulation of drones within city limits will mitigate risk of injury to persons and damage to property resulting from inappropriate hobby users. It will also enhance privacy.

### **Budget and Financial Impacts**

There is no fiscal impact to the City.

ORDINANCE NO. 2971 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING GLENDALE CITY CODE CHAPTER 27, ARTICLE III, DIVISION 2 BY ADDING A NEW SECTION 27-56 TO IMPOSE COMMUNITY-BASED SAFETY REQUIREMENTS ON THE OPERATION OF MODEL AIRCRAFT; IMPOSE RESTRICTIONS CONSISTENT WITH CERTAIN FEDERAL AVIATION RULES ON THE OPERATION OF BOTH MODEL AIRCRAFT AND CIVIL UNMANNED AIRCRAFT SYSTEMS (UAS), COMMONLY KNOWN AS DRONES; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the operation of Unmanned Aircraft such as Model Aircraft and Civil UASs can potentially pose a hazard to full-scale aircraft in flight and to persons and property on the ground; and

WHEREAS, imposing community-based safety requirements on the operation of Model Aircraft and imposing restrictions on the operation of both Model Aircraft and Civil UASs consistent with Federal Aviation Rules is necessary to mitigate such risks and to protect the public from the hazards associated with operation of Unmanned Aircraft.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That Glendale City Code Chapter 27, Article III, Division 2 is hereby amended by adding a new Section 27-56 which shall read as follows:

Sec. 27-56. Unmanned Aircraft Systems.

(a) For the purpose of this section:

- (1) “Unmanned Aircraft” means an aircraft, including, but not limited to, an aircraft commonly known as a drone, that is operated without the possibility of direct human intervention from within or on the aircraft.
- (2) “Unmanned Aircraft System” Means an Unmanned Aircraft and associated elements, including, but not limited to, any communication links and components that control the Unmanned Aircraft.
- (3) “Person” means a corporation, firm, partnership, association, organization and any other group acting as a unit, as well as an individual.

- (4) “Model Aircraft” means an Unmanned Aircraft or Unmanned Aircraft System operated by any Person strictly for hobby or recreational purposes.
- (5) “Civil UAS” means an Unmanned Aircraft or Unmanned Aircraft System operated by any Person for any purposes other than strictly hobby or recreational purposes, including, but not limited to, commercial purposes or in furtherance of, or incidental to, any business or media service or agency.
- (6) “Public UAS” means an Unmanned Aircraft or Unmanned Aircraft System operated by any public agency for government related purposes.

(b) The following shall apply to the operation of any Model Aircraft within the City of Glendale:

- (1) No Person shall operate any Model Aircraft within the City of Glendale and within five (5) miles of Luke Air Force Base (“Luke”) or an airport without the prior express authorization of the Luke or airport air traffic control tower.
- (2) No Person shall operate any Model Aircraft within the City of Glendale and within three (3) miles of the University of Phoenix Stadium on National Football League game days, or on any other days, in violation of a Temporary Flight Restriction (TFR) or a notice to airmen (NOTAM) issued by the Federal Aviation Administration.
- (3) No Person shall operate any Model Aircraft within the City of Glendale in a manner that interferes with manned aircraft, and shall always give way to any manned aircraft.
- (4) No person shall operate any Model Aircraft within the City of Glendale in a manner that interferes with police or firefighter operations.
- (5) No Person shall operate any Model Aircraft within the City of Glendale beyond the visual line of sight of the person operating the Model Aircraft. The operator must use his or her own natural vision (which includes vision corrected by standard eyeglasses or contact lenses) to observe the Model Aircraft. People other than the operator may not be used in lieu of the operator for maintaining visual line of sight. Visual line of sight means that the operator has an unobstructed view of the Model Aircraft. The use of vision-enhancing devices, such as binoculars, night vision goggles, powered vision magnifying devices, and goggles or other devices designed to provide a “first-person view” from the model, do not constitute the visual line of sight of the person operating the Model Aircraft.

- (6) No Person shall operate any Model Aircraft within the City of Glendale other than during daylight hours defined as between official sunrise and official sunset for local time.
- (7) No Person shall operate any Model Aircraft within the City of Glendale more than four hundred (400) feet above the ground.
- (8) Excluding takeoff and landing, no Person shall operate any Model Aircraft within the City of Glendale closer than fifty (50) feet to any individual, except the operator or the operator's helper(s).

(c) The following shall apply to the operation of any Model Aircraft or Civil UAS within the City of Glendale:

- (9) No Person shall operate any Model Aircraft or Civil UAS within the City of Glendale in a manner that is prohibited by any federal statute or regulation governing aeronautics.
- (10) No Person shall operate any Model Aircraft or Civil UAS within the City of Glendale in violation of any temporary flight restriction (TFR) or notice to airmen (NOTAM) issued by the Federal Aviation Administration.
- (11) No Person shall operate any Model Aircraft or Civil UAS within the City of Glendale in a careless or reckless manner so as to endanger the life or property of another. The standard for what constitutes careless and reckless operation under this section shall be the same as the standard set forth in any federal statutes or regulations governing aeronautics including but not limited to Federal Aviation Rule 91.13.3.

(d) It shall be unlawful for any Person to violate or fail to comply with this section. Any Person violating the provisions of this section shall be guilty of a misdemeanor and subject to the provisions of Subsection (f) of this section.

(e) This section shall not apply to any Public UAS operated pursuant to, and in compliance with, the terms and conditions of any current and enforceable authorization granted by the Federal Aviation Administration.

(f) A violation of Sec. 27-56 shall be a misdemeanor. A person convicted for a first offense of a violation of Sec. 27-56 shall be punished by a fine of not less than two hundred fifty dollars (\$250.00). A person convicted of a second violation of Sec. 27-56 shall be punished by a fine of not less than five hundred dollars (\$500.00). A person convicted of a third or subsequent violation of Sec. 27-56 shall be punished by a fine not less than one thousand dollars (\$1,000.00). The maximum fine for a violation of Sec. 27-56 shall not exceed one thousand five hundred dollars (\$1,500.00).

SECTION 2. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 3. That the provisions of this ordinance shall become effective thirty (30) days after passage of this ordinance by the Glendale City Council.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this            day of            , 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk            (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
Acting City Manager  
o\_pd\_drones.doc



## Legislation Description

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**File #:** 15-793, **Version:** 1

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**AUTHORIZATION TO UTILIZE FORM LICENSE AGREEMENT AS NEEDED TO FACILITATE ANY NECESSARY USE OF CITY PROPERTY FOR COLLEGE FOOTBALL PLAYOFF ACTIVITIES**

Staff Contact: Michael D. Bailey, City Attorney

**Purpose and Recommended Action**

This is a request for City Council to authorize the City Manager to execute any number of License Agreements that may be necessary to allow the use of City property to support activities or opportunities associated with College Football Playoff National Championship. This authorization request is for a limited duration to automatically expire January 15, 2016.

**Background**

The City of Glendale will be host to the College Football Playoff National Championship game on January 11, 2016. In addition to officially sanctioned events and activities taking place at the University of Phoenix Stadium in association with the game, there will be a variety of events and activities taking place in the Sports and Entertainment District. The City owns and controls a variety of properties in the Sports and Entertainment District including, but not limited to the Glendale Media Center, parking lots, public right of way, roadways, and conduit. In order to effectively facilitate activities and opportunities in a timely manner, the use of a Form License Agreement is necessary to allow the use of City property while protecting the city's assets. During Super Bowl XLIX, the city executed a total of five (5) license agreements associated with the use of city property.

**Analysis**

The use of a Form License Agreement positions the City of Glendale to be responsive to the needs of the community, event producers, and our partners while providing the city with indemnification and insurance provisions to protect city assets.

**Previous Related Council Action**

On January 27, 2015, the Glendale City Council approved the use of this Form License Agreement authorizing the use of City property for a limited duration that expired on February 15, 2015.

**Community Benefit/Public Involvement**

Supporting regional efforts to attract and host successful national events in our community and being positioned to be responsive and proactive supports local, regional, and state objectives which are all aligned to enhance the economy, attract visitors, and increase commerce in an effort to improve the quality of life for all Arizonans.



**Budget and Financial Impacts**

There will be no costs the city associated with the execution of any Form License Agreements for the use of City property.

## LICENSE AGREEMENT

This LICENSE AGREEMENT ( “**Agreement**”) is made and entered into by and between the City of Glendale, an Arizona Municipal Corporation (“**City**”) and \_\_\_\_\_ (“**Licensee**”) (collectively “**Parties**”) to be effective on the date it is fully executed by all Parties.

### RECITALS

A. The City is the owner of certain real property located at \_\_\_\_\_, Glendale, Arizona, (“**License Area**”) more fully described in Exhibit A attached hereto and will be licensed for use pursuant to this Agreement.

B. Licensee and City desire for Licensee to use the License Area to provide \_\_\_\_\_ in accordance with the terms set forth below.

C. Licensee and City desire to memorialize their agreement with this document.

### AGREEMENT

In consideration of the mutual covenants and conditions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **INCORPORATION OF RECITALS.** The above recitals are true and correct and are incorporated into and shall constitute a part of this Agreement.

2. **LICENSE.** The City hereby grants to Licensee the right to use the License Area only for \_\_\_\_\_

\_\_\_\_\_ and as otherwise described in § 2.3.d, below (“**Permitted Use**”) and no other use; and, subject to the provisions and conditions of this Agreement:

2.1. **Use.** During the Term of this Agreement, Licensee will have non-exclusive access to the License Area only as described in § 5, “Licensee’s Operations” for the Permitted Use.

2.2. **Project Manager.** Upon execution of this Agreement, City and Licensee will each designate a project manager to coordinate the parties’ performance under this Agreement. Each project manager will devote such time and effort to the project as may be necessary for timely, good faith and convenient coordination among all persons involved with the project and compliance with this Agreement. The City’s project manager will not be exclusively assigned to this Agreement or to work related to the Licensee’s use.

2.3. **Rights, Use Requirements, and Restrictions.**

a. Licensee’s rights under this Agreement are subject to all covenants, restrictions, easements, agreements, reservations and encumbrances upon, and all other conditions of title to, the License Area.

b. Licensee’s rights under this Agreement are subject to all present and future building restrictions, regulations, zoning laws, ordinances, resolutions and orders of any local, state or federal agency, now or hereafter having jurisdiction over the License Area or the

Licensee's use of the License Area.

- c. Licensee may use the License Area only for the Permitted Use and no other use.
- d. Licensee's Permitted Use includes the following:
  - 1. \_\_\_\_\_.
  - 2. \_\_\_\_\_.
  - 3. \_\_\_\_\_.
  - 4. \_\_\_\_\_.
  - 5. All other uses directly related to \_\_\_\_\_.
- e. Except for enforcement authority vested in the Glendale Police Department or other governmental authority, Licensee shall have the right to set and enforce appropriate rules and guidelines for use of the License Area during the Term.

2.4. "AS-IS" Acceptance. Licensee warrants that it has studied and inspected the License Area, obtained any information and professional advice the Licensee has determined to be necessary related to this Agreement, and therefore accepts the same "AS IS" without any express or implied warranties of any kind, other than those warranties contained in § 12, including any warranties or representations by the City as to its condition or fitness for any use. Licensee's acceptance of the License Area "as is" shall not include the acceptance of any latent dangerous or hazardous condition that is not discoverable upon inspection.

2.5. Limitation on Grant. The Parties do not by this instrument intend to create a lease, easement, or other real property interest or vest with Licensee any real property interest in the License Area and nothing express or implied in this Agreement grants Licensee any right or authority to enter, occupy, or use any property that is not solely owned by the City and fully described herein.

2.6. Rights Reserved.

- a. Licensee acknowledges that its use of the License Area is subject and subordinate to the City's use of the License Area, including use of the License Area for \_\_\_\_\_.
- b. City may, at all times, enter upon the License Area for any lawful purpose, provided the action does not unreasonably interfere with the Licensee's use or occupancy of the License Area.

3. **TERM.**

3.1. License Period. This Agreement shall commence on \_\_\_\_\_ 20\_\_ ("**Commencement Date**") and end on \_\_\_\_\_ 20\_\_ ("**Term**"), unless terminated earlier as provided in this Agreement. The Effective Date of the License Agreement shall be the date it is fully executed by all Parties.

3.2. Surrender of Possession.

- a. Upon the expiration or termination of this Agreement, the Licensee's right to occupy the License Area and to exercise the privileges and rights granted by this Agreement cease, and it must surrender and leave the License Area in as good condition as it was provided to

Licensee, including removal of personal property from the License Area, and removal of any paper, litter or trash.

- b. If Licensee fails to remove any of its property upon expiration or termination of this Agreement, it will have a grace period of \_\_\_\_ days in order to cause such removal, after which such property will become a part of the License Area and ownership will vest in the City. Alternatively, the City may, at the Licensee's expense, have the property removed after such \_\_-day period.

3.3. Hold-Over. In the event Licensee continues to occupy the License Area after the expiration or termination of this Agreement, such hold-over does not constitute a renewal or extension of this Agreement and in no case may the hold-over exceed ten (10) business days.

4. **LICENSE FEES**. For its right to use the License Area, the City accepts the following consideration as full remuneration for the Licensee's use in accordance with the License Agreement to be paid on or before the Commencement Date of this agreement:

4.1. Licensee shall pay a sum of \_\_\_\_\_ (\$\_\_\_\_\_.00) for use of the License Area.

4.2. \_\_\_\_\_.

5. **LICENSEE'S OPERATIONS**.

5.1. Generally.

- a. Licensee must at all times have on-call and at the City's access an active, qualified and experienced representative to supervise the Permitted Use and who is authorized to act for the Licensee in matters pertaining to all emergencies and the operation of the Permitted Use. Licensee will provide the City with the name and 24-hour telephone number for the Licensee Project Manager.
- b. Licensee, at all times during the Term of this Agreement, must operate and maintain the License Area in a clean and orderly condition and use commercially reasonable care in the use of the License Area so as not to constitute a nuisance, jeopardize the public safety, sell or distribute alcohol or illegal drugs, permit nudity, or allow any other unlawful activity.
- c. The Licensee is responsible for obtaining and paying for all utilities necessary to support the Permitted Use of the License Area.
- d. Licensee will procure, at its sole cost, any license, permit or approval of any governmental agency having jurisdiction over the License Area necessary for the Permitted Use of the License Area ("**Governmental Approvals**"). Licensee's obligations under this Agreement shall be subject to receipt of all Governmental Approvals. Each Party will cooperate with the other in good faith to obtain the Government Approvals, and City will promptly execute all applications and other documentation necessary for Licensee to obtain the Governmental Approvals. Licensee shall reimburse City within ten (10) days for any penalties or fines resulting from Licensee's failure to comply with any Governmental Approvals.

5.2. Improvements and Services.

- a. \_\_\_\_\_.
- b. \_\_\_\_\_.
- c. \_\_\_\_\_.
- d. Licensee's Contractors

Licensee may use contractors and suppliers in its reasonable discretion in the performance of Improvements and Services. Licensee shall ensure that the Licensee's contractor/s performing work at the License Area maintain the minimum insurance requirements identified in this License Agreement. The insurance policies shall be endorsed to contain the City of Glendale, its officers, officials, employees, and volunteers as an additional insured in connection with its Permitted Use and Improvements and any other work or operations.

1. Licensee's Improvements must be designed and materials and labor purchased at the Licensee's sole expense. In the event Licensee or its Contractors cause damage to City owned property, the Licensee is responsible for reporting the claim to the applicable insurance company.
2. In no event is the City obligated to compensate Licensee or any contractor or supplier in any manner for any of the Licensee's Improvements or other work performed by Licensee or any contractor in connection with the Permitted Use or during or related to this Agreement.
3. Licensee must timely pay for all labor, materials, and work, and all professional and other services related to its operations within the License Area, and will defend, indemnify and hold harmless the City against all related claims caused, in whole or in part, by Licensee and no liens against the License Area shall be permitted.
4. All work performed on the License Area by Licensee or any sub-contractors must be performed in a workmanlike manner, as reasonably determined by the City, and will be diligently pursued to completion and in conformance with all building codes and similar rules.

5.3. Insurance.

- a. Licensee and any and all Contractors shall procure and maintain until all obligations have been discharged the minimum insurance requirements as outlined below in connection with its Permitted Use and Improvements and any other work or operations in the License Area. The insurance requirements contained herein are minimum requirements and in no way limit the indemnity covenants contained in the License. The City in no way warrants that the minimums are sufficient to protect Licensee or its Contractors as they are free to purchase additional insurance as they deem necessary.

Minimum Insurance Requirements

1. Workers' Compensation Insurance as required by the State of Arizona with Statutory Limits. This policy shall include Employer's Liability insurance with limits no less than \$1,000,000 per accident for bodily injury or disease.

2. Commercial General Liability Insurance on an occurrence basis that includes property damage, fire damage legal liability, bodily injury, personal and advertising injury, products and completed operations and contractual liability with limits not less than \$2,000,000 per occurrence, \$4,000,000 aggregate and \$100,000 fire damage liability.
  3. Automobile Liability Insurance that includes bodily injury and property damage for any owned, hired and non-owned vehicles with a combined single limit not less than \$1,000,000.
- b. Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Arizona with an AM Best rating not less than A-, VII by AM Best.
  - c. The General and Automobile liability policies shall contain or be endorsed to contain the City of Glendale, its officers, officials, and employees as additional insureds with respect to liability arising out of Licensee's Permitted Use and Improvements and any other work or operations in the License Area. To the extent that City volunteers are utilized to perform work or operations in the License Area, with the prior consent and agreement of Licensee, then Licensee will name such volunteers as additional insured with respect to the General and Automobile liability policies.
  - d. Licensee's insurance coverage shall be primary insurance with respect to the City, its officers, officials, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, or employees shall be excess of the Licensee's insurance and shall not contribute with it.
  - e. As commercially reasonable and at any time, City's Risk Manager may alter the requirements above or determine additional insurance is necessary for Licensee's operations.
  - f. Notice of Cancellation. Each insurance policy shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the City.
  - g. Licensee and any and all Contractors shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language providing the required insurance coverage. All certificates and endorsements are to be received by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Licensee's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.
  - h. Waiver of Subrogation. Licensee hereby grants to City a waiver of any right to subrogation which any insurer of said Licensee may acquire against the City by virtue of the payment of any loss under such insurance. Licensee agrees to make reasonable efforts to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
  - i. Notices to the City. The Licensee will provide the City, without request, copies of any petition or application related to any filing by the Licensee of bankruptcy, receivership or trusteeship and any notices received from regulatory agencies pertaining to the operations.

6. **DAMAGE OR DESTRUCTION.** The City has no obligation to reimburse the Licensee for the loss of or damage to fixtures, equipment or other personal property of Licensee, except for such loss or damage as is caused by the sole negligence or fault of the City or its officers, employees or agents.

7. **INDEMNIFICATION AND LIMITATION OF LIABILITY.**

7.1. Licensee will defend, indemnify and hold harmless the City, its officers, officials, and employees, and agents (collectively, the “City”) from and against any and all losses, damages, claims, actions, liabilities for bodily injury or personal injury (including death) or loss or damage to tangible or intangible property (collectively, “Claims”) of whatever nature, including reasonable attorney’s fees, court costs, expert witness fees, costs of litigation or expenses, cost of claim processing and investigation, caused in whole or in part that arise out of any act or omission of Licensee or its agents, employees and invitees (collectively, “Licensee”) in connection with Licensee’s, or related to Licensee’s owners, officers, directors, agents or contractors, Permitted Use and operations in the License Area and that result directly or indirectly in any type of injury to or death of any person or the damage to or loss of any property, or that arise out of Licensee’s use, activities or operations, including the failure of the Licensee to comply with any provision of this Agreement (collectively “Licensee’s Conduct”).

- a. City will in all instances, except for loss, damages or claims resulting from the sole negligence or fault or gross negligence of City, be defended and indemnified by Licensee against any and all Claims arising out of Licensee’s Conduct. Licensee will be responsible for primary loss investigation, defense and judgment costs where the indemnification is applicable. City will give the Licensee prompt notice of any claim made or suit instituted that may subject the Licensee to liability under this section, although timing of such notice will not diminish Licensee’s duty to defend and indemnify unless such timing actually prejudices Licensee’s ability to defend or Licensee’s legal rights and remedies thereunder, and the Licensee will have the right to compromise and defend the same to the extent of its own interest.
- b. City shall cooperate with Licensee and its counsel in such defense.
- c. City may, but does not have the duty to, participate in the defense of any Claim with attorneys of the City’s selection and at the City’s sole cost without relieving the Licensee of any obligations hereunder.
- d. Licensee’s obligations under this Agreement survive any termination of this Agreement or the Licensee’s use or activities in the License Area.
- e. In consideration for the use of the premises, the Licensee agrees to waive all rights of subrogation against the City, its officers, officials, employees, and agents arising from Licensee’s use, activities, operations or occupancy of the premises.

7.2. **Limitation of Liability.** In no event is either party liable or obligated to the other party or any third party for any special, incidental, exemplary, consequential, punitive or indirect damages regardless of the form of action, whether under theory of contract, tort (including negligence), strict liability or otherwise, even if informed of the possibility of any such damages in advance. The foregoing limitation on liability shall not apply to claims for which a party is obligated to provide indemnity under this Agreement, claims arising from fraud, gross negligence or willful misconduct of a party, claims for breach of confidentiality, or claims of infringement of intellectual property rights.

7.3. The indemnity obligations in this section shall survive expiration or termination of this Agreement.

8. **TAXES AND LICENSES.**

8.1. Licensee must pay any leasehold tax, possessory-interest tax, sales tax, personal property tax, transaction privilege tax or other exaction assessed or assessable as a result of its occupancy of the License Area under authority of this Agreement, including any such tax assessable on the City.

8.2. Licensee must, at its own cost, obtain and maintain in full force and effect during the Term of this Agreement all licenses and permits required for all activities authorized by this Agreement.

9. **RULES AND REGULATIONS.** Licensee must at all times comply with all federal, state and local laws, ordinances, rules and regulations which are applicable to its use and construction activity or operations on the License Area, including all laws, ordinances, rules and regulations adopted after the Effective Date. Licensee must display to the City, upon request, any permits, licenses or other evidence of compliance with all laws.

10. **TERMINATION.**

10.1. For Cause.

- a. Either party may terminate this Agreement in the event that the other party breaches this Agreement and fails to promptly remedy such breach within forty-eight (48) hours after receipt of notice from the other party. Notice must be made to either party's Project Manager, which notice may be verbal if provided on-site at the License Area to the other party's representative but must be followed up with an email to the other party's Project Manager documenting the deficiency.
- b. In the event either party fails to perform any of its obligations under this Agreement and such failure continues for forty-eight (48) hours and will impair the Permitted Use of the License Area, either party shall, in addition to all other rights and remedies available, have the right, but not the obligation, to perform the obligations of the offending party and collect from such, or set-off against amounts otherwise due, all sums actually expended to effect such cure.
- c. Licensee may terminate this Agreement in the event of any of the following and, if such an event occurs, the City will process a refund for the amount of the License Fee paid, but will not be liable for any other damages:
  1. Prior to the use of the License Area Licensee reasonably determines that the License Area is no longer technically compatible for its use or that it does not intend to use the License Area for its intended purposes.
  2. Issuance by a court of competent jurisdiction of an injunction in any way preventing or restraining the Licensee's use of any portion of the License Area.
  3. The License Area becomes unusable as a result of inclement weather or other Act of God.



4. Licensee cannot obtain the required licenses or permits or it becomes, in Licensee's sole and reasonable discretion, unduly burdensome or cost prohibitive to obtain such licenses or permits.
  5. \_\_\_\_\_.
- d. The City may terminate this Agreement and seek damages in the event of any of the following:
1. The failure of Licensee to perform any of its obligations under this Agreement, provided that Licensee fails to remedy this failure within forty-eight hours of receiving written notice from the City of said failure.;
  2. The filing of any lien against the License Area because of any act or omission of the Licensee that is not discharged or fully bonded within 30 days of receipt of actual notice by the Licensee.
  3. If the Licensee at any time and for any reason fails to maintain all insurance coverage required by this Agreement, alternatively, and at its sole discretion, the City may secure the required insurance at the Licensee's expense which will be immediately due and payable.
11. **DEFAULT.** Failure by a Party to take any authorized action upon default by the other party of any of the other party's breach of a term, covenant, condition or obligation of this Agreement, or the failure to declare any default or breach immediately upon occurrence thereof or delay in taking any action in connection therewith, shall not waive such default or breach or such covenant, term, or condition or any subsequent default or breach thereof.
12. **CITY'S REPRESENTATIONS AND WARRANTIES.** The City represents and warrants to the Licensee that:
- 12.1. It has the full right, power, and authority to execute this Agreement;
  - 12.2. The City's execution and performance of this Agreement will not violate any laws, ordinances, covenants, mortgages, licenses or other agreements binding on the City.
  - 12.3. The City shall deliver the License Area to Licensee on the Commencement Date free and clear of any equipment, personal property, trash, plant material and debris.
  - 12.4. The City will not take any action inconsistent with Licensee's use of the License Area during the Term of this Agreement.
  - 12.5. The City has not and will not contract with, authorize or permit any vendors, merchants, lessees or other third parties to have access to or make any use of the License Area during the Term of this Agreement.

13. **HAZARDOUS WASTE.**

- 13.1. Licensee must not produce, dispose, transport, treat, use or store any hazardous waste or toxic substance upon or about the License Area subject to regulation under the Arizona Hazardous Waste Management Act, A.R.S. § 49-901 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., the Toxic Substances Control Act, 15 U.S.C. 2601 et seq., or any other federal, state or local law pertaining to hazardous waste or toxic substances.
- 13.2. Licensee must not use the License Area in a manner inconsistent with any regulations, permits or approvals issued by the Arizona Department of Health Services.
- 13.3. Licensee must defend, indemnify and hold the City harmless against any loss or liability incurred by reason of any hazardous waste or toxic substance on or affecting the License Area attributable to or caused in any way by the Licensee, and immediately notify the City of any hazardous waste or toxic substance at any time discovered or existing upon the License Area.
- 13.4. Licensee must promptly and without a request by the City provide the City's Environmental Program Manager with copies of all written communications between the Licensee and any governmental agency concerning environmental inquiries, reports or problems on the License Area.

14. **PARTIES' PERSONNEL.** Each party's personnel are, and shall at all times remain, employees or contractors of such party, and each party shall exercise control over the conduct of their personnel and shall pay all wages, employee benefits and related expenses to the full extent required by law including, without limitation, all governmental employment taxes and unemployment insurance.

15. **INDEPENDENT CONTRACTOR.** Nothing herein shall be deemed or construed to create a partnership, joint venture or agency relationship between the parties. Licensee is strictly an independent contractor subject to no control by City other than as expressly provided herein.

16. **NOTICES.** Except as otherwise provided, all notices required or permitted to be given under this Agreement may be personally delivered or mailed by certified mail, return receipt requested, postage prepaid, to the following addresses:

To City: City of Glendale  
Attn: Richard A. Bowers, Acting City Manager  
5850 W Glendale Avenue  
Glendale, AZ 85301  
Email: [Citymanager@glendaleaz.com](mailto:Citymanager@glendaleaz.com)

with copy to: City of Glendale  
Attn: Michael D. Bailey, City Attorney  
5850 West Glendale Avenue  
Glendale, AZ 85301  
Email: [mbailey@glendaleaz.com](mailto:mbailey@glendaleaz.com)

To Licensee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

with copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 16.1. Either party may designate in writing a different address for notice purposes pursuant to this section.
- 16.2. Any notice or other communication directed to a party to this Agreement shall become effective upon the earliest of the following: (a) actual receipt by that party; (b) delivery to the address of the party, addressed to the party; or (c) if given by certified or registered U.S. Mail, return receipt requested, 72 hours after deposit with the United States Postal Service, addressed to the party.
17. **ASSIGNMENT.** Neither Party may assign or sublease any of its interest, rights, or obligations of this Agreement hereunder without the prior written consent of the other Party. Any attempted assignment, delegation, or transfer without the necessary consent will be void.
18. **SEVERABILITY.** If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining terms remain effective, provided that elimination of the invalid provision does not materially prejudice either party with regard to its respective rights and obligations; in the event of material prejudice, then the adversely affected party may terminate this Agreement.
19. **IMMIGRATION LAW COMPLIANCE.**
- 19.1. Licensee, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 19.2. Any breach of warranty under this section above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 19.3. City retains the legal right to inspect the papers of Licensee or subcontractor employee who performs work under this Agreement to ensure that Licensee or any subcontractor is compliant with the warranty under this section.
- 19.4. City may conduct random inspections, and upon request of the City, Licensee must provide copies of papers and records demonstrating continued compliance with the warranty under this section. Licensee agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- 19.5. Licensee agrees to require any subcontractor to warrant their compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 19.6. Licensee's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 19.7. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.
20. **CONFLICTS.** This Agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.

21. **GOVERNING LAW; CHOICE OF FORUM.** This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the internal, substantive laws of the State of Arizona (without reference to conflict of law principles). Any action brought to interpret, enforce or construe any provision of this Agreement shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Maricopa (or, as may be appropriate, in the Justice Courts of Maricopa County or in the United States District Court for the District of Arizona, if, but only if, the Superior Court lacks or declines jurisdiction over such action). The Parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this Section. If any litigation or arbitration between the City and the Licensee arises under this Agreement, the successful party is entitled to recover its reasonable attorney's fees, expert witness fees and other costs incurred in connection with the litigation or arbitration.

22. **MISCELLANEOUS.**

22.1. This Agreement, together with all exhibits hereto, constitutes the entire agreement between the parties, and supersedes all representations, statements or prior agreements and understandings both written and oral with respect to the matters contained in this Agreement and exhibits hereto. No person has been authorized to give any information or make any representation not contained in this Agreement.

22.2. The parties have participated jointly in the drafting of this Agreement, and agree that it shall be interpreted, applied, and enforced according to the fair meaning of its terms and not be construed strictly in favor or against either party, regardless of which party may have drafted any of its provisions. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

22.3. No provision of this Agreement may be waived or modified except by a written agreement signed by the party against whom such waiver or modification is sought to be enforced. The terms of this Agreement shall be binding upon and inure to the benefit of each party, and its successors and assigns.

23. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile (or other commonly-used electronic means (e.g., PDF) shall be effective as delivery of a manually executed counterpart of this Agreement.

EXECUTED to be effective on the date the agreement is fully executed by all Parties.

CITY OF GLENDALE, an Arizona municipal corporation

Richard A. Bowers, Acting City Manager

Date: \_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM:

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

\_\_\_\_\_, a \_\_\_\_\_  
corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

) ss.

County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_ in his/her capacity as authorized representative of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_



## Legislation Description

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**File #: 15-806, Version: 1**

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### **AUTHORIZATION TO ENTER INTO A SETTLEMENT AGREEMENT WITH CONAIR CORPORATION**

Staff Contact: Michael D. Bailey, City Attorney

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

This is a request for City Council to authorize and direct the City Manager to enter into a Settlement Agreement (the "Agreement") between the City and Conair Corporation ("Conair"). Glendale filed a condemnation complaint in Maricopa County Superior Court in 2012 seeking to use eminent domain to acquire roughly 38.5 acres of land near the Glendale Municipal Airport, and the Agreement represents a settlement of the litigation.

In accordance with the Agreement, it is requested that the City Council authorize the City Manager to sign the Agreement and to make the payment to Conair of Seven Million Three Hundred Fifty-Three Thousand One Hundred Seven Dollars (\$7,353,107) in four equal, annual payments of One Million Eight Hundred Thirty-Eight Thousand Two Hundred Seventy Six Dollars and Seventy-Five Cents (\$1,838,276.75).

#### **Background**

The City, in 2003, extended the runway at the Glendale Municipal Airport more than 1800 feet, including extending the northern edge of the runway 800 feet north. Extending the runway also enlarged the "runway protection zone" which surrounds the runway. The enlarged boundaries of the runway protection zone encompassed some of Conair's property adjacent to the airport. The FAA strongly suggests that airports own or at least have a controlling interest in runway protection zones, as those areas are envisioned as sites in which no buildings or other permanent structures exist for safety reasons.

The City and Conair engaged in discussions regarding the City purchasing the land from Conair, and such talks led to the parties agreement that the City would acquire the parcel by condemnation. The City then filed its condemnation action on May 3, 2012. The City acquired immediate possession of the parcel on May 20, 2012 and this settlement agreement represents a compromise by the parties over the value of the parcel.

#### **Budget and Financial Impacts**

As stated above, the City will make four payments of \$1,838,276.75 to Conair over a four year period. The first payment is due thirty (30) days after the parties file a stipulated judgment with the Maricopa County Superior Court (which is expected to occur shortly after the execution of the Agreement). In conjunction with this litigation, the City on May 31, 2012 made a payment of Five Million Two Hundred Twenty Thousand Six Hundred Thirty-Five Dollars (\$5,220,635) to Conair, and the City will also waive future development fees for Conair's development project (as detailed in the Development Agreement between the parties that is also before the City Council tonight for approval).

The City plans to request full reimbursement from the State of Arizona for the payments made as a result of the condemnation. The state assigns a high a very high priority value to land acquisition for safety purposes. The grant cost is allocated to the state (90%) and the local airport sponsor (10%). The reimbursement will occur over several years, as the State has a grant cap of approximately \$2 million dollars each year.

The City is programmed to receive a state/local grant for fiscal year 2016 in the amount of \$1.5 million. The City has requested additional grants for the next five years ranging from \$1.8 to \$2.3 million. We will request grant funds each year until we receive full reimbursement for all eligible costs. The grants will depend on the state aviation grant program which is subject to changes by the state legislature.

Funds for the current fiscal year payment have been appropriated in Transportation Capital Projects Fund, Airport RPZ Acquisition. If approved, funds for the remaining payments will need to be appropriated in the budget process to be reimbursed.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$1,838,276.75</b>	Transportation Capital Projects Fund, Airport RPZ Acquisition (2210-65091-550400)

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

## **SETTLEMENT AGREEMENT**

This Settlement Agreement (“Agreement”) is entered into as of this \_\_\_ day of December, 2015 by and between CONAIR CORPORATION, a Delaware corporation (“Conair”), and the CITY OF GLENDALE, a municipal corporation of the State of Arizona (“Glendale”). Conair and Glendale shall be referred to collectively as the “Parties.”

### **RECITALS**

A. Glendale owns and operates the Glendale Municipal Airport (“Airport”), which provides aviation access to Glendale and Maricopa County, Arizona.

B. Conair is the owner of fee title to approximately 100 acres of real property located northeast of the intersection of Glendale Avenue and Glen Harbor Boulevard, in Glendale, Maricopa County, Arizona, which property is further identified as parcels A1 and A2 depicted in the re-plat of a part of the Glen-Harbor Air Business Park subdivision plat and which re-plat was recorded in Maricopa County on March 12, 1990, at document number 1990-0107336, docket 337 page 36 (“Conair’s Property”). Conair owns title to Conair’s Property pursuant to a special warranty deed recorded in Maricopa County on June 21, 1990, at document number 1990-0277962. Conair’s Property is located generally to the north of, and in part is adjacent to a portion of, the Airport property.

C. Prior to May 3, 2012, the Parties entered negotiations and reached certain agreements concerning Glendale’s acquisition by condemnation of a portion of Conair’s Property for public purposes related to the operation of and activity at the Airport.

D. On May 3, 2012, Glendale filed a Complaint in Condemnation in the Superior Court of Arizona, Maricopa County (“Court”), Case Number CV2012-007528 (“Complaint”), seeking to acquire by the exercise of the power of eminent domain approximately 38.5 acres of



Conair's Property ("Subject Property") for an Airport runway protection zone and related purposes (the "Condemnation Action"). The Complaint named Conair as a party defendant.

E. Pursuant to the negotiations of the Parties prior to filing of the Complaint, on May 29, 2012, the Parties stipulated to the entry of and filed in the Condemnation Action, and the Court entered, an order of immediate possession, *inter alia*, (i) finding that the taking of the Subject Property was for a necessary public use and purpose, (ii) identifying that the date of value for purposes of a determination of just compensation to be September 1, 2001, (iii) ordering that interest owed on an award of just compensation is to be calculated from the above date of value and (iv) granting Glendale the right of immediate possession of the Subject Property upon Glendale's deposit with the Court's Clerk of the sum of \$5,220,635.

F. Pursuant to the stipulation and order of immediate possession, on May 31, 2012, Glendale deposited and Conair later withdrew the deposited sum of \$5,220,635.

G. Thereafter, the Parties proceeded to actively litigate the remaining issue of just compensation owed for the taking of the Subject Property, including a dispute between the Parties as to the rate of interest to be applied to the just compensation award. The Parties also participated in private mediation with mediator Gary L. Birnbaum, Esq., in an effort to resolve the Condemnation Action.

H. As a result of these activities and efforts, the Parties have reached agreement on the terms and conditions of a settlement of disputed claims, in particular the issue of just compensation owed as a result of the taking, and the Parties now desire to settle and fully resolve the Condemnation Action in every respect. The Parties' settlement agreement includes agreements of the Parties related to Conair's future project for development of a new building on Conair's Property ("Future Project"), the terms of which agreements are incorporated into a

Development Agreement (more specifically described below) that is attached to, incorporated into and made a part of this Agreement.

NOW THEREFORE, in consideration of the foregoing Recitals and the mutual covenants set forth below, and intending to be legally bound hereby, the Parties agree as follows:

**AGREEMENT**

1. The Parties agree that in compromise and settlement of disputed claims, and in order to resolve the Condemnation Action, Glendale shall pay to Conair the total sum of \$13,250,000 (Thirteen Million Two Hundred Fifty Thousand and No/100 Dollars) (“Settlement Sum”).

2. Glendale shall pay the Settlement Sum to Conair, on the following terms and at the following times:

a. Glendale shall receive a credit against the Settlement Sum for and the Settlement Sum shall be reduced by the amount of Glendale’s prior payment to Conair, in the amount of \$5,220,635, which sum Conair withdrew from the immediate possession deposit on or about May 31, 2012.

b. Glendale shall pay to Conair additional cash payments in the total amount of \$7,353,107, on the terms described below (“Additional Cash Payments”). The Additional Cash Payments are to be paid in four equal payments of \$1,838,276.75 each (“Payment 1”, “Payment 2”, “Payment 3” and “Payment 4”), as follows.

i. Payment 1 – Glendale shall pay Payment 1 to Conair within thirty (30) days of the date of the filing by the Court of the executed Stipulated Judgment contemplated by this Agreement. For example, in the event the

executed Stipulated Judgment is filed by the Court on December 15, 2015, Payment 1 shall be due on or before January 14, 2016.

ii. Payment 2 – Glendale shall pay Payment 2 to Conair on the first anniversary of (or 12 months after) the date of Payment 1. The date of Payment 1 shall be determined by the confirmed date of receipt by Conair’s bank identified below of any wire transfer or other means of payment permitted by this Agreement. For example, if Payment 1 is received on January 14, 2016, Payment 2 shall be due on or before January 14, 2017.

iii. Payment 3 – Glendale shall pay Payment 3 to Conair on the second anniversary of (or 24 months after) the date of Payment 1. For example, if Payment 1 is received on January 14, 2016, Payment 3 shall be due on or before January 14, 2018.

iv. Payment 4 – Glendale shall pay Payment 4 to Conair on the third anniversary of (or 36 months after) the date of Payment 1. For example, if Payment 1 is received on January 14, 2016, Payment 4 shall be due on or before January 14, 2019.

c. In addition to the foregoing credit and additional cash payments, and as part of the Settlement Sum, Glendale shall provide to Conair reimbursements in the amount of \$676,258 for development-related fees (representing estimated plan review fees of \$260,612 and estimated permit fees of \$415,646) for or related to the Future Project, as set forth in the Parties’ Development Agreement attached as Exhibit “A” to this Agreement and incorporated by this reference (the “Development Agreement”).

d. The Settlement Sum (\$13,250,000) equals the total of the credit discussed in Section 2a, above (\$5,220,635), the Additional Cash Payments (\$7,353,107), and the fee reimbursement sums discussed in paragraph 2c, above (\$676,258).

e. The Settlement Sum includes any and all interest that might be owed by Glendale to Conair concerning the total, or any portion or part, of the Settlement Sum, whether interest on the amount of just compensation owed for the taking of the Subject Property, or any other interest.

3. The fee reimbursement sums identified in paragraph 2c, above, while part of the Settlement Sum, for purposes of effecting a timely and orderly resolution of the Condemnation Action such sums shall not be included in the amount that is listed as the amount of just compensation paid or to be paid to Conair in the Condemnation Action in either the Stipulated Judgment or in the Final Order of Condemnation contemplated by this Agreement and that are further discussed in paragraphs 4 and 6, below.

4. Upon execution of this Agreement, the Parties shall lodge with the Court a Stipulated Judgment consistent with the form attached as Exhibit "B" to this Agreement ("Stipulated Judgment."). Glendale has prepared and Conair has approved the Stipulated Judgment form.

5. After Conair's receipt of Payment 1 as set forth in paragraph 2(b)(i), above, Conair shall timely execute and timely file a Satisfaction of Judgment in the form attached as Exhibit "C" to this Agreement. Glendale has prepared and Conair has approved the Satisfaction of Judgment form.

6. After the filing of the Satisfaction of Judgment, the Parties shall lodge with the Court a Final Order of Condemnation (“Final Order”) in the form attached as Exhibit “D” to this Agreement. Glendale has prepared and Conair has approved the Final Order form.

7. The Parties’ submission and the Court’s entry of the Stipulated Judgment, Satisfaction of Judgment and Final Order shall not operate as a satisfaction, waiver or release of the Parties’ remaining obligations under this Agreement, including but not limited to Glendale’s payment obligations under paragraphs 2(b)(ii), 2b(iii) and 2(b)(iv). The Parties agree that the Court may appropriately enter the Final Order following the filing of the Satisfaction of Judgment upon the terms provided herein notwithstanding any outstanding payment obligations set forth in the paragraphs identified in the preceding sentence of this paragraph.

8. The Parties agree that as part of the Future Project, Glendale shall provide expedited permitting processes to Conair and shall endorse and use its best efforts to support and assist Conair in Conair’s application for Foreign Trade Zone status of the project. Conair shall use its best efforts to assist Glendale with respect to the expedited permitting processes associated with the Future Project.

9. Glendale’s additional cash payments to Conair as set forth in paragraph 2b, above, are independent of and shall not be subject to the timing and scope of the Future Project.

10. The obligations of the Parties under this Agreement shall survive the entry of the Stipulated Judgment and the Final Order and the filing of the Satisfaction of Judgment. No persons or entities shall be entitled to any compensation or remuneration under the Condemnation Action other than Conair. Conair shall be entitled to no additional compensation or remuneration as a result of the Condemnation Action or the taking of the Subject Property beyond or in addition to the Settlement Sum.

11. Glendale's payments to Conair under this Agreement shall be made by wire transfer, or other commercially acceptable means of transmission or delivery of funds, to the following bank account or to such other bank account and in such other manner as Conair may reasonably request in a Notice (defined below):

Remit to: JP Morgan Chase, New York  
ABA: 021000021  
Credit: Conair Corporation  
Acct. No.: 6007003442

12. Any notice ("Notice") to be given under this Agreement shall be in writing and sent by e-mail and regular mail, or by depositing it with a nationally recognized overnight courier service that obtains receipts (such as Federal Express or UPS Next Day Air), addressed to the appropriate party. Any party may change the address or individual's attention to which the Notices to it shall be sent, as is provided below, by giving to each other Party at least ten (10) days prior Notice thereof. The Parties' addresses for providing Notices shall be as follows:

Conair Corporation

Kathleen D. Fong  
Vice President, Chief Legal Officer and Secretary  
Conair Corporation  
One Cummings Point Road  
Stamford, CT 06880  
[kathleen\\_fong@conair.com](mailto:kathleen_fong@conair.com)

and

John Mayorek  
Conair Corporation  
150 Milford Avenue  
East Windsor, New Jersey 08520  
[John\\_Mayorek@conair.com](mailto:John_Mayorek@conair.com)

With a copy to:

Michael B. Withey  
Withey Morris P.L.C.  
2525 East Arizona Biltmore Circle  
Suite A-212  
Phoenix, Arizona 85016  
[m@witheyorris.com](mailto:m@witheyorris.com)

and

Steven A. Hirsch  
Bryan Cave LLP  
Two North Central, Suite 2200  
Phoenix, Arizona 85004  
[sahirsch@bryancave.com](mailto:sahirsch@bryancave.com)

City of Glendale

City of Glendale  
Attn: Michael D. Bailey, Esq.  
City Attorney  
5850 W. Glendale Avenue, Suite 450  
Glendale AZ 85301

13. This Agreement constitutes the entire agreement of the Parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and other agreements that may have been made in connection with its subject matter. No modification or amendment to this Agreement shall be binding upon either Party unless the same is in writing and signed by both Parties.

14. This Agreement is governed by and construed in accordance with the laws of the State of Arizona without regard to principles of conflicts of law. Any claim, action, suit or proceeding between or among the Parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Superior Court of Arizona, Maricopa County; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Arizona.

15. The Parties acknowledge and agree that this Agreement has been prepared jointly by the Parties and has been the subject of arm's length and careful negotiation over a period of time, that each Party has been given the opportunity to independently review this Agreement with legal counsel, and that each Party has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions hereof. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement shall not be interpreted or construed against the Party preparing it, and instead other rules of interpretation and construction shall be used.

16. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon and all of which shall together constitute one and the same instrument.

17. The date of this Agreement as set forth on page 1, above, shall be the date of the signatures of the Parties as shown below and if the signatures are provided as of different dates then the date of the signature of the Party that is the last to sign this Agreement.

18. The Parties agree to cooperate fully to execute any and all documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

19. Each party shall bear its own attorneys' fees and costs in connection with this Agreement and the Condemnation Action. In the event a dispute arises between the Parties to enforce the terms of this Agreement, the successful or prevailing party to such dispute shall be entitled to an award of its reasonable attorneys' fees, costs and expenses incurred in enforcing the Agreement.

[The remainder of this page left intentionally blank]



IN WITNESS WHEREOF, this Settlement Agreement has been executed by the Parties as of the  
dates set forth below.

CONAIR CORPORATION, a Delaware  
Corporation

By John Afayal

Title SR VP - Condit

Date 11-3-15

THE CITY OF GLENDALE, an Arizona municipal  
corporation

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**Exhibit A**  
**to**  
**the Settlement Agreement between Glendale and Conair**  
**[To Be Attached]**

**Exhibit B**  
**to**  
**the Settlement Agreement between Glendale and Conair**  
**[To Be Attached]**

1 Russell R. Rea – 014616  
2 [rrea@jsslw.com](mailto:rrea@jsslw.com)  
3 **JENNINGS, STROUSS & SALMON, P.L.C.**  
4 A Professional Limited Liability Company  
5 One East Washington Street, Suite 1900  
6 Phoenix, Arizona 85004-2554  
7 Telephone: (602) 262-5911  
8 [MinuteEntries@jsslw.com](mailto:MinuteEntries@jsslw.com)

9 *Attorneys for Plaintiff The City of Glendale*

10 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

11 **IN AND FOR THE COUNTY OF MARICOPA**

12 THE CITY OF GLENDALE, a municipal  
13 corporation of the State of Arizona,

14 Plaintiff,

15 vs.

16 CONAIR CORPORATION, a Delaware  
17 corporation; THE GLEN HARBOR  
18 BUSINESS PARK PROPERTY OWNERS  
19 ASSOCIATION, an Arizona non-profit  
20 corporation; M.T.S. ACQUISITIONS  
21 L.L.C., an Arizona limited liability  
22 company; and COUNTY OF MARICOPA,

23 Defendants.

No. CV2012-007528

**STIPULATED JUDGMENT IN  
CONDEMNATION**

(Assigned to the Honorable  
James T. Blomo)

24 Upon stipulation of the parties, good cause appearing therefore, the Court  
25 finds as follows:

26 The only remaining issue herein concerning the amount of just compensation  
27 for the taking of fee title to certain real property sought to be acquired in this action  
28 by Plaintiff The City of Glendale ("Glendale"), said real property being more  
particularly described on Exhibit 1 attached hereto ("subject property"); and it  
appearing that the only person having any right, title, claim or interest in any award  
for damages by reason of the taking of the property is Defendant Conair Corporation  
("Conair");

**IT IS HEREBY ORDERED:**

1. Defendant Maricopa County, a political subdivision of the State of  
5092389v1(38651.11)

1 Arizona, whose interest is in any unpaid taxes on the subject property, having filed a  
2 Disclaimer of Interest on May 29, 2012, shall take nothing by reason of the  
3 Complaint filed in this action, this Stipulated Judgment In Condemnation or the Final  
4 Order of Condemnation.

5           2. Defendant The Glen Harbor Business Park Property Owners Association,  
6 an Arizona non-profit corporation, having filed a Disclaimer of Interest in this action  
7 on June 1, 2012, shall take nothing by reason of the Complaint filed in this action,  
8 this Stipulated Judgment In Condemnation or the Final Order of Condemnation.

9           3. Defendant M.T.S. Acquisitions, LLC, an Arizona limited liability company,  
10 not having appeared in this action and the claims against which entity were  
11 voluntarily dismissed by Plaintiff pursuant to notice filed on June 5, 2012, shall take  
12 nothing by reason of the Complaint filed in this action, this Stipulated Judgment In  
13 Condemnation or the Final Order of Condemnation.

14           4. Glendale has judgment condemning and vesting in Glendale fee title to  
15 the real property described in Exhibit 1 attached hereto, and Defendants are forever  
16 barred and stopped from asserting any right, title, claim or interest adverse or  
17 inconsistent with the fee title acquired to the above-described property.

18           5. Glendale shall pay to Conair the total sum of \$12,573,742 (Twelve  
19 Million Five Hundred Seventy Three Thousand Seven Hundred Forty Two and no/100  
20 Dollars), which sum includes all interest, as just compensation for the transfer of fee  
21 title interest in and to said real property. Payment shall be pursuant to the terms of  
22 a separate settlement agreement between Glendale and Conair ("Settlement  
23 Agreement") and such payment includes credit for the sum of \$5,220,635 previously  
24 deposited by Glendale with the Clerk of the Court on May 31, 2012 and withdrawn by  
25 Conair, and additional payments by Glendale to Conair in the total amount of  
26  
27  
28

1 \$7,353,107, which credit and which payments combined equal the total sum of  
2 \$12,573,742.

3 9. Pursuant to the terms of the Settlement Agreement, upon payment of a  
4 portion of the additional payments by Glendale to Conair, which is due 30 days from  
5 the filing by the Court of this Stipulated Judgment, Conair shall file a Satisfaction of  
6 Judgment allowing a Final Order of Condemnation to be entered, without prejudice to  
7 Glendale's obligations to Conair under the Settlement Agreement between the  
8 parties to make continuing installment payments under the schedule set forth in the  
9 Settlement Agreement.  
10

11 10. Each party to this action shall bear their own costs and fees.

12 DONE IN OPEN COURT this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

13  
14  
15 \_\_\_\_\_  
16 James T. Blomo  
17 Judge of the Superior Court

18 APPROVED AS TO FORM AND CONTENT:

19 JENNINGS, STROUSS & SALMON, P.L.C.

20 By: \_\_\_\_\_  
21 Russell R. Rea  
22 One East Washington Street, Suite 1900  
23 Phoenix, Arizona 85004-2554  
24 *Attorneys for Plaintiff The City of Glendale*

25 BRYAN CAVE LLP

26 By: \_\_\_\_\_  
27 Steven A. Hirsch  
28 Two N. Central Ave., Ste. 2200  
Phoenix, AZ 85004-1032  
*Attorneys for Defendant Conair Corporation*

# **EXHIBIT 1**

**LEGAL DESCRIPTION  
FOR PARCEL 1  
A PORTION OF PARCEL A-1 AND A-2**

A portion of Parcel A-1 and Parcel A-2 as shown in Parcel A-1 and A-2, a re-plat of part of Tract "A" of Glen Harbor Air Business Park as recorded in Book 337 of Maps and Plats at Page 36, Sections 5 and 6, Township 2 North, Range 1 East, Gila and Salt River Meridian, Maricopa County, Arizona more particularly described as follows:

**COMMENCING** at the northwest corner for Parcel A-2;

**THENCE** North 68°24'37" East along the south right-of-way line for Glen Harbor Boulevard, said bearing being the Basis of Bearing for this legal description, a distance of 943.00 feet to the northwest corner for Parcel A-1;

**THENCE** along the west property line for Parcel A-1 South 02°06'54" West, a distance of 198.89 feet;

**THENCE** South 63°30'39" East, a distance of 174.86 feet to the POINT OF BEGINNING;

**THENCE** continuing South 63°30'39" East, a distance of 1002.87 feet;

**THENCE** South 35°01'12" West, a distance of 1032.81 feet;

**THENCE** South 63°30'39" East, a distance of 121.04 feet;

**THENCE** South 35°01'12" West, a distance of 309.68 feet to a point on the north right-of-way line for Glendale Avenue;

**THENCE** South 88°10'31" West, a distance of 367.85 feet;

**THENCE** North 63°46'04" West, a distance of 341.42 feet;

**THENCE** South 20°31'18" West, a distance of 174.32 feet to a point on the north right-of-way line of Glendale Avenue;



**THENCE** along said right-of-way line North 88°41'56" West, a distance of 198.77 feet;

**THENCE** North 17°41'32" East, a distance of 749.04 feet;

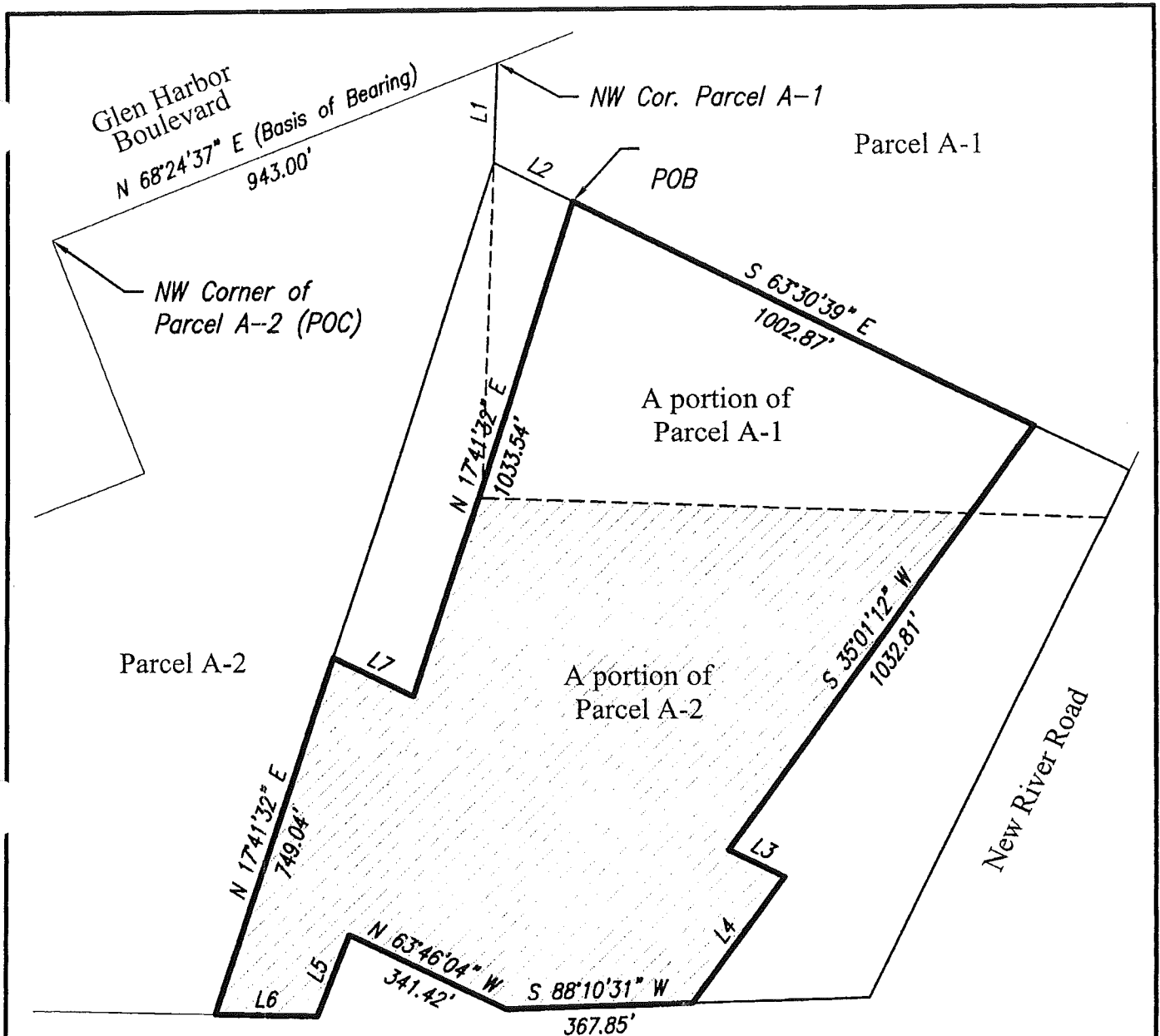
**THENCE** South 63°30'39" East, a distance of 174.86 feet;

**THENCE** North 17°41'32" East, a distance of 1033.54 feet to the POINT OF BEGINNING.

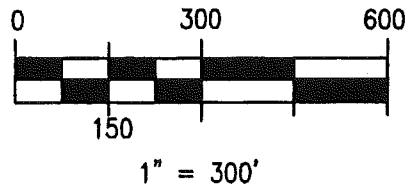
Said parcel contains 30.34 acres.



Expires: 09/30/14



Glendale Avenue



**Parcel 1 30.34 Ac.  
Depiction of Legal**


**Urban Engineering**  
 877 S. Alvernon Way-Tucson, AZ 85711-520.318.3800

PREPARED: LPD	DRAWN: RRF	CHECK: LPD
DATE: 03/09/12	JOB No. 12022	SHEET 3 of 4

<i>Line</i>	<i>Bearing</i>	<i>Distance</i>
L1	S 02°06'54" W	198.89'
L2	S 63°30'39" E	174.86'
L3	S 63°30'39" E	121.04'
L4	S 35°01'12" W	309.68'
L5	S 20°31'18" W	174.32'
L6	N 88°41'56" W	198.77'
L7	S 63°30'39" E	174.86'
L8	S 63°30'39" E	205.54'
L9	S 88°10'31" W	343.18'
L10	N 35°01'12" E	309.68'
L11	N 63°30'39" W	121.04'
L12	S 63°30'39" E	174.86'
L13	N 63°30'39" W	174.86'

**Line Table  
Depiction of Legal**

**LEGAL DESCRIPTION  
FOR PARCEL 2  
A PORTION OF PARCEL A-1 AND A-2**

A portion of Parcel A-1 and Parcel A-2 as shown in Parcel A-1 and A-2, a re-plat of part of Tract "A" of Glen Harbor Air Business Park as recorded in Book 337 of Maps and Plats at Page 36, Sections 5 and 6, Township 2 North, Range 1 East, Gila and Salt River Meridian, Maricopa County, Arizona more particularly described as follows:

**COMMENCING** at the northwest corner for Parcel A-2;

**THENCE** North 68°24'37" East along the south right-of-way line for Glen Harbor Boulevard, said bearing being the Basis of Bearing for this legal description, a distance of 943.00 feet to the northwest corner for Parcel A-1;

**THENCE** along the west property line for Parcel A-1 South 02°06'54" West, a distance of 198.89 feet;

**THENCE** South 63°30'39" East, a distance of 1,177.73 feet to the POINT OF BEGINNING;

**THENCE** continuing South 63°30'39" West, a distance of 205.54 feet to a point on the west right-of-way line of New River Road;

**THENCE** along said right-of-way line South 25°34'50" West, a distance of 1,165.01 feet to a point on the north right-of-way line of Glendale Avenue;

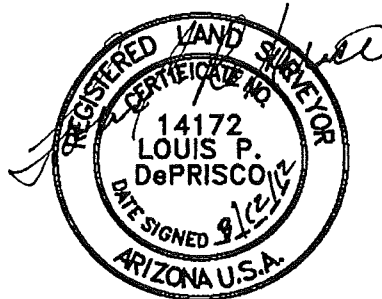
**THENCE** along said right-of-way line South 88°10'31" West, a distance of 343.18 feet;

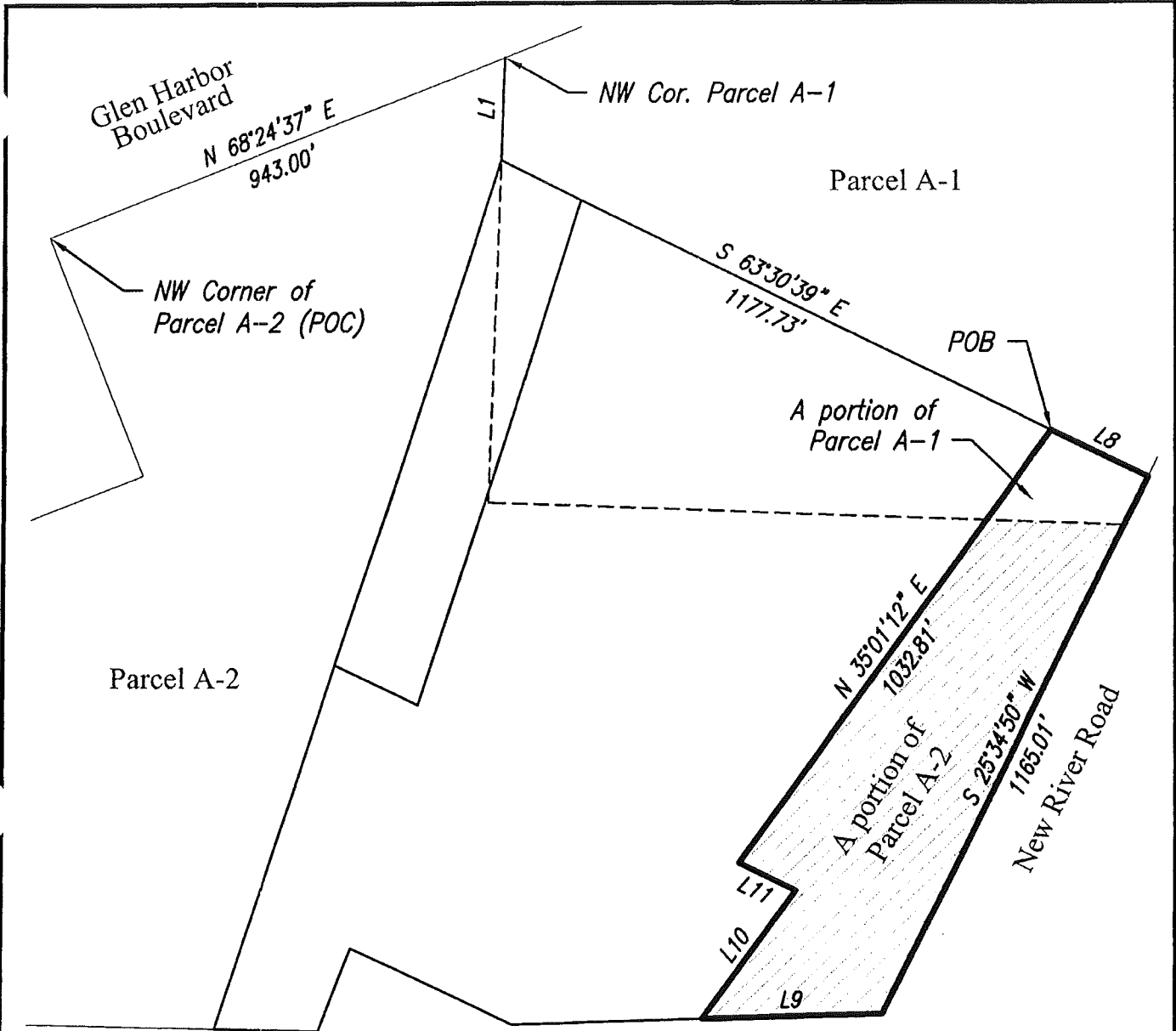
**THENCE** North 35°01'12" East, a distance of 309.68 feet;

**THENCE** North 63°30'39" West, a distance of 121.04 feet;

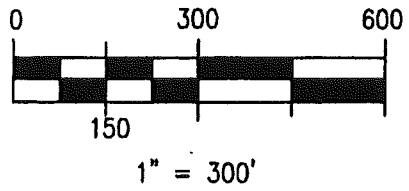
**THENCE** North 35°01'12" East, a distance of 1,032.81 feet to the POINT OF BEGINNING.

Said parcel contains 8.20 acres.





Glendale Avenue



**Parcel 2 8.20 Ac.  
Depiction of Legal**

**Urban Engineering**  
877 S. Alverton Way-Tucson, AZ 85711-520.318.3800

PREPARED: <u>LPD</u>	DRAWN: <u>RRF</u>	CHECK: <u>LPD</u>
DATE: <u>03/09/12</u>	JOB No. <u>12022</u>	SHEET <u>2</u> of <u>3</u>

<i>Line</i>	<i>Bearing</i>	<i>Distance</i>
L1	S 02°06'54" W	198.89'
L2	S 63°30'39" E	174.86'
L3	S 63°30'39" E	121.04'
L4	S 35°01'12" W	309.68'
L5	S 20°31'18" W	174.32'
L6	N 88°41'56" W	198.77'
L7	S 63°30'39" E	174.86'
L8	S 63°30'39" E	205.54'
L9	S 88°10'31" W	343.18'
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L12	S 63°30'39" E	174.86'
L13	N 63°30'39" W	174.86'

**Line Table  
Depiction of Legal**

**Exhibit C**  
**to**  
**the Settlement Agreement between Glendale and Conair**  
**[To Be Attached]**

1 Russell R. Rea – 014616  
2 [rrea@jsslaw.com](mailto:rrea@jsslaw.com)  
3 **JENNINGS, STROUSS & SALMON, P.L.C.**  
4 A Professional Limited Liability Company  
5 One East Washington Street, Suite 1900  
6 Phoenix, Arizona 85004-2554  
7 Telephone: (602) 262-5911  
8 [MinuteEntries@jsslaw.com](mailto:MinuteEntries@jsslaw.com)

9 *Attorneys for Plaintiff The City of Glendale*

10 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

11 **IN AND FOR THE COUNTY OF MARICOPA**

12 THE CITY OF GLENDALE, a municipal  
13 corporation of the State of Arizona,

14 Plaintiff,

15 vs.

16 CONAIR CORPORATION, a Delaware  
17 corporation; THE GLEN HARBOR  
18 BUSINESS PARK PROPERTY OWNERS  
19 ASSOCIATION, an Arizona non-profit  
20 corporation; M.T.S. ACQUISITIONS  
21 L.L.C., an Arizona limited liability  
22 company; and COUNTY OF MARICOPA,

23 Defendants.

No. CV2012-007528

**SATISFACTION OF JUDGMENT IN  
CONDEMNATION**

(Assigned to the Honorable  
James T. Blomo)

24 Defendant Conair Corporation, for and in consideration of the payment of the  
25 sums prescribed in the Stipulated Judgment in Condemnation rendered in the above-  
26 entitled and numbered action on \_\_\_\_\_, 2015, hereby acknowledges  
27 satisfaction of the sums to be paid to Defendant pursuant to said Judgment and that  
28 the parties have agreed, therein and in a separate settlement agreement, allows for  
the entry by this Court of the final order of condemnation. Nothing in the foregoing  
shall constitute a release or waiver of Conair Corporation's rights to receive further  
installment payments pursuant to the Final Judgment and Settlement Agreement  
between the parties.

• • •



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BRYAN CAVE LLP

By: \_\_\_\_\_

Steven A. Hirsch  
Two N. Central Ave., Ste. 2200  
Phoenix, AZ 85004-1032  
*Attorneys for Defendant Conair  
Corporation*

**Exhibit D**  
**to**  
**the Settlement Agreement between Glendale and Conair**  
**[To Be Attached]**

1 Russell R. Rea – 014616  
2 [rrea@jsslaw.com](mailto:rrea@jsslaw.com)  
3 **JENNINGS, STROUSS & SALMON, P.L.C.**  
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9 *Attorneys for Plaintiff The City of Glendale*

10 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

11 **IN AND FOR THE COUNTY OF MARICOPA**

12 THE CITY OF GLENDALE, a municipal  
13 corporation of the State of Arizona,

14 Plaintiff,

15 vs.

16 CONAIR CORPORATION, a Delaware  
17 corporation; THE GLEN HARBOR  
18 BUSINESS PARK PROPERTY OWNERS  
19 ASSOCIATION, an Arizona non-profit  
20 corporation; M.T.S. ACQUISITIONS  
21 L.L.C., an Arizona limited liability  
22 company; and COUNTY OF MARICOPA,

23 Defendants.

No. CV2012-007528

**FINAL ORDER OF CONDEMNATION**

(Assigned to the Honorable  
James T. Blomo)

24 It appearing to the Court that pursuant to the provisions of the Stipulated  
25 Judgment in Condemnation dated \_\_\_\_\_, 2015, this Court may enter  
26 its Final Order of Condemnation at this time,

27 IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that fee title to the  
28 real property described in Exhibit 1 attached hereto and incorporated herein by  
reference, is hereby condemned and vested in the Plaintiff, The City of Glendale.

DONE IN OPEN COURT this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
James T. Blomo  
Judge of the Superior Court

# **EXHIBIT 1**

**LEGAL DESCRIPTION  
FOR PARCEL 1  
A PORTION OF PARCEL A-1 AND A-2**

A portion of Parcel A-1 and Parcel A-2 as shown in Parcel A-1 and A-2, a re-plat of part of Tract "A" of Glen Harbor Air Business Park as recorded in Book 337 of Maps and Plats at Page 36, Sections 5 and 6, Township 2 North, Range 1 East, Gila and Salt River Meridian, Maricopa County, Arizona more particularly described as follows:

**COMMENCING** at the northwest corner for Parcel A-2;

**THENCE** North 68°24'37" East along the south right-of-way line for Glen Harbor Boulevard, said bearing being the Basis of Bearing for this legal description, a distance of 943.00 feet to the northwest corner for Parcel A-1;

**THENCE** along the west property line for Parcel A-1 South 02°06'54" West, a distance of 198.89 feet;

**THENCE** South 63°30'39" East, a distance of 174.86 feet to the POINT OF BEGINNING;

**THENCE** continuing South 63°30'39" East, a distance of 1002.87 feet;

**THENCE** South 35°01'12" West, a distance of 1032.81 feet;

**THENCE** South 63°30'39" East, a distance of 121.04 feet;

**THENCE** South 35°01'12" West, a distance of 309.68 feet to a point on the north right-of-way line for Glendale Avenue;

**THENCE** South 88°10'31" West, a distance of 367.85 feet;

**THENCE** North 63°46'04" West, a distance of 341.42 feet;

**THENCE** South 20°31'18" West, a distance of 174.32 feet to a point on the north right-of-way line of Glendale Avenue;

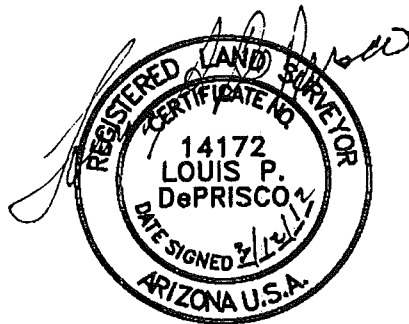
**THENCE** along said right-of-way line North 88°41'56" West, a distance of 198.77 feet;

**THENCE** North 17°41'32" East, a distance of 749.04 feet;

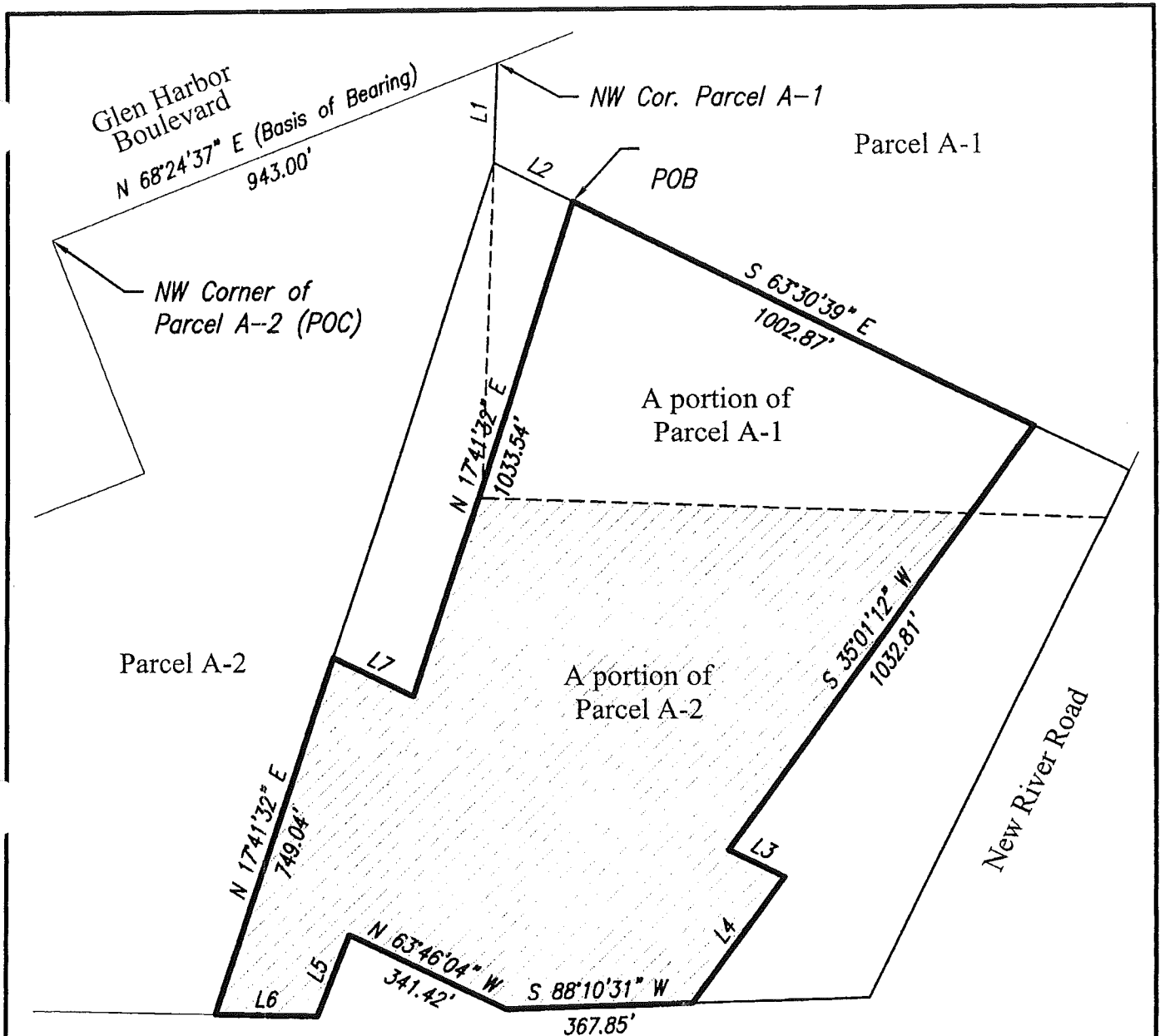
**THENCE** South 63°30'39" East, a distance of 174.86 feet;

**THENCE** North 17°41'32" East, a distance of 1033.54 feet to the POINT OF BEGINNING.

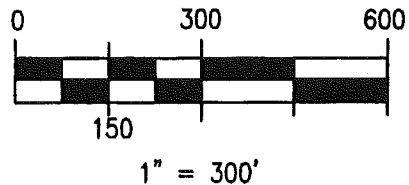
Said parcel contains 30.34 acres.



Expires: 09/30/14



Glendale Avenue



**Parcel 1 30.34 Ac.  
Depiction of Legal**


**Urban Engineering**  
 877 S. Alvernon Way-Tucson, AZ 85711-520.318.3800

PREPARED: LPD	DRAWN: RRF	CHECK: LPD
DATE: 03/09/12	JOB No. 12022	SHEET 3 of 4

<i>Line</i>	<i>Bearing</i>	<i>Distance</i>
L1	S 02°06'54" W	198.89'
L2	S 63°30'39" E	174.86'
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L11	N 63°30'39" W	121.04'
L12	S 63°30'39" E	174.86'
L13	N 63°30'39" W	174.86'

**Line Table  
Depiction of Legal**



**LEGAL DESCRIPTION  
FOR PARCEL 2  
A PORTION OF PARCEL A-1 AND A-2**

A portion of Parcel A-1 and Parcel A-2 as shown in Parcel A-1 and A-2, a re-plat of part of Tract "A" of Glen Harbor Air Business Park as recorded in Book 337 of Maps and Plats at Page 36, Sections 5 and 6, Township 2 North, Range 1 East, Gila and Salt River Meridian, Maricopa County, Arizona more particularly described as follows:

**COMMENCING** at the northwest corner for Parcel A-2;

**THENCE** North 68°24'37" East along the south right-of-way line for Glen Harbor Boulevard, said bearing being the Basis of Bearing for this legal description, a distance of 943.00 feet to the northwest corner for Parcel A-1;

**THENCE** along the west property line for Parcel A-1 South 02°06'54" West, a distance of 198.89 feet;

**THENCE** South 63°30'39" East, a distance of 1,177.73 feet to the POINT OF BEGINNING;

**THENCE** continuing South 63°30'39" West, a distance of 205.54 feet to a point on the west right-of-way line of New River Road;

**THENCE** along said right-of-way line South 25°34'50" West, a distance of 1,165.01 feet to a point on the north right-of-way line of Glendale Avenue;

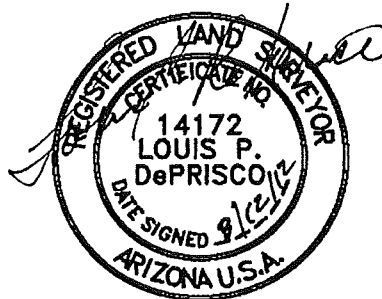
**THENCE** along said right-of-way line South 88°10'31" West, a distance of 343.18 feet;

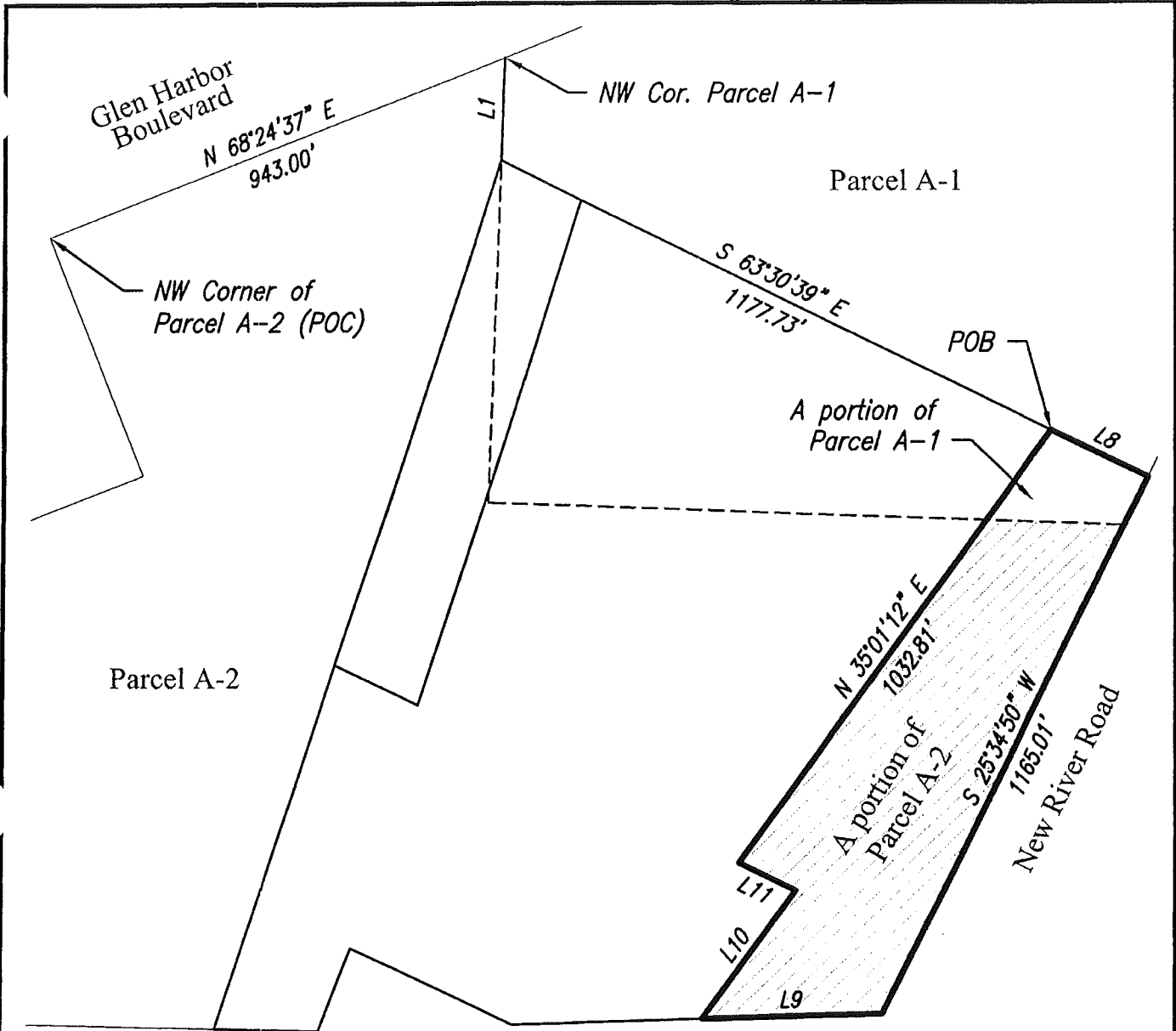
**THENCE** North 35°01'12" East, a distance of 309.68 feet;

**THENCE** North 63°30'39" West, a distance of 121.04 feet;

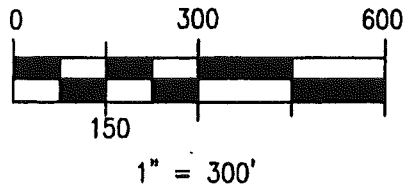
**THENCE** North 35°01'12" East, a distance of 1,032.81 feet to the POINT OF BEGINNING.

Said parcel contains 8.20 acres.





Glendale Avenue



**Parcel 2 8.20 Ac.  
Depiction of Legal**

**Urban Engineering**  
877 S. Alverton Way-Tucson, AZ 85711-520.318.3800

PREPARED: LPD DRAWN: RRF CHECK: LPD  
DATE: 03/09/12 JOB No. 12022 SHEET 2 of 3

<i>Line</i>	<i>Bearing</i>	<i>Distance</i>
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L12	S 63°30'39" E	174.86'
L13	N 63°30'39" W	174.86'

**Line Table  
Depiction of Legal**



## Legislation Description

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**File #:** 15-807, **Version:** 1

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**RESOLUTION 5054: AUTHORIZATION TO ENTER INTO A DEVELOPMENT AGREEMENT WITH CONAIR CORPORATION**

Staff Contact: Michael D. Bailey, City Attorney

**Purpose and Recommended Action**

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into a Development Agreement (the "DA") between the City and Conair Corporation ("Conair"). Conair seeks to improve and develop its property generally located at Glendale Avenue and Glen Harbor Boulevard near the Glendale Municipal Airport. The DA will facilitate Conair's development of its property, and the potential approval of the DA also enabled the City and Conair to reach the settlement agreement regarding the related litigation between the parties.

In accordance with the DA, it is requested that the City Council authorize the City Manager to sign the DA and waive up to Six Hundred Seventy-Six Thousand Two Hundred Fifty-Eight Dollars (\$676,258) for any City fees, not including Development Impact Fees, related to the initial design and construction of, or the issuance of a certificate of occupancy for, the Project.

**Background**

Conair has proposed developing 45 acres of the property it owns near the intersection of Glendale Avenue and Glen Harbor Boulevard near the Glendale Municipal Airport. The property is currently vacant. Conair and the City wished to reach an agreement regarding certain aspects of the zoning of the parcel and fees applicable to the development, and in conjunction reach a settlement agreement regarding the related litigation between the parties.

**Analysis**

The DA affirmatively states that Conair has the right to develop under M-1, Light Industrial zoning applicable to the property, that the City will not rezone the property unless requested by Conair, that the City will use its best efforts to support Conair's application for Foreign Trade Zone status, and that the City will waive a portion of development fees applicable to the development as long as construction of Conair's project begins prior to the payment of the fourth installment of the City's settlement payments as required by the settlement agreement of the related litigation.

**Budget and Financial Impacts**

If approved, the terms of the DA will authorize the waiver of up to Six Hundred Seventy-Six Thousand Two Hundred Fifty-Eight Dollars (\$676,258) for any City fees, not including Development Impact Fees, related to

the initial design and construction of, or the issuance of a certificate of occupancy for, the Project. This includes any development fee (other than Development Impact Fees), buy-in or connection fee, permit fee, review fee, inspection fee and the like.

RESOLUTION NO. 5054 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF A DEVELOPMENT AGREEMENT WITH CONAIR CORPORATION CONCERNING IMPROVEMENTS AND DEVELOPMENT OF PROPERTY GENERALLY LOCATED AT GLENDALE AVENUE AND GLEN HARBOR BOULEVARD NEAR THE GLENDALE MUNICIPAL AIRPORT; AND DIRECTING THAT THE DEVELOPMENT AGREEMENT BE RECORDED.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the Development Agreement with Conair Corporation concerning improvements and development of property generally located at Glendale Avenue and Glen Harbor Boulevard near the Glendale Municipal Airport be entered into, which Development Agreement is now on file in the office of the City Clerk of the City of Glendale

SECTION 2. That the City Manager and the City Clerk are hereby authorized and directed to execute and deliver said Development Agreement on behalf of the City of Glendale.

SECTION 3. That the City Clerk is hereby directed to forward the Development Agreement for recording to the Maricopa County Recorder's Office within ten (10) days after the execution thereof.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this            day of            , 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk            (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
Acting City Manager

r\_atty\_da conair.doc

WHEN RECORDED RETURN TO:  
City Clerk  
City of Glendale  
5850 West Glendale Avenue  
Glendale, Arizona 85301

City of Glendale C-\_\_\_\_\_

### DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is effective as of the \_\_\_\_\_ day of December, 2015 (the "Effective Date"), by and between the CITY OF GLENDALE, an Arizona municipal corporation (the "City"), and Conair Corporation, a Delaware corporation ("Developer").

WHEREAS, the City is authorized pursuant to Article I, Section 3 of its Charter and A.R.S. §§ 9-500.05 and 9-500.11 to enter into economic development agreements with businesses or landowners located in the City and to appropriate and spend public monies for and in conjunction with economic development activities; and

WHEREAS, Developer is the owner of that certain real property located between North Glen Harbor Boulevard and North New River Road, north of West Glendale Avenue and south of West Northern Avenue, in the City of Glendale, Arizona consisting of approximately 45 acres and which is more particularly described in Exhibit A attached hereto and made a part hereof by this reference (the "Property"); and

WHEREAS, on May 3, 2012, the City filed a Complaint in condemnation against Developer in the Maricopa County Superior Court, Case Number CV2012-007528, seeking to acquire approximately 38.5 acres of Developer's Property located north of the Glendale Municipal Airport for airport and related purposes (the "Condemnation Action").

WHEREAS, Developer desires to make certain improvements to the Property for new development and to expand the current employment opportunities at the Property (the "Project") which will benefit the City; and

WHEREAS, the Property is currently vacant land; and

WHEREAS, the Project is consistent with Glendale 2025, the City's General Plan; and

WHEREAS, the City and Developer also desire to settle the Condemnation Action without further litigation; and

WHEREAS, on this date, the City and Developer have entered into a Settlement Agreement settling the Condemnation Action, contingent upon the City's agreement to this Development Agreement and satisfaction of each of the terms and conditions hereof; and

WHEREAS, the City and Developer acknowledge that this Agreement constitutes a "Development Agreement" within the meaning of A.R.S. §9-500.05; and

WHEREAS, this Agreement is entered into for public purposes and is in the public interest of the residents of the City; and

WHEREAS, the public benefits anticipated to accrue to the City from the development contemplated in this Agreement are substantial relative to any economic incentives granted to Developer pursuant to this Agreement; and

WHEREAS, the City is willing to participate in the Project on the terms and conditions specified below.

NOW, THEREFORE, in consideration of the following mutual covenants and conditions, the City and Developer hereby agree as follows:

## AGREEMENT

1. Scope of the Project. The Project consists of the construction of new and additional facilities for the Conair campus on the Property.

2. Development of the Project.

2.1. Development Rights. The City agrees that Developer's intended use is permitted under the current zoning, and for the term of this Agreement, Developer and successor owners of the Property shall have a right to undertake and complete the development and use of the Property in accordance with this Agreement, without being subject to subsequent amendment to the Zoning Ordinance of the City of Glendale. For purposes of this Agreement, the zoning for the Property is deemed vested for the term of this Agreement. The City hereby represents and warrants that the Property is zoned M-1, Light Industrial as approved in Rezoning Application Z-84-30 and that all land uses permitted in the M-1 district are allowed on the Property. The City further represents and warrants that buildings can be developed on the Property with a maximum height of fifty six (56) feet. A small portion of Parcel No. 142-59-002G has a maximum height of



twenty (20) feet adjacent to Glendale Avenue. The City shall not require any additional right-of-way or other dedications on the Property to the City in connection with or as a condition to the City's approval of the Project.

2.2. Rezoning and Development Agreement Amendments. The City shall not initiate any changes or modifications to the current zoning for the Property, except at the request of Developer. The City shall not initiate any changes or modifications to the site plan and design review approval, once such approval is final, except at the written request of Developer. Any such request by Developer for a change will be processed in the manner then set forth in the City's Zoning Ordinance. The City agrees that pursuant to the City Code, the site plan and design review process for the Property will be administrative and will not require public hearings by the Planning & Zoning Commission or City Council.

2.3. Zoning Ordinance Provisions Applicable to the Development of the Property. During the term of this Agreement, development of the Property shall be governed by the Zoning Ordinance in effect at the time of approval of this Agreement, subject to changes or modifications, if any, to such Zoning Ordinance made pursuant to Section 2.2. If the Zoning Ordinance is made less restrictive or revoked after the date hereof, such change shall also benefit Developer.

2.4. Foreign Trade Zone. Developer previously applied for and obtained Foreign Trade Zone status for certain portions of its real property in the City. The City shall endorse and use its best efforts to support and assist Developer with its application for Foreign Trade Zone status for the Project, the Property and any adjacent or nearby real property owned by Developer that is not currently in, or has the status of, a Foreign Trade Zone.

3. Fee Waivers. The City shall waive and Developer shall not pay the first \$676,258.00 due and owing to the City for any City fees related to the initial design and construction of, or the issuance of a certificate of occupancy for, the Project, including, but not limited to, any development fee (other than development impact fees), buy-in or connection fee, permit fee, review fee, inspection fee and the like (collectively, "Fees").

4. No Obligation to Construct. The City and Developer agree that nothing in this Agreement or the Settlement Agreement obligates Developer to construct the Project. Notwithstanding anything to the contrary in this Agreement or the Settlement Agreement, if Developer does not begin construction of the Project on or before the fourth installment payment of \$1,838,276.75 as described in Section 2(b)(iv) of the Settlement Agreement is due and payable, the City shall not be obligated to waive Fees as described in Section 3 above.

5. Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to make any non-party a third party beneficiary of this Agreement. Except as provided in Section 7, no term or provision of this Agreement is intended to, or shall, be

for the benefit of any person, firm, entity or organization not a party hereto, and no such person, firm, entity or organization shall have any right or cause action hereunder.

6. Time is of the Essence. Time is of the essence with regard to the performance of all of the parties' obligations under this Agreement.

7. Assignment; Binding on the Property. The rights of Developer under this Agreement may be transferred or assigned, in whole or in part, by written instrument to any subsequent owner of all or any portion of the Property upon consent of the City, which consent shall not be unreasonably withheld. Notice of any transfer or assignment in accordance with this Section 7 shall be provided to the City at least fifteen (15) days before such transfer or assignment. Subject to the provisions of this Section 7, as provided in A.R.S. § 9-500.05.D, the burdens of this Agreement bind, and the benefits of this Agreement inure to, the parties hereto and their permitted successors in interest and assigns, except as provided below. Developer's rights and obligations hereunder may only be assigned to a person or entity that has an interest in the Property or a portion thereof and only by a written instrument, recorded in the official records of Maricopa County, Arizona, expressly assigning such rights and obligations.

8. Notices. Any notice required or permitted under this Agreement may be delivered in person or sent by certified mail, return receipt requested, to the following addresses:

TO THE CITY:

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

With a copy to:

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

TO DEVELOPER:

Kathleen D. Fong  
Vice President, Chief Legal Officer &  
Secretary  
Conair Corporation  
One Cummings Point Road  
Stamford, Connecticut 06880  
[kathleen\\_fong@conair.com](mailto:kathleen_fong@conair.com)

and:

John Mayorek  
Conair Corporation  
150 Milford Avenue  
East Windsor, New Jersey 08520

[John\\_Mayorek@conair.com](mailto:John_Mayorek@conair.com)

With copies to:

Withey Morris, P.L.C.  
ATTN: Michael B. Withey  
2525 E. Biltmore Circle, Suite A-212  
Phoenix, Arizona 85016  
[m@witheymorris.com](mailto:m@witheymorris.com)

and

Steven A. Hirsch  
Bryan Cave LLP  
Two North Central, Suite 2200  
Phoenix, Arizona 85004  
[sahirsch@bryancave.com](mailto:sahirsch@bryancave.com)

Any notice given by certified mail shall be deemed to be received on the third business day after the date of mailing, and notice given by any other method shall be deemed received when actually delivered to the addressee. Any notice party hereto may change his, her or its address on five days prior notice to all other notice parties hereto.

9. Governing Law; Litigation. The laws of the State of Arizona shall govern this Agreement. The parties agree that venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Maricopa County, Arizona, and the parties hereby waive any right to object to such venue. In the event of any litigation arising out of this Agreement, the successful party shall be entitled to recover its attorneys' fees (regardless of whether in-house or outside counsel is used), expert witness fees and other costs incurred in such litigation.

10. Severability. If any portion of this Agreement is declared void or unenforceable by a court of competent jurisdiction, such provision shall be deemed to be severed from this Agreement, and the remaining terms of this Agreement shall remain effective; provided that if either party is materially prejudiced by such severance, the parties shall promptly negotiate in good faith to amend this Agreement so that it is consistent with the parties' original intent and enforceable with regard to the severed provision.

11. Miscellaneous. This Agreement constitutes the entire agreement between the parties concerning the matters contained herein and supersedes all prior negotiations, understandings and agreements between the parties concerning such matters. This Agreement shall be interpreted and enforced according to the fair meaning of its terms and shall not be construed strictly in favor of or against either party,

regardless of which party may have drafted any of its provisions. Each party to this Agreement has been represented by counsel in the negotiations to draft this Agreement and this Agreement is the result of such negotiations. No provision of this Agreement may be waived except by a writing signed by the party against whom such waiver is sought to be enforced. This Agreement may be amended or cancelled, in whole or in part, only with the mutual written consent of the City and Developer, and within ten (10) days after any such amendment or cancellation of this Agreement, the amendment or cancellation shall be recorded by the City in the Official Records of Maricopa County, Arizona.

12. Default.

12.1. Events Constituting Developer Default. Developer shall be deemed to be in default under this Agreement if Developer breaches any obligations required to be performed by Developer hereunder, and such breach continues for a period of thirty (30) days after receipt of written notice thereof from City.

12.2. Remedies to City. In the event of a Developer default, which default is not cured within any applicable cure period, the City shall have the right, as its sole and exclusive right and remedy to either: (i) waive Developer's default and this Agreement shall continue in full force and effect, or (ii) to terminate this Agreement, whereupon neither party shall have any further obligation or liability hereunder; provided, the default of Developer under this Agreement or the termination of this Agreement shall have no effect on the Settlement Agreement and Developer's and the City's rights and obligations thereunder (including, without limitation, to the extent they are the same as those herein).

12.3. Events of Default by City. The City shall be deemed to be in default under this Agreement if City breaches any obligations required to be performed by the City hereunder and such breach continues for a period of fifteen (15) days after receipt of written notice thereof from Developer with respect to monetary defaults or for a period of thirty (30) days after receipt of written notice thereof from Developer for non-monetary defaults.

12.4. Remedies of Developer. In the event the City is in default hereunder, Developer shall have all remedies available to it at law or in equity, including the remedy of specific performance.

13. No Partnership or Joint Venture. It is mutually understood and agreed that nothing contained in this Agreement is intended or shall be construed in any manner or under any circumstances whatsoever as creating or establishing the relationship of co-partners or creating or establishing the relationship of a partnership or joint venture between the City and Developer, or as a lending of the City's taxing or condemnation power or credit to Developer, or as constituting Developer as the agent or representative of the City for any purpose or in any manner whatsoever.

14. Expedited City Decisions. The City shall expedite the review by the City of all plans and other materials submitted by Developer to the City hereunder or pursuant to any zoning, platting, permit or other governmental procedure pertaining to the development of the Property. The implementation of this Agreement shall be in accordance with the administrative development review process of the City. Accordingly, the parties agree that if at any time Developer or the City believes that an impasse has been reached with the City staff or Developer's staff, respectively, on any issue affecting the Property, the parties shall have the right to immediately appeal to the City Representative or the Developer Representative for an expedited decision pursuant to this Section 14. If the issue on which an impasse has been reached is an issue where the City staff could reach a final decision without Council action or the Developer Representative could reach a final decision without consultation with Developer, the City Representative or the Developer Representative shall give Developer or the City a final decision within fifteen (15) days after the request for an expedited decision. If the issue on which an impasse has been reached is one where a final decision requires action by the City Council or the City of Glendale Planning and Zoning Commission, the City Representative shall be responsible for scheduling a public hearing on the issue by the appropriate City body to be held within thirty (30) days after Developer's request for an expedited decision. The City and Developer each agree to continue to use reasonable good faith efforts to resolve any impasse pending any such expedited decision. Each of the City and Developer shall designate a City Representative and a Developer Representative, respectively, from time to time and notify the other party of such designation and any changes thereto.

15. Cooperation of the City. The City and Developer acknowledge and agree that certain aspects of the development of the Property and acquisition of Foreign Trade Zone status, as contemplated in this Agreement, likely will require consultation with and/or the approval or action of presently known and unknown third parties, including, without limitation, certain governmental bodies such as the City of Phoenix and/or various School Districts. The City agrees to cooperate with, and will take such prompt action as may be necessary or appropriate for, Developer to procure any authorizations, approvals, variances, permits or the like which Developer, in its sole and absolute discretion, determines are necessary or appropriate to facilitate the development of the Property and the approval of Foreign Trade Zone status, as contemplated in this Agreement.

16. Developer Representations. Developer represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and its execution, delivery and performance of this Agreement is and has been duly authorized.

17. City Representations. The City represents and warrants that (i) its execution, delivery and performance of this Agreement has been duly authorized and entered into in compliance with the City's codes, ordinances, regulations and rules; (ii) no further

action needs to be taken in connection with such execution and delivery; and (iii) this Agreement is valid and enforceable in accordance with its terms.

18. Approval by City Council. This Agreement is subject to approval by the City Council at a formal meeting of the same. By execution below, the City acknowledges that the City Council approved this Agreement at a duly held meeting of the City Council.

19. Term. The term of this Agreement is for twenty (20) years. Upon termination, the City and Developer shall execute, acknowledge and record a termination of this Agreement in the records of the Maricopa County Recorder's Office, although failure to record such a termination will not extend the term of this Agreement.

20. Captions. The headings and captions used in this Agreement are for convenience of reference only and shall not affect the meaning of this Agreement in any way.

21. Exhibits and Recitals. All exhibits attached hereto and recitals set forth at the beginning of this Agreement are incorporated herein by reference as though fully set forth herein, and the parties acknowledge that the recitals are true and accurate.

22. Cumulative Remedies. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation, including suits for declaratory relief, specific performance, relief in the nature of mandamus and actions for damages. All of the remedies described above shall be cumulative and not exclusive of one another, and the exercise of any one or more of the remedies shall not constitute a waiver or election with respect to any other available remedy.

23. No Waiver. No waiver by either party of a breach of any of the terms, covenants or conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. No delay in exercising any right or remedy shall constitute a waiver thereof and no waiver by the parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other provision of this Agreement. Nothing herein shall constitute or be deemed to be a waiver by Developer of its right to request future rezonings or changes in development standards for all or any portion(s) of the Property pursuant to the City's procedures and requirements existing at the time of the request.

24. Consents and Approvals. The City and Developer shall at all times act reasonably with respect to any and all matters which require either party to review, consent or approve any act or matter hereunder.

25. Recordation. This Agreement and any subsequent amendments shall be recorded in their entirety in the Official Records of Maricopa County, Arizona by the City not later than ten (10) days after this Agreement is executed by the City and Developer.

26. Conflicts of Interest. A.R.S. §38-511 provides political subdivisions a right to cancel contracts under certain circumstances. The City and Developer acknowledge that the provisions of A.R.S. § 38-511, which are incorporated herein by reference, may create a situation where the City may have a right to cancel this Agreement pursuant to the rights given the City under A.R.S. § 38-511. Developer agrees not to knowingly take any action which would create any right of cancellation pursuant to the provisions of A.R.S. § 38-511, to the extent they may be applicable to this Agreement or any amendment to this Agreement.

27. No Additional Developer Representations. Nothing contained herein shall be deemed to obligate Developer to initiate or complete any part or all of the development of the Property. Developer makes no representations to the City or anyone else except as expressly provided herein.

28. Status Statements. Any party to this Agreement (the "requesting party") may, at any time, and from time to time, deliver written notice to the other party requesting such other party (the "providing party") to provide in writing that, to the knowledge of the providing party: (i) this Agreement is in full force and effect and a binding obligation of the parties; (ii) this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments; and (iii) the requesting party is not in default in the performance of the requesting party's obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults (a "Status Statement"). A party receiving a request hereunder shall execute and return such Status Statement within five (5) days following the receipt thereof. The City acknowledges that a Status Statement hereunder may be relied upon by transferees and mortgagees. The City shall have no liability for monetary damages to Developer, or any transferee or mortgagee or any other person, in connection with, resulting from or based upon the lack of issuance of any Status Statement hereunder.

29. Warranty Against Payment of Consideration for Agreement. Developer warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement, other than the normal costs of conducting business and costs of professional services such as architects, consultants, engineers and attorneys.

30. Nonliability of Officials, Partners and Employees. No member, official or employee of the City will be personally liable to Developer, or any successor in interest, in the event of a default or breach by the City for any amount which may become due to Developer or successor, or on any obligation under the terms of this Agreement. No member, interest holder, stockholder, director, officer, manager,

partner, advisor or employee of Developer will be personally liable to the City in the event of a default or breach by Developer under the terms of this Agreement.

31. Community Facilities or Similar Districts. During the term of this Agreement, the City shall not include the Property in any improvement district, community facilities district or similar public improvement district.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]







**EXHIBIT A**

**Legal Description of Property**

# DESCRIPTION OF SURVEYED LAND

All of Parcel A-3 and that portion of Parcels A-1 and A-2, REPLAT OF PART OF TRACT A OF GLEN HARBOR AIR BUSINESS PARK, Book 337 of Maps, Page 36, records of Maricopa County, Arizona, described as follows:

Beginning at the Southwest corner of Parcel A-2; thence along the exterior lines of Parcels A-2 and A-3 the following 7 courses: North 88 degrees 41 minutes 56 seconds West 450.36 feet; thence North 43 degrees 53 minutes 51 seconds West 55.34 feet; thence North 00 degrees 54 minutes 14 seconds East 199.15 feet; thence North 04 degrees 48 minutes 24 seconds West 50.25 feet; thence North 00 degrees 54 minutes 14 seconds East 536.18 feet; thence along a curve to the right with a radius of 719 feet, a central angle of 67 degrees 30 minutes 23 seconds, a distance of 847.13 feet; thence North 68 degrees 24 minutes 37 seconds East 1073.00 feet to the most southerly Northwest corner of Parcel A-1 identical with the Northeast corner of Parcel A-2; thence South 02 degrees 06 minutes 54 seconds West along the East line of Parcel A-2 identical with the West line of Parcel A-1, a distance of 198.89 feet to a point on the Northwesterly projection of the Northerly line of that certain parcel of land described in Instrument No. 20120461500, records of Maricopa County, Arizona; thence South 63 degrees 30 minutes 39 seconds East along said projection, 174.86 feet to the Northwest corner of said parcel; thence along the exterior lines of said parcel the following 3 courses: South 17 degrees 41 minutes 32 seconds West 1033.54 feet; thence North 63 degrees 30 minutes 39 seconds West 174.86 feet; thence South 17 degrees 41 minutes 32 seconds West 749.04 feet to a point on the South line of Parcel A-2; thence North 88 degrees 41 minutes 56 seconds West along said South line, 421.87 feet to the Point of Beginning.



JOB NO. 10-16-15  
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