

**FINAL AGENDA**  
**AMENDED**

**REGULAR COUNCIL MEETING  
TUESDAY  
MARCH 19, 2019**

**COUNCIL CHAMBERS  
211 WEST ASPEN AVENUE  
4:30 P.M. AND 6:00 P.M.**

**4:30 P.M. MEETING**

*Individual Items on the 4:30 p.m. meeting agenda may be postponed to the 6:00 p.m. meeting.*

**1. CALL TO ORDER**

**NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION**

*Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this regular meeting, the City Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).*

**2. ROLL CALL**

*NOTE: One or more Councilmembers may be in attendance telephonically or by other technological means.*

MAYOR EVANS  
VICE MAYOR SHIMONI  
COUNCILMEMBER ASLAN  
COUNCILMEMBER MCCARTHY

COUNCILMEMBER ODEGAARD  
COUNCILMEMBER SALAS  
COUNCILMEMBER WHELAN

**3. PLEDGE OF ALLEGIANCE AND MISSION STATEMENT**

**MISSION STATEMENT**

*The mission of the City of Flagstaff is to protect and enhance the quality of life for all.*

**4. PUBLIC PARTICIPATION**

*Public Participation enables the public to address the Council about an item that is not on the agenda. Comments relating to items that are on the agenda will be taken at the time that the item is discussed. If you wish to address the Council at tonight's meeting, please complete a comment card and submit it to the recording clerk as soon as possible. Your name will be called when it is your turn to speak. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone an opportunity to speak. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative*



who may have no more than fifteen minutes to speak.

**5. LIQUOR LICENSE PUBLIC HEARINGS**

- A. Consideration and Action on Liquor License Application:** Christian Otzen, "Legacy Beverage", 2400 N. Walgreens Blvd., Series 04 (wholesaler), New License.

**STAFF RECOMMENDED ACTION:**

Open the public hearing.  
Receive citizen input.  
Close the public hearing.

The City Council has the option to:

- (1) Forward the application to the State with a recommendation for approval;
- (2) Forward the application to the State with a recommendation for denial based on information from staff, the testimony received at the public hearing and/or other factors.

- B. Consideration and Action on Liquor License Application:** David Ledbetter, Jr. "NiMarco's Pizza", 13715 N. Kaspar Drive, Series 12 (restaurant), New License.

**STAFF RECOMMENDED ACTION:**

Open the public hearing.  
Receive citizen input.  
Close the public hearing.

The City Council has the option to:

- (1) Forward the application to the State with a recommendation for approval;
- (2) Forward the application to the State with a recommendation for denial based on information from staff, the testimony received at the public hearing and/or other factors.

**6. CONSENT ITEMS**

*All matters under Consent Agenda are considered by the City Council to be routine and will be enacted by one motion approving the recommendations listed on the agenda. Unless otherwise indicated, expenditures approved by Council are budgeted items.*

- A. Consideration and Approval of Contract:** Water Services Well & Pump Maintenance Contract

**STAFF RECOMMENDED ACTION:**

1. Approve the contract award to Empire Pump Corporation out of Phoenix, Arizona for the purchase of Well and Pump Maintenance Services not to exceed \$650,000 (Six hundred fifty thousand dollars) annually.
2. Authorize the City Manager to execute the necessary documents.



**7. ROUTINE ITEMS**

**A. Consideration and Approval of Purchase Through a Cooperative Purchase Contract:**

To purchase one (1) 2020 International HV513 SFA Heavy Plow Truck from the RWC Group, LLC through a cooperative purchase contract with the Arizona Department of Administration, State Procurement Office in the amount of \$259,572.23.

**STAFF RECOMMENDED ACTION:**

1. Approve the equipment purchase for one (1) 2020 International HV513 SFA Heavy Duty Plow Truck from RWC Group, LLC in the amount of \$259,572.23, plus applicable taxes, through cooperative purchase contract #CTR42343/CTR041813 with the Arizona Department of Administration, State Procurement Office.
2. Authorize the City Manager to execute the necessary documents.

**B. Consideration and Approval of Purchase Through a Cooperative Purchase Contract:**

To purchase two (2) 2020 Freightliner M2-106 Street Sweepers from Freightliner of Arizona, LLC, through a cooperative purchase contract with the Arizona Department of Administration, State Procurement Office in the amount of \$540,940.40.

**STAFF RECOMMENDED ACTION:**

1. Approve the equipment purchase of two (2) 2020 Freightliner M2-106 Street Sweepers from Freightliner of Arizona LLC in the amount of \$540,940.40, through cooperative purchase contract #CTR041810 with the Arizona Department of Administration, State Procurement Office.
2. Authorize the City Manager to execute the necessary documents.

**C. Consideration and Approval of a Cooperative Purchase Contract: To purchase one (1) 2018 Caterpillar CC34B Asphalt Compactor from Caterpillar, Inc through a cooperative purchase contract with the City of Tucson (through the National Intergovernmental Purchasing Alliance) in the amount of \$61,017.00.**

**STAFF RECOMMENDED ACTION:**

1. Approve the equipment purchase for one (1) 2018 Caterpillar CC34B Asphalt Compactor from Caterpillar, Inc in the amount of \$61,017.00, plus applicable taxes, through cooperative purchase contract #161534-01 with the City of Tucson (through the National Intergovernmental Purchasing Alliance).
2. Authorize the City Manager to execute the necessary documents.



**D. Consideration and Approval of Purchase Through a Cooperative Purchase Contract:**

To purchase one (1) Aerial Bucket Truck from Altec Industries, Inc through a cooperative purchase contract with Sourcewell (formerly NJPA) in the amount of \$166,867.00.

**STAFF RECOMMENDED ACTION:**

1. Approve the equipment purchase for one (1) Chassis and Aerial Bucket from Altec Industries, Inc. in the amount of \$166,867.00, plus applicable taxes, through cooperative purchase contract #012418-ALT with Sourcewell (formerly NJPA).
2. Authorize the City Manager to execute the necessary documents.

**E. Consideration and Approval of Contract:**

Approve the Professional Services Contract with Beta Public Relations, LLC in the amount of \$54,978.88 for the Rio de Flag Flood Control Project Public Outreach Campaign.

**STAFF RECOMMENDED ACTION:**

1. Approve the Professional Services Contract with Beta Public Relations, LLC in the amount of \$54,978.88 and a contract time frame of 1,095 calendar days; and
2. Authorize the City Manager to execute the necessary documents.

**F. Consideration and Acceptance:** Offer submitted by Woodshire on Butler, LLC regarding Solicitation No. 2019-67, without exceptions, for sale and development of approximately .74 acres of land located at 2989 E. Butler Avenue.

**STAFF RECOMMENDED ACTION:**

Accept the offer submitted by Woodshire on Butler, LLC without exceptions, authorize Staff to negotiate a Purchase Agreement and Development Agreement including affordable housing obligations, for sale of approximately .74 acres of City property located at 2989 E. Butler Avenue, subject to Council approval of the final documents and adoption of an Ordinance to transfer the property.

**G. Consideration and Action:** Joining an amicus brief in the case of New York v. United States Department of Commerce.

**RECOMMENDED ACTION:**

Council action

**RECESS**

**6:00 P.M. MEETING**

**RECONVENE**



## **NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION**

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### **8. ROLL CALL**

*NOTE: One or more Councilmembers may be in attendance telephonically or by other technological means.*

MAYOR EVANS

VICE MAYOR SHIMONI

COUNCILMEMBER ASLAN

COUNCILMEMBER MCCARTHY

COUNCILMEMBER ODEGAARD

COUNCILMEMBER SALAS

COUNCILMEMBER WHELAN

### **9. PLEDGE OF ALLEGIANCE**

### **10. PUBLIC PARTICIPATION**

### **11. CARRY OVER ITEMS FROM THE 4:30 P.M. AGENDA**

### **12. REGULAR AGENDA**

- A. Consideration and Adoption of Resolution No. 2019-13:** A resolution of the Mayor and Council of the City of Flagstaff supporting Congressman Raul Grijalva's proposed house bill titled "Grand Canyon Centennial Protection Act," which will enact a permanent ban on uranium mining on more than one million acres of land around the Grand Canyon.

#### **STAFF RECOMMENDED ACTION:**

- 1) Read Resolution No. 2019-13 by title only
- 2) City Clerk reads Resolution No. 2019-13 by title only (if approved above)
- 3) Adopt Resolution No. 2019-13

### **13. DISCUSSION ITEMS**

- A. Discussion and Possible Direction:** 2019/2020 Election Overview and Timeline Review

#### **STAFF RECOMMENDED ACTION:**

Discussion and possible direction.

- B. Discussion/Direction:** Current Issues Before Arizona Legislature and Federal Issues.



14. **COUNCIL LIAISON REPORTS**

15. **FUTURE AGENDA ITEM REQUESTS**

*After discussion and upon agreement by three members of the Council, an item will be moved to a regularly-scheduled Council meeting.*

- A. **Future Agenda Item Request (F.A.I.R.):** A request by former Councilmember Putzova to place on a future agenda a discussion about Affordable Housing ballot measure for 2020.

**STAFF RECOMMENDED ACTION:**

Council direction.

- B. **Future Agenda Item Request (F.A.I.R.):** A request by Mayor Evans to place on a future agenda a discussion regarding establishing/creating the Affordable Housing Commission discussed in Prop 422.

**STAFF RECOMMENDED ACTION:**

Council direction.

16. **INFORMATIONAL ITEMS AND REPORTS FROM COUNCIL AND STAFF, FUTURE AGENDA ITEM REQUESTS**

17. **ADJOURNMENT**

**CERTIFICATE OF POSTING OF NOTICE**

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at Flagstaff City Hall on \_\_\_\_\_, at \_\_\_\_\_ a.m./p.m. in accordance with the statement filed by the City Council with the City Clerk.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Stacy Saltzburg, MMC, City Clerk



## 5. A.

### CITY OF FLAGSTAFF STAFF SUMMARY REPORT

**To:** The Honorable Mayor and Council  
**From:** Stacy Fobar, Deputy City Clerk  
**Date:** 03/12/2019  
**Meeting Date:** 03/19/2019



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#### TITLE:

**Consideration and Action on Liquor License Application:** Christian Otzen, "Legacy Beverage", 2400 N. Walgreens Blvd., Series 04 (wholesaler), New License.

#### STAFF RECOMMENDED ACTION:

Open the public hearing.  
Receive citizen input.  
Close the public hearing.

The City Council has the option to:

- (1) Forward the application to the State with a recommendation for approval;
- (2) Forward the application to the State with a recommendation for denial based on information from staff, the testimony received at the public hearing and/or other factors.

#### Executive Summary:

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting of the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. A Series 04 license allows a wholesaler to warehouse, sell and distribute all types of spirituous liquor (beer, wine, distilled spirits) to Arizona-licensed retailers. Legacy Beverage is an existing business in Flagstaff and was formally known as Northland Beverage; if approved, it will be one of the 5 active series 04 licenses in Flagstaff. Series 04 liquor licenses are a non-quota license.

The property has been posted as required, and the Police and Community Development divisions have reviewed the application and provided their respective reports.



### Financial Impact:

There is no budgetary impact to the City of Flagstaff as this is a recommendation to the State.

### Policy Impact:

Not applicable.

**Connection to Council Goal, Regional Plan and/or Team Flagstaff Strategic Plan:**

Liquor licenses are a regulatory action and there is no Council goal that applies.

**Has There Been Previous Council Decision on This:**

Not applicable.

### Key Considerations:

Because the application is for a wholesale license, consideration may only be given to the applicant's personal qualifications.

The deadline for issuing a recommendation on this application is March 20, 2019.

### Community Benefits and Considerations:

This business will contribute to the tax base of the community.

### Community Involvement:

The application was properly posted on February 25, 2019. No written protests have been received to date.

**Attachments:**

### Legacy - Letter to Applicant

## Hearing Procedures

### Series 04 Description

## Legacy Beverage - PD Memo

## Legacy Beverage - Code Memo

### Legacy - Map



OFFICE OF THE CITY CLERK

2/12/2019

Legacy Beverage, LLC  
Attn: Christian Otzen  
PO Box 730  
Flagstaff, AZ 86002

Dear Mr. Otzen:

Your application for a new Series 04 Liquor License for Legacy Beverage located at 2400 N. Walgreens Boulevard, was posted on February 25, 2019. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, March 19, 2019 which begins at 4:30 p.m.**

It is important that you or your representative attend this Council Meeting and be prepared to answer any questions that the City Council may have. Failure to be available for questions could result in a recommendation for denial of your application. We suggest that you contact your legal counsel or the Department of Liquor Licenses and Control at 602-542-5141 to determine the criteria for your license. To help you understand how the public hearing process will be conducted, we are enclosing a copy of the City's liquor license application hearing procedures.

The twenty-day posting period for your liquor license application is set to expire on March 17, 2019 and the application may be removed from the premises at that time.

If you have any questions, please feel free to call me at 928-213-2077.

Sincerely,

Stacy M. Fobar  
Deputy City Clerk

Enclosure





# City of Flagstaff

## Liquor License Application Hearing Procedures

1. When the matter is reached at the Council meeting, the presiding officer will open the public hearing on the item.
2. The presiding officer will request that the Applicant come forward to address the Council regarding the application in a presentation not exceeding ten (10) minutes. Council may question the Applicant regarding the testimony or other evidence provided by the Applicant.
3. The presiding officer will then ask whether City staff have information to present to the Council regarding the application. Staff should come forward at this point and present information to the Council in a presentation not exceeding ten (10) minutes. Council may question City staff regarding the testimony or other evidence provided by City staff.
4. Other parties, if any, may then testify, limited to three (3) minutes per person. Council may question these parties regarding the testimony they present to the Council.
5. The Applicant may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of the Applicant.
6. City staff may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of City Staff.
7. The presiding officer will then close the public hearing.
8. The Council will then, by motion, vote to forward the application to the State with a recommendation of approval, disapproval, or shall vote to forward with no recommendation.



## **R19-1-702. Determining Whether to Grant a License for a Certain Location**

- A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:
1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;
  2. Number and types of licenses within one mile of the proposed premises;
  3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;
  4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;
  5. Residential and commercial population density within one mile of the proposed premises;
  6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;
  7. Effect on vehicular traffic within one mile of the proposed premises;
  8. Compatibility of the proposed business with other activity within one mile of the proposed premises;
  9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;
  10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;
  11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and
  12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.
- B. This Section is authorized by A.R.S. § 4-201(I).



## **License Types: Series 04 Wholesaler**

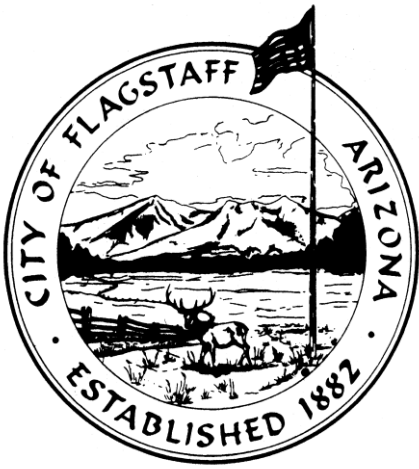
This non-transferable liquor license allows a wholesaler to warehouse, sell and distribute all types of spirituous liquor (beer, wine, distilled spirits) to Arizona-licensed retailers.

An Employee Log must be kept by the licensee of all persons employed at the premises including each employee's name, date and place of birth, address and responsibilities.

**ADDITIONAL RIGHTS AND RESPONSIBILITIES:** A wholesaler may not have a financial interest in a retail spirituous liquor business. A wholesaler may not offer illegal inducements to a retailer nor engage in commercial coercion or bribery or other unlawful trade practices. An Employee Log must be kept by the licensee of all persons employed at the premises including each employee's name, date and place of birth, address and responsibilities.

**ARIZONA STATUTES AND REGULATIONS:** A.R.S. Â§4-201, 4-202, 4-203, 4-209(B)(4), 4-209(D)(4), 4-243, 4-243.01; Rule R19-1-226; R19-1-228.





# FLAGSTAFF POLICE DEPARTMENT

911 SAWMILL RD • FLAGSTAFF, ARIZONA 86001 • (928) 779-3646

ADMIN FAX (928) 213-3372

TDD 1-800-842-4681



Chief of Police  
Kevin D. Treadway

## MEMORANDUM

**Memo # 19- 015**

**TO** Interim Chief Musselman

**FROM** Sgt. Collin Seay

**DATE** February 20<sup>th</sup>, 2019

**REF** Series 4 Liquor License Application for Legacy Beverage

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On February 20<sup>th</sup>, 2019, I initiated an investigation into a new series 4 (Wholesaler) liquor license application for Legacy Beverage. Legacy Beverage will be located at 2400 N Walgreens Blvd. in Flagstaff. A series 4 license is for wholesale distributing only. The applicants are Christian Otzen (Controlling Person and Agent) Lorenz Otzen Jr., Linda Otzen, Patrick Nackard, Palmer Nackard, Monica Nackard (Controlling Persons) and James Davis (Manager).

I conducted a query of local systems and public access on all the applicants and no derogatory records were found within the past five years. Christian Otzen (Agent), Lorenz Otzen Jr., Linda Otzen, Patrick Nackard, Palmer Nackard, Monica Nackard, and James Davis will be operating the business. They have completed the mandatory liquor law training course and have provided proof. I checked for liquor law violations on Christian Otzen, Lorenz Otzen Jr., Linda Otzen, Palmer Nackard, Monica Nackard and James Davis. No liquor law violations could be located for any of these individuals.

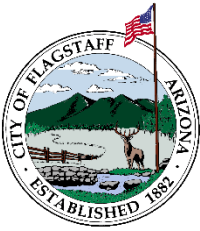
I located four previous liquor law violations for Patrick Nackard that occurred between 1995 and 1997. On November 21, 1995 an employee was cited for consuming on duty and distiller, vintner, brewer, or wholesaler to deal in spirituous liquor to a person other than a license. On April 11, 1996 the business was cited for distiller, vintner, brewer, or wholesaler to deal in spirituous liquor to a person other than a license. On March 3, 1997 the business was cited for distiller, vintner, brewer, or wholesaler to deal in spirituous liquor to a person other than a license.

I spoke with Christian Otzen who indicated the owners of Northland Beverage Co. and Nackard Distribution merged into the new ownership of Legacy Beverage in 2017. He told me they currently operate at two locations in Flagstaff with two Series 4 distribution licenses at 3825 E Huntington Dr. (#04033014) and 5660 E Penstock Ave. (#04033015). He advised he and his partners are leasing 125,000 square foot of space at 2400 N Walgreens Blvd. which is about one-third the space in the building for the next twenty-five years. Christian said his space will be on the South side of the building facing Interstate 40. Christian said he will be moving both alcohol distribution centers into the one location, and Legacy



Beverage will plan to sell the location on Huntington and re-purpose the Penstock location. I could not find any liquor violation against either of Legacy Beverages liquor licenses in Flagstaff. Christian said he would be present at the March 19<sup>th</sup>, 2019 council meeting.





## Planning and Development Services Memorandum

To: Stacy Fobar, Deputy City Clerk  
From: Reggie Eccleston, Code Compliance Manager  
CC: Tiffany Antol, Interim Planning Director  
Date: Feb. 20, 2019  
Re: Application for Liquor License #39399  
2400 N. Walgreen Blvd., Flagstaff, Arizona 86004  
Assessor's Parcel Number 107-16-005T  
Christian Otzen on behalf of Legacy Beverage, LLC

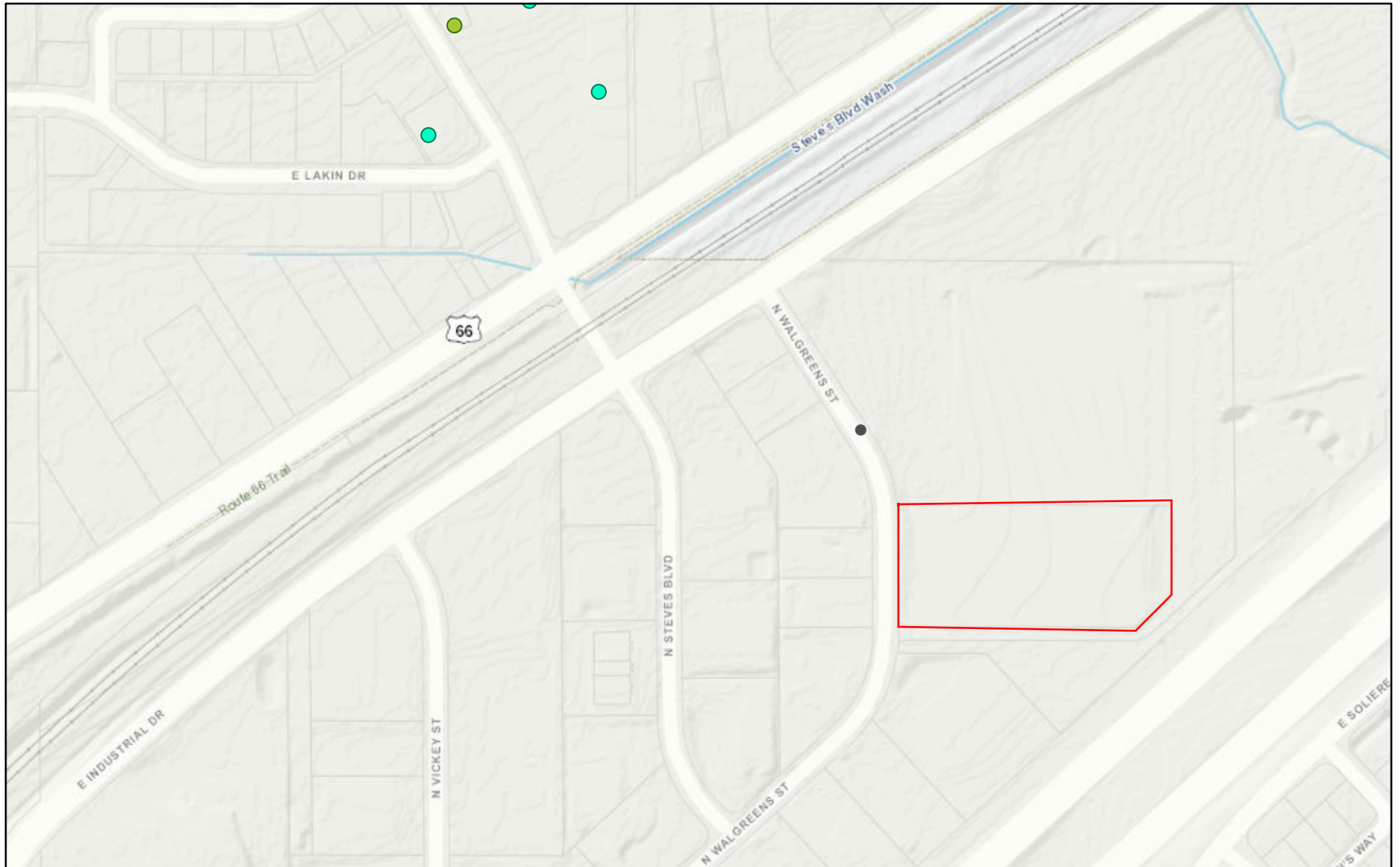
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This application is a request for a new Series 04 Wholesaler liquor license by Christian Otzen on behalf of Legacy Beverage, LLC. This business is located within the Light Industrial district. This district does allow for this use.

There are no active Zoning Code violations associated with the applicant or the property at this time.



# ArcGIS Web Map



2/11/2019, 12:08:47 PM

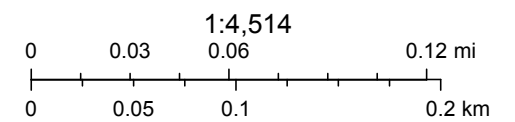
Liquor Licenses



Liquor Store



Restaurant





## 5. B.

### CITY OF FLAGSTAFF STAFF SUMMARY REPORT

**To:** The Honorable Mayor and Council  
**From:** Stacy Fobar, Deputy City Clerk  
**Date:** 03/12/2019  
**Meeting Date:** 03/19/2019



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#### TITLE:

**Consideration and Action on Liquor License Application:** David Ledbetter, Jr. "NiMarco's Pizza", 13715 N. Kaspar Drive, Series 12 (restaurant), New License.

#### STAFF RECOMMENDED ACTION:

Open the public hearing.  
Receive citizen input.  
Close the public hearing.

The City Council has the option to:

- (1) Forward the application to the State with a recommendation for approval;
- (2) Forward the application to the State with a recommendation for denial based on information from staff, the testimony received at the public hearing and/or other factors.

#### Executive Summary:

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting of the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. A Series 12 license 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. Nimarco's Pizza is an existing business in Flagstaff that is adding a new location with a new series 12 restaurant license. If approved it will be the 101st active series 12 license in Flagstaff. Series 12 licenses are non-quota licenses. To view surrounding liquor licenses, please visit <http://map-flagstaff.opendata.arcgis.com/>

The property has been posted as required, and the Police and Community Development divisions have reviewed the application and provided their respective reports.



**Financial Impact:**

There is no budgetary impact to the City of Flagstaff as this is a recommendation to the State.

**Policy Impact:**

Not applicable.

**Connection to Council Goal, Regional Plan and/or Team Flagstaff Strategic Plan:**

Liquor licenses are a regulatory action and there is no Council goal that applies.

**Has There Been Previous Council Decision on This:**

Not applicable.

**Key Considerations:**

Because the application is for a new license, consideration may be given to both the location and the applicant's personal qualifications.

The deadline for issuing a recommendation on this application is March 20, 2019.

**Community Benefits and Considerations:**

This business will contribute to the tax base of the community.

**Community Involvement:**

The application was properly posted on February 25, 2019. No written protests have been received to date.

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**Attachments:**    [Nimarco's Pizza - Letter to Applicant](#)  
                          [Hearing Procedures](#)  
                          [Series 12 Description](#)  
                          [Nimarco's Pizza - PD Memo](#)  
                          [Nimarco's Pizza - Code Memo](#)  
                          [Nimarco's Pizza - Map](#)



OFFICE OF THE CITY CLERK

3/4/2019

Nimarco's Pizza  
Attn: David Ledbetter, Jr.  
5600 Lake Mary Rd.  
Flagstaff, AZ 86005

Dear Mr. Ledbetter:

Your application for a new Series 012 Liquor License for Nimarco's Pizza located at 3715 N. Kaspar Drive, was posted on February 25, 2019. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, March 19, 2019 which begins at 4:30 p.m.**

It is important that you or your representative attend this Council Meeting and be prepared to answer any questions that the City Council may have. Failure to be available for questions could result in a recommendation for denial of your application. We suggest that you contact your legal counsel or the Department of Liquor Licenses and Control at 602-542-5141 to determine the criteria for your license. To help you understand how the public hearing process will be conducted, we are enclosing a copy of the City's liquor license application hearing procedures.

The twenty-day posting period for your liquor license application is set to expire on March 17, 2019 and the application may be removed from the premises at that time.

If you have any questions, please feel free to call me at 928-213-2077.

Sincerely,

Stacy M. Fobar  
Deputy City Clerk

Enclosure





# City of Flagstaff

## Liquor License Application Hearing Procedures

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5. The Applicant may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of the Applicant.
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8. The Council will then, by motion, vote to forward the application to the State with a recommendation of approval, disapproval, or shall vote to forward with no recommendation.



## **R19-1-702. Determining Whether to Grant a License for a Certain Location**

- A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:
1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;
  2. Number and types of licenses within one mile of the proposed premises;
  3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;
  4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;
  5. Residential and commercial population density within one mile of the proposed premises;
  6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;
  7. Effect on vehicular traffic within one mile of the proposed premises;
  8. Compatibility of the proposed business with other activity within one mile of the proposed premises;
  9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;
  10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;
  11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and
  12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.
- B. This Section is authorized by A.R.S. § 4-201(I).



## License Types: Series 12 Restaurant License

Non-transferable

On-sale retail privileges

Note: Terms in **BOLD CAPITALS** are defined in the [glossary](#).

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### PURPOSE:

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.

### ADDITIONAL RIGHTS AND RESPONSIBILITIES:

An applicant for a restaurant license must file a copy of its restaurant menu and Restaurant Operation Plan with the application. The Plan must include listings of all restaurant equipment and service items, the restaurant seating capacity, and other information requested by the department to substantiate that the restaurant will operate in compliance with Title 4.

The licensee must notify the Department, in advance, of any proposed changes in the seating capacity of the restaurant or dimensions of a restaurant facility.

A restaurant licensee must maintain complete restaurant services continually during the hours of selling and serving of spirituous liquor, until at least 10:00 p.m. daily, if any spirituous liquor is to be sold and served up to 2:00 a.m.

On any original applications, new managers and/or the person responsible for the day-to-day operations must attend a basic and management training class.

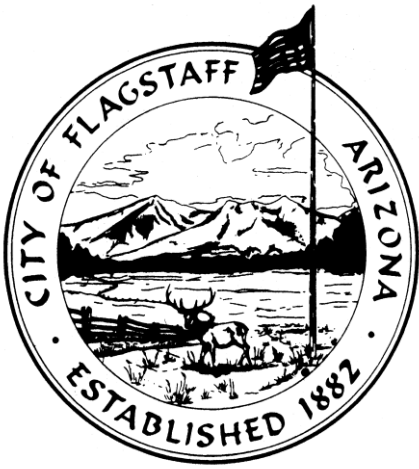
A licensee acting as a **RETAIL AGENT**, authorized to purchase and accept **DELIVERY** of spirituous liquor by other licensees, must receive a certificate of registration from the Department.

A **PREGNANCY WARNING SIGN** for pregnant women consuming spirituous liquor must be posted within twenty (20) feet of the cash register or behind the bar.

A log must be kept by the licensee of all persons employed at the premises including each employee's name, date and place of birth, address and responsibilities.

Bar, beer and wine bar, and restaurant licensees must pay an annual surcharge of \$20.00. The money collected from these licensees will be used by the Department for an auditor to review compliance by restaurants with the restaurant licensing provisions of ARS 4-205.02.





# FLAGSTAFF POLICE DEPARTMENT

911 SAWMILL RD • FLAGSTAFF, ARIZONA 86001 • (928) 779-3646

ADMIN FAX (928) 213-3372

TDD 1-800-842-4681



Chief of Police  
Kevin D. Treadway

## MEMORANDUM

**Memo #19-016**

**TO: Interim Chief Dan Musselman**

**FROM: Sgt. Collin Seay**

**DATE: February 21<sup>st</sup>, 2019**

**RE: LIQUOR LICENSE APPLICATION – SERIES 12- FOR “Nimarco’s Pizza at 3715 N. Kaspar Drive”**

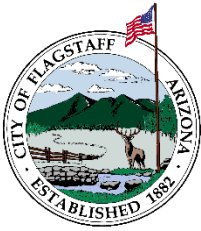
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On February 21<sup>st</sup>, 2019, I initiated an investigation into an application for a series 12 (restaurant) liquor license filed by David Ledbetter (Controlling Person and Agent), Angela Ledbetter (Controlling Person), and Thomas Glenn (Controlling Person). The new Nimarco’s Pizza is located at 3715 N Kaspar Drive, and this is an application for a new series 12 license #51796. The location is currently under construction and is expected to be completed on April 15<sup>th</sup>, 2019

I conducted a query through local systems and public access on the three applicants, and no derogatory records were found on any of the applicants. David and Thomas have taken the mandatory state liquor classes and provided proof with the application. I conducted a search of the current and previous liquor licenses possessed by this group, and they possess two other Series 12 licenses for their two other Nimarco’s Pizza locations in Flagstaff at 1800 S Milton Rd. (#12033308) and 101 S Beaver St (#12033107). I did not find any violations against either of these licenses.

I made contact with David Ledbetter over the phone, and he advised he and Angela would be out of town for the March 19<sup>th</sup>, 2019 council meeting but assured Thomas Glenn would be at the meeting. David advised he plans to continue to run the same business model as his other two Flagstaff locations and will serve alcohol from 11am to 9pm on Sunday through Wednesday and 11 am to 10 pm on Thursday through Saturday.





## Planning and Development Services Memorandum

To: Stacy Fobar, Deputy City Clerk  
From: Reggie Eccleston, Code Compliance Manager  
CC: Tiffany Antol, Interim Planning Director  
Date: Feb. 26, 2019  
Re: Application for Liquor License #51796  
3715 N. Kaspar Dr., Flagstaff, Arizona 86004  
Assessor's Parcel Number 113-23-004G  
David Ledbetter, Jr. on behalf of Nimarco's Pizza

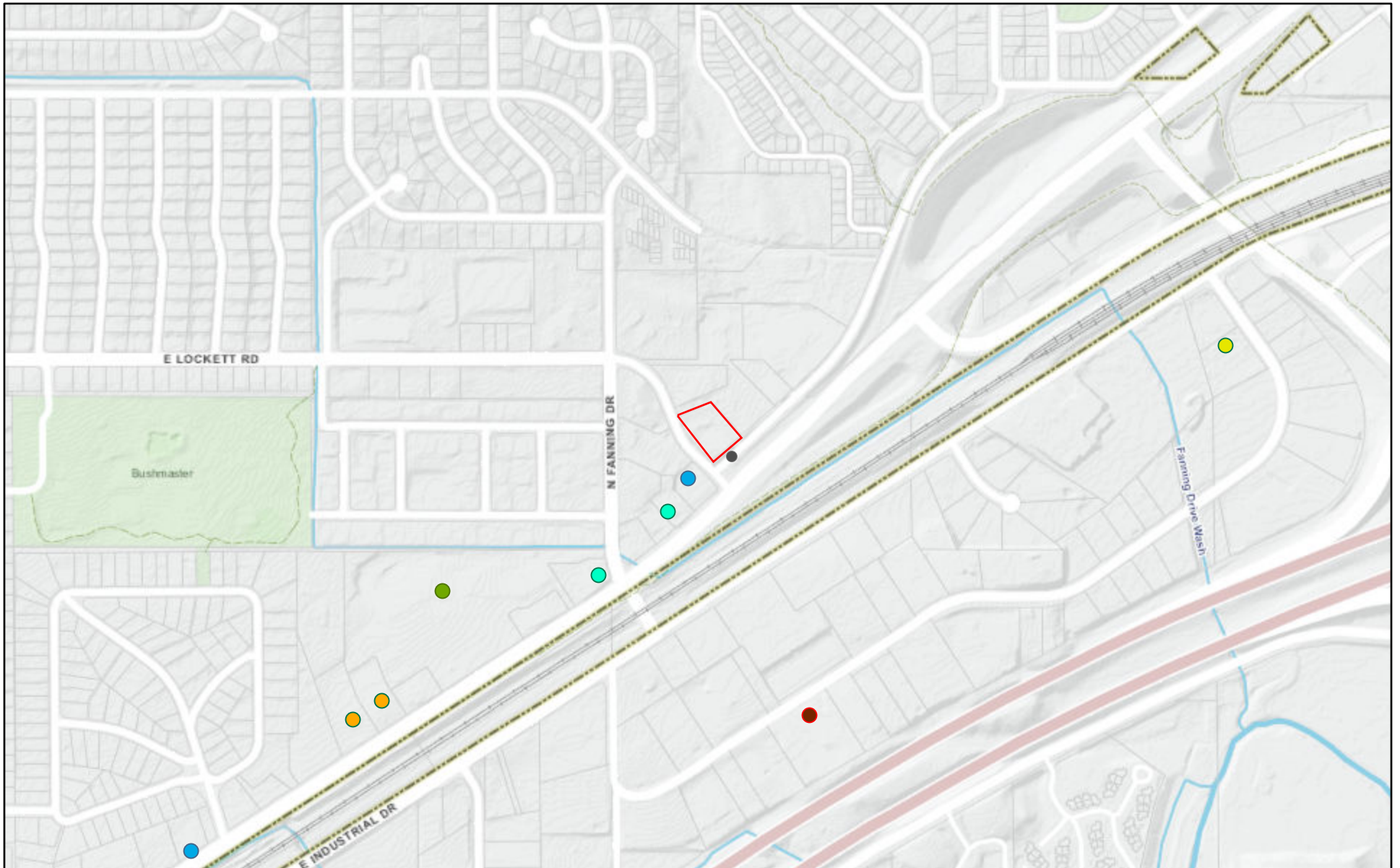
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This application is a request for a new Series 12 Restaurant liquor license by David Ledbetter, Jr. on behalf of Nimarco's Pizza. This business is located within the Highway Commercial district. This district does allow for this use.

There are no active Zoning Code violations associated with the applicant or the property at this time.



# ArcGIS Web Map

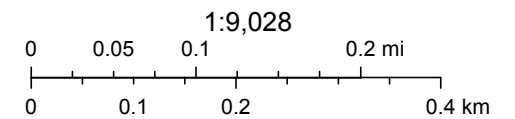


3/4/2019, 11:08:35 AM

Liquor Licenses

- Bar
- Beer and Wine Store

- In State Microbrewery
- Liquor Store
- Restaurant
- Wholesaler





## 6. A.

### CITY OF FLAGSTAFF STAFF SUMMARY REPORT

**To:** The Honorable Mayor and Council  
**From:** Brian Huntzinger, Water Production Manager  
**Co-Submitter:** Mark Richardson  
**Date:** 03/12/2019  
**Meeting Date:** 03/19/2019



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#### **TITLE:**

**Consideration and Approval of Contract:** Water Services Well & Pump Maintenance Contract

#### **STAFF RECOMMENDED ACTION:**

1. Approve the contract award to Empire Pump Corporation out of Phoenix, Arizona for the purchase of Well and Pump Maintenance Services not to exceed \$650,000 (Six hundred fifty thousand dollars) annually.
2. Authorize the City Manager to execute the necessary documents.

#### **Executive Summary:**

The City of Flagstaff, Water Services, operates water treatment and distribution facilities including well fields. The purpose of establishing an agreement with a qualified contractor is to provide maintenance and repair of the pumps, motors, wells and other equipment associated with water production. The work covered under this agreement is for the removal and replacement of groundwater submersible pumps, motors, column pipe, and line shaft pumps, water treatment pumps, and motors, related electrical work, and any other work related to maintaining, cleaning and repairing wells, on an as-needed basis.

#### **Financial Impact:**

Water Production annually budgets based on the number of wells in service, the age of wells, etc. under accounts 202-08-301-1020-0-4229 (Local Wells), 202-08-301-1021-0-4229 (Lake Mary Wellfield), 202-08-301-1022-0-4229 (Woody Mtn. Wellfield) to cover the costs associated with maintaining the City of Flagstaff's groundwater wells. This Contract may also be utilized by Water Reclamation Plants/Facilities (under accounts 203-08-311-1122-0-4229, 203-08-312-1122-0-4229 and 204-08-321-1203-0-4229) and Water Services, Engineering Project Management.

#### **Policy Impact:**

This contract ensures the potable water supply for the City of Flagstaff is at maximum capacity at all times and the infrastructure is maintained.

#### **Connection to Council Goal, Regional Plan and/or Team Flagstaff Strategic Plan:**



Transportation and other public infrastructure. Replace aging infrastructure.

**Has There Been Previous Council Decision on This:**

Similar contracts have been done since 1992. The last contract was approved in December of 2013.

**Options and Alternatives:**

1. Approve the contract award to Empire Pump Corporation out of Phoenix, Arizona for the purchase of Well and Pump Maintenance Services in the amount of not to exceed \$650,000.00 (Six Hundred and Fifty Thousand Dollars) annually; or
2. Reject all bids for Water Services Well & Pump Maintenance. The option would be to bid each maintenance job separately.

**Background/History:**

The City of Flagstaff, Water Services, operates water treatment and distribution facilities including well fields. In order to service the City of Flagstaff groundwater wells, a company needs to have the necessary equipment, licenses, bonds, and professional skills in order to do so as there is the possibility of multiple wells needing maintenance at one time. Due to potential high water demand (summer) and approximate two days of peak demand volume in storage, timing is critical for the maintenance and repair of water production infrastructure. The purpose of establishing an agreement with a qualified contractor is to provide maintenance and repair of the pumps, motors, wells and other equipment associated with water production. The work covered under this agreement is for the removal and replacement of groundwater submersible pumps, motors, column pipe, and line shaft pumps, water treatment pumps, and motors, related electrical work, and any other work related to maintaining, cleaning and repairing wells, on an as-needed basis.

**Key Considerations:**

Our existing Well and Pump Maintenance Service Contract expires March 17, 2019. A new service contract will allow the City to purchase Well and Pump Maintenance Services under a formal contract through Empire Pump, which will help the City ensure the potable water supply for the City of Flagstaff is at maximum capacity at all times.

On December 14, 2018, the Purchasing Section posted an Invitation for Bids solicitation on the PlanetBids website and advertised in the December 23 and December 30, 2018 Arizona Daily Sun newspaper. There were six (6) bids that were received for Well and Pump Maintenance Services, which were opened on January 22, 2019. Empire Pump Corporation was considered to be the lowest and responsible bidder. The initial contract is for two (2) years with the option to renew for three (3) additional one (1) year periods, upon mutual agreement between the City of Flagstaff and Empire Pump Corporation.

**Expanded Financial Considerations:**

All funds associated with this bid and agreement are included in the Water Services, Water Production, Water Reclamation and Engineering, and Project Management annual budgets for each respective facility or section.

**Community Benefits and Considerations:**



The purpose of this proposal is to allow the Water Services Division to make repairs and maintenance to current and future groundwater wells and pumps at both water production and reclamation treatment plants in a timely and cost-efficient manner. The ability to complete these repairs helps ensure continuous production of potable and reclaimed water for the citizens of Flagstaff.

**Community Involvement:**

Inform

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**Attachments:**     Well and Pump Maintenance Contract  
                             Contract Exhibit A- Empire Pump Pricing  
                             Final Bid Matrix



## **SAMPLE CONTRACT**

### **CONTRACT FOR PURCHASE OF WELL AND PUMP MAINTENANCE SERVICES FOR THE CITY OF FLAGSTAFF WATER SERVICES DIVISION**

Contract No. 2019-35

This Contract is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City"), and Empire Pump, a State of Arizona Corporation ("Contractor").

WHEREAS, the City desires to receive, and Contractor is able to provide materials and/or services;

NOW THEREFORE, in consideration for the mutual promises contained herein, the parties agree as follows:

1. **Scope of Work:** Contractor shall provide **WELL AND PUMP MAINTENANCE SERVICES FOR THE CITY OF FLAGSTAFF WATER SERVICES DIVISION**, subject to all terms, conditions, and specifications provided in the response to this Solicitation and in the Scope of Work attached hereto as Exhibit A.
2. **Compensation:** The contractor shall be compensated for work performed under the bid schedule, work performed under purchase order or for work or services provided under the Special Item section identified in the Scope of Work attached hereto as Exhibit A. Payment shall be compensation in full for all terms necessary to provide a complete job with respect to each bid item, purchase order, or amendment to the job.
3. **Standard Terms and Conditions:** The City of Flagstaff Standard Terms and Conditions, attached hereto as Exhibit B are hereby incorporated in this Contract by reference and shall apply to performance of this Contract, except to the extent modified in Exhibit A.
4. **Special Terms and Conditions:** The City of Flagstaff Special Terms and Conditions, attached hereto as Exhibit C are hereby incorporated in this Contract by reference and shall apply to performance of this Contract, except to the extent modified in Exhibit A.
5. **Insurance:** Contractor shall meet Insurance Requirements of the City as set forth in Exhibit D.
6. **Contract Term:** Firm Fixed Fee. Initial term is for two (2) years, with annual renewals not to exceed three (3) additional one (1) year terms.
7. **Contract Renewal:** The City reserves the right to unilaterally extend the period of the contract for ninety (90) days beyond the stated expiration date.
8. **Notice:** Any formal notice required under this Contract shall be in writing and sent by certified mail and email as follows:



To the City:

Jessica Bryson  
Senior Procurement Specialist  
City of Flagstaff  
211 W. Aspen Ave.  
Flagstaff, Arizona 86001  
[jbryson@flagstaffaz.gov](mailto:jbryson@flagstaffaz.gov)

To Contractor:

Mike Mullin  
Project Manager  
Empire Pump Corporation  
2849 S. 49<sup>th</sup> Ave.  
Phoenix, Arizona 85043  
[mike@empirepumpcorp.com](mailto:mike@empirepumpcorp.com)

With a copy to:

Brian Huntzinger  
Water Production Manager  
City of Flagstaff  
211 W. Aspen Ave.  
Flagstaff, Arizona 86001  
[bhuntzinger@flagstaffaz.gov](mailto:bhuntzinger@flagstaffaz.gov)

With a copy to:

9. Authority: Each party warrants that it has authority to enter into this Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into this Contract.

CONTRACTOR

\_\_\_\_\_  
Print name: \_\_\_\_\_

Title: \_\_\_\_\_

CITY OF FLAGSTAFF

\_\_\_\_\_  
Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney's Office

Notice to Proceed issued: \_\_\_\_\_, 2019



## **EXHIBIT A**

### **SCOPE OF WORK**

**OVERVIEW:** The City of Flagstaff, Arizona operates water processing, treatment and distribution facilities, including well fields. The purpose of this bid is to establish a contract with a qualified Contractor for maintenance and repair of the pumps, motors, and other equipment associated with the water processing, wastewater processing, and distribution process throughout the City of Flagstaff.

The bid is organized into bid schedules, which have similar equipment grouped together. Bid schedules 1-6 apply to Lake Mary Water Treatment Facility, bid schedule 7 refers to the Rio de Flag Reclamation Facility and bid schedule 8 refers to the Wildcat Hill Wastewater Treatment Facility. The bid will be evaluated and awarded in the following manner – bid schedules 1-6 (Lake Mary) is one group; bid schedule 7 and 8 (Rio de Flag Wildcat Hill) is the second group.

**SCOPE OF WORK:** The work covered under this contract is for the removal and replacement of submersible pumps, motors, column pipe and line shaft pumps, water treatment pumps and motors, and related electrical work, on an as needed basis. Each bid schedule has data for each well, pump and motor covered under this contract and is attached for proposing and informational purposes.

**DESCRIPTION OF WORK:** The following items are the minimum requirements of performing the scope of work and are not to be construed to mean limits of the work required. The work may be minimized or expanded depending on the method the Contractor chooses to perform the scope of work.

1. Mobilization and demobilization to pull the pump and to set the pump.
2. Electrical work: The contractor shall disconnect the source power to the well; disconnect power cables from the switch gear, pull electrical cable from conduit as required, take precautions when handling electrical or power cable so as not to damage protective coatings or wire, disconnect motor leads, and/or splice motor leads. The Contractor shall connect the source power to the well; band submersible cable with stainless steel bands every twenty (20) feet, run cable through conduit, make appropriate electrical connections, set, and balance power phases for efficient pump operations. Load protection devices are installed on all wells except those located in the Inner Basin well field.
3. Mechanical and Plumbing: The Contractor shall disconnect all pipe fittings, air lines, oil lines, and discharge heads that are required to be taken apart and removed to pull the pump and motor. At some locations, it will be necessary to remove and replace a removable building, hatch or other structure. Many of these structures have connection eyes on the roof to connect a cable harness to simplify the structure removal. All mechanical and plumbing items removed will be replaced in a workmanlike manner that will result in as good or better installation found prior to the dismantling.
4. Pumps and Motors: The Contractor will pull and deliver to the appropriate City of Flagstaff Water Treatment Facilities all submersible pumps and motors and all line shaft motors and/or pumps unless other arrangements are agreed upon for storage or repair. The deliveries to the City of Flagstaff Water Treatment Facilities will be made during normal operating hours, Monday through Friday only. The Contractor shall notify the Facility Manager two working days prior to delivery.

**LOCATIONS:** The well field locations are within a 15-mile radius of Flagstaff City Hall. The Inner Basin well field is approximately 11.5 miles north; the Woody Mountain well field is approximately 6.5 miles



southwest and; the Lake Mary well field is approximately 8.5 miles southeast. The Wildcat Hill Wastewater Treatment Facility is at 2800 North El Paso Road, telephone number 928.526.2520; the Rio de Flag Reclamation Facility is at 600 Babbitt Way, telephone number 928.556.1301; and the Lake Mary Water Treatment Facility is at 4500 South Lake Mary Road, telephone number 928.774.0262. These facilities are on City maintained streets.

**ACCESS TO SITES:** City crews will maintain road and site access to all Woody Mountain and Lake Mary well fields during the progress of the work, except in the most severe weather conditions. Inner Basin wells will not be worked on during the winter season (November through May). Road and site access will be maintained to the Inner Basin wells by City crews during the period(s) the Contractor is requested to work on the wells except in periods of severe weather. The City will have an employee on hand to monitor the progress of the work.

#### **CONTRACTOR RESPONSIBILITIES:**

The contractor will:

1. Provide all labor, equipment, materials, tools, expertise, and incidentals to perform the scope of work.
2. Safeguard all City equipment such as, but not limited to, electrical cables, air lines, oil lines, fittings, pumps, motors and protecting water filled motors from freezing. For Lake Mary equipment items except for column pipe may be turned over to the City at the Lake Mary Water Treatment Plant (LMWTP) for storage during the time the pump is out of the well hole. While in storage at the LMWTP the Contractor will not be liable for the equipment and/or materials.

The Contractor is fully responsible for the protection and security of the water quality and integrity of the well during the period of time the pump is out of the well hole.

**SPECIAL ITEMS:** Special items under this section refer to materials and services not included within the bid schedules, but which may be necessary for the Contractor to provide.

Examples of items include, but are not limited to:

- "Test pumping" equipment
- Pitless adapters
- Sounding tubes
- Water delivery: pipe, adaptors, fittings.
- Motor repairs
- Motor replacements (new and/or rebuilt)
- Steel building
- Column pipe
- Bowl assemblies
- Pump replacement (new and/or rebuilt)
- Shaft and tubing
- Bearings
- Check valves
- Electric cables
- Electric controls
- Stainless steel bands
- Well and pump modification
- General excavation, drainage work and trenching



- Well rehabilitation/workover
- Dust control
- Motor control centers/switchgear/transformers
- Load protection devices
- Lightning protection equipment
- Electric panels, and lighting circuits
- Compressors
- Crane

The Contractor will be compensated for such services at a percentage markup of the cost the Contractor pays for the item or service (wholesale price). **State the markup percentage:** \_\_\_\_\_; actual invoices must be submitted with billing in order for invoices to be paid.

All special item purchases must be approved, in writing, by the City's Water Production Manager prior to any purchases being made.

#### RIGHTS AND OBLIGATIONS OF CITY:

1. City's Water Production Manager: The City's Water Production Manager, who shall be empowered to act for the City in accordance with the provisions of this contract where such acts are not contrary to law of City ordinances, shall be the Water Services Director or his designee. The City's Water Production Manager will audit the billings, approve payments, oversee schedules, and generally be responsible for overseeing the execution of this contract. Changes in the contract may be made only with the approval of the Flagstaff City Council in advance of said change.
2. Inspection: Inspectors may be stationed on the worksite to report to the Water Production Manager as to the progress of the work, the manner in which it is being performed and to report whenever it appears that materials furnished, and work performed by the Contractor fails to fulfill the requirements of this contract. The inspector may direct the attention of the Contractor to such failure or infringement, but such inspection shall not relieve the Contractor from any obligation to furnish acceptable materials or to provide completed work that is satisfactory.

The Contractor shall properly guard and protect all finished or partially finished work and shall be responsible for the same until the work is completed and accepted by the City's Water Production Manager.

#### RIGHTS AND OBLIGATIONS OF THE CONTRACTOR:

1. Contractor's Licenses: Each proposer shall state his/her Arizona Commercial State Contractor's License Number and Classification as evidence that he/she is qualified to contract the work as indicated in the specifications. Each Contractor is required to have a commercial license issued by the State of Arizona Registrar of Contractors regardless of their location.
2. Authorization to Proceed: Specific authorization to proceed with the services described in "Well Maintenance Specifications" and Schedules shall be as follows:
  - a. Authorization to proceed shall be by a telephone call from the City's Project Manager or designee confirmed in writing (Task Order).
    - For special services, the Contractor shall include a description of the work to be



Performed and the schedule for commencing and completing the work.

3. Response Time: After authorization to proceed has been provided to the Contractor by the City in the above described manner, the Contractor shall respond with manpower, equipment and materials to the area requested within the following time frames:
  - a. Routine/Scheduled: When non-emergency services are called for by the City, the Contractor shall respond within fourteen (14) calendar days after the City's authorization to proceed.
  - b. Urgent/Critical: When emergency services are called for by the City, the Contractor shall respond with the most available rig or equipment required, within three (3) calendar days after the City's authorization to proceed.

Time is of the essence in the performance of this contract, and failure to respond within the specified response times shall be considered a breach of the contract and may constitute grounds for the immediate termination of this contract. It shall also be the basis for disallowance of the mobilization and/or demobilization compensation.

The Contractor is employed to render specialized service only, and any payment made is compensation solely for those services rendered. Contractor shall follow the practice its trade or profession in providing such service.



## EXHIBIT B

# STANDARD TERMS AND CONDITIONS

### IN GENERAL

1. **NOTICE TO PROCEED:** Contractor shall not commence performance until after City has issued a Notice to Proceed.
2. **LICENSES AND PERMITS:** Contractor its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract, and provide copies to City upon request.
3. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of this Contract.
4. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, this Contract is non-exclusive, and the City reserves the right to contract with others for materials or services.
5. **SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity, shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

### MATERIALS

6. **PURCHASE ORDERS:** The City will issue a purchase order for the materials covered by the Contract, and such order will reference the Contract number.
7. **QUALITY:** Contractor warrants that all materials supplied under this Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials and will be safe and appropriate for use as normally used. City's inspection, testing, acceptance or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.
8. **ACCEPTANCE:** All materials and services provided by Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.
9. **MANUFACTURER'S WARRANTIES:** Contractor shall deliver all Manufacturers' Warranties to City upon City's acceptance of the materials.
10. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.
11. **TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to the City until the City receives the material at the point of delivery, and the City has completed inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.



12. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.
13. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor may not substitute nonconforming materials, or services. Delivery of nonconforming materials, and/or services, or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
14. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.
15. **LIENS:** All materials and other deliverables supplied to the City shall be free of all liens other than the security interest held by Contractor until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.
16. **CHANGES IN ORDERS:** The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

## **PAYMENT**

17. **INVOICES:** A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number, and dates when goods were shipped or work performed. Invoices shall be sent within 30 days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.
18. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.
19. **TAXES:** Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of this Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.  
  
Exception: The City will pay any taxes which are specifically identified as a line item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and approved by the City as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.
20. **FEDERAL EXCISE TAXES:** The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.
21. **FUEL CHARGES:** Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by City.



- 22. **DISCOUNTS:** If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials and/or materials were received by City.
- 23. **AMOUNTS DUE TO THE CITY:** Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to City or fees and charges owed to City under this Contract.
- 24. **OFAC:** No City payments may be made to any person in violation of Office of Foreign Assets Control regulations, 31 C.F.R. Part 501.

## **SERVICES**

- 25. **INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.
- 26. **CONTROL:** Contractor shall be responsible for the control of the work.
- 27. **WORK SITE:** Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.
- 28. **SAFEGUARDING PROPERTY:** Contractor shall responsible for any damage to real property of the City or adjacent property in performance of the work and safeguard the worksite.
- 29. **QUALITY:** All work shall be of good quality and free of defects, performed in a diligent and professional manner.
- 30. **ACCEPTANCE:** If work is rejected by the City due to noncompliance with the Contract, The City, after notifying Contractor in writing, may require Contractor to correct the deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.

## **INSPECTION, RECORDS, ADMINISTRATION**

- 31. **RECORDS:** The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five (5) years after completion of the Contract.
- 32. **RIGHT TO INSPECT BUSINESS:** The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.
- 33. **PUBLIC RECORDS:** This Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law, A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.



- 34. CONTRACT ADMINISTRATION:** Contractor will be required to participate in the City's Contract Administration Process. Contractor will be closely monitored for contract compliance and will be required to promptly correct any deficiencies.

### **INDEMNIFICATION, INSURANCE**

- 35. GENERAL INDEMNIFICATION:** Contractor shall indemnify, defend and hold harmless the City, its council, boards and commissions, officers, employees from all losses, claims, suits, payments and judgments, demands, expenses, attorney's fees or actions of any kind resulting from personal injury to any person, including employees, subcontractors or agents of Contractor or damages to any property arising or alleged to have arisen out of the negligent performance of the Contract, except any such injury or damages arising out of the sole negligence of the City, its officers, agents or employees. This indemnification provision shall survive termination or expiration of the Contract. This indemnification clause shall not apply, if a different indemnification clause is included in the City's Specific Terms and Conditions.
- 36. INSURANCE:** Contractor shall maintain all insurance coverage required by the City, including public liability and worker's compensation.
- 37. INTELLECTUAL PROPERTY INDEMNIFICATION:** Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other proprietary rights of any third parties arising out of Contract performance or use by the City of materials furnished or work performed under this Contract. Contractor shall promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City and its agents for alleged infringement, or alleged unfair competition resulting from similarity in design, trademark or appearance of goods, and indemnify the City against any and all expenses, losses, royalties, profits and damages, attorney's fees and costs resulting from such proceedings or settlement thereof. This indemnification shall survive termination or expiration of the Contract.

### **CONTRACT CHANGES**

- 38. PRICE INCREASES:** Except as expressly provided for in the Contract, no price increases will be approved.
- 39. COMPLETE AGREEMENT:** The Contract is intended to be the complete and final agreement of the parties.
- 40. AMENDMENTS:** This Contract may be amended by written agreement of the parties.
- 41. SEVERABILITY:** If any term or provision of this Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted, and the remainder of this Contract shall remain in full force and effect.
- 42. NO WAIVER:** Each party has the right insist upon strict performance of the Contract, and the prior failure of a party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.
- 43. ASSIGNMENT:** This Contract may be assigned by Contractor with prior written consent of the City, which will not be unreasonably withheld. Any assignment without such consent shall be null and



void. Unless expressly provided for in a separately executed Consent to Assignment, no assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to City. The Purchasing Director shall have authority to consent to an assignment on behalf of City.

- 44. BINDING EFFECT:** This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns.

#### **EMPLOYEES AND SUBCONTRACTORS**

- 45. SUBCONTRACTING:** Contractor may subcontract work in whole or in part with the City's advance written consent. City reserves the right to withhold consent if subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.
- 47. NONDISCRIMINATION:** Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, familial status and represents and warrants that it complies with all applicable federal, state and local laws and executive orders regarding employment. In addition, Contractor shall comply with the City Code, Chapter 14-02 Civil Rights which prohibits discrimination based on sexual orientation, or gender identity or expression.
- 48. DRUG FREE WORKPLACE:** The City has adopted a Drug Free Workplace policy 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 personnel shall abstain from use or possession of illegal drugs while engaged in performance of this Contract.
- 49. IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all state and federal Immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty"). A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City. The City retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on this Contract to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the City in any random verification performed. Neither Contractor nor any subcontractor shall 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).

#### **DEFAULT AND TERMINATION**

- 50. TERMINATION FOR DEFAULT:** Prior to terminating this Contract for a material breach, the non-defaulting party shall give the defaulting party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days, unless a longer period of time is granted by the non-defaulting party in writing. In the event the breach is not timely cured, or in the event of a series of repeated



breaches, the non-defaulting party may elect to terminate this Contract by written notice, which shall be effective upon receipt. In the event of default, the parties may execute all remedies available at law, in addition to the remedies provided in this Contract.

51. **CITY REMEDIES:** In the event of Contractor's default, City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.
52. **CONTRACTOR REMEDIES:** In the event of City's default, Contractor may pursue all remedies available at law, except as provided for herein.
53. **SPECIAL DAMAGES:** In the event of default, neither party shall be liable for incidental, special, or consequential damages.
54. **TERMINATION FOR NONAPPROPRIATION OF FUNDS:** The City may terminate all or a portion of this Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.
55. **TERMINATION FOR CONVENIENCE:** Unless expressly provided for otherwise in the Contract, this Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice without further penalty or liability to Contractor. If this Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by City before the effective date of termination.
56. **TERMINATION DUE TO INSOLVENCY:** If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate this Contract, and Contractor is deemed in default, if the Contractor 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 ability to perform under the Contract.
57. **PAYMENT UPON TERMINATION:** Upon termination of this Contract, City will pay Contractor for satisfactory performance up until the effective date of termination. City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.
58. **CANCELLATION FOR GRATUITIES:** The City may cancel this Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with award or performance of the Contract.
59. **CANCELLATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511):** The City may cancel this Contract within three (3) years after its execution, without penalty or further liability to Contractor.



## **MISCELLANEOUS**

- 60. ADVERTISING:** Contractor shall not advertise or publish information concerning its Contract with City without the prior written consent of the City.
- 61. NOTICES:** All notices given pursuant to this Contract shall be delivered at the addresses as specified in the Contract or updated by Notice to the other party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four (4) days after being sent; (c) or sent by overnight courier, with receipt deemed effective two (2) days after being sent. A Notice may be sent by email as a secondary form of notice.
- 62. THIRD PARTY BENEFICIARIES:** This Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.
- 63. GOVERNING LAW:** This Contract shall be construed in accordance with the laws of Arizona.
- 64. FORUM:** In the event of litigation relating to this Contract, any action at law or in equity shall be filed in Coconino County, Arizona.
- 65. ATTORNEYS' FEES:** If any action at law or in equity is necessary to enforce the terms of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, professional fees and expenses.



## EXHIBIT C

### **SPECIAL TERMS AND CONDITIONS**

1. **INTENT:** The City of Flagstaff, Arizona operates water processing, treatment and distribution facilities, including well fields. The purpose of this bid is to establish a contract with a qualified Contractor for maintenance and repair of the pumps and motors and other equipment associated with the water processing, wastewater processing and distribution process throughout the City of Flagstaff.

The bid is organized into bid schedules which have similar equipment grouped together. Bid schedules 1-6 apply to Lake Mary Water Treatment Facility, bid schedule 7 refers to the Rio de Flag Reclamation Facility and bid schedule 8 refers to the Wildcat Hill Wastewater Treatment Facility. The bid will be evaluated and awarded in the following manner – bid schedules 1-6 (Lake Mary) is one group; bid schedule 7 and 8 (Rio de Flag Wildcat Hill) is the second group.

These specifications require the doing of all things necessary, or proper for, or incidental to the furnishings and delivery of said unit and associated equipment. All things not expressly mentioned in these specifications but involved in carrying out their intent are required by these specifications, and the Contractor shall perform the same as though they were specifically mentioned, described, and delineated.

The Contractor is to submit a user list with in service date, phone number, and person to contact that are currently using the equipment offered in this bid for consideration, so that if necessary, the City can view the equipment in operation.

2. **WARRANTY:** Contractor expressly warrants that all goods and services covered by this Contract shall conform to the specifications, drawings, samples or other description in this Invitation for Bids, shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship and free from defect and that goods and services of Contractor's design be free from defect in design. Inspection, test, acceptance or use of the goods furnished hereunder shall not affect Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor agrees to replace or to correct defects of any goods or services not conforming to the foregoing warranty promptly, without any expense to the City including shipping and transportation costs, when notified of such nonconformity by the City. In the event of failure by Contractor to correct defects in or replace nonconforming goods or services promptly, City, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the City thereby.

Contractor's product, service, and facilities shall be in full compliance with all applicable federal, state and local laws, statutes, ordinances, regulations, and standards, regardless of whether or not they are expressly referred to by the City.

Unless otherwise specified, the minimum warranty period shall be one (1) year from Contractor's installation or delivery of the warranted item. Contractor shall provide the City with a copy of the complete manufacturer's warranty information.

If the City purchases new equipment from the successful Contractor that the Contractor recommends and installs, the equipment shall be under warranty for a year from the date of



purchase. This warranty shall include the cost of new equipment and the cost the Contractor bears for pulling, replacing and setting the new equipment.

Contractor guarantees that the equipment offered shall be warranted as follows:

- A. Contractor must send a copy of the warranty explaining clearly what parts and labor are warranted and the time period involved. Contractor is to state the name of the firm where warranty work is to be performed and the maximum number of hours to respond to a service request by a qualified technician arriving at the City of Flagstaff shop.
  - B. OPERATIONAL STANDARDS: This equipment will be used at elevations from near sea level to 10,000 feet and in ambient temperatures as high as 120 degrees and as low as - 40 degrees F. The equipment shall remain operational under these conditions. Each component of the complete unit shall be adequate for and compatible with all structural and performance demands placed upon it as a part of the complete unit.
- 3. **COMPLIANCE WITH THE SCOPE OF WORK:** It is agreed that Contractor shall be fully responsible for making any corrections, replacements, or modifications necessary for specification or legal compliance. Contractor agrees that if the product or service offered does not comply with the terms and conditions of this Contract, the Purchasing Director has the right to cancel at any time with full refund within sixty (60) calendar days after notice of non-compliance and Contractor further agrees to be fully responsible for any incidental and/or consequential damages suffered by the City.
  - 4. **GENERAL CONTRACTED SERVICES AND MATERIALS:** Contractor agrees to perform those planned tasks and provide those materials described in Bid Schedules, attached hereto and incorporated herein.
  - 5. **SUPERVISION BY CONTRACTOR:** The Contractor will supervise and direct the work. Contractor shall be solely responsible for the methods, techniques, sequences and procedures of the work. The Contractor will employ and maintain on the work site a qualified supervisor or superintendent who shall have been designated, in writing, by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.
  - 6. **CONTRACTOR'S PERSONNEL:** Key personnel to be assigned to the project shall be identified, if requested, to the City by the Contractor at the time of each assignment.
  - 7. **MISCELLANEOUS CHARGES:** If any other charges are applied to the Well and Pump Maintenance Services, such charges shall be as stated on the bid form under "Miscellaneous Charges". No other charges shall be considered later.
  - 8. **CONTRACT ADMINISTRATOR:** The Contract Administrator for the City shall be the Water Production Manager or designee. The Contract Administrator shall audit billings, approve payments, establish schedules, and generally be responsible for overseeing execution and the delivery of this Contract.
  - 9. **BILLING AND OTHER DOCUMENTS:** Contractor shall submit to the City's Water Production Manager, Attn: City of Flagstaff, Water Services Division, 211 West Aspen Avenue, Flagstaff, AZ



86001, a billing of services and materials according to the bid schedule of each assignment authorized by the City. Invoices shall contain the City of Flagstaff purchase order number.

Prior to the release of any payments to the Contractor, the Contractor will be required to provide lien waivers from all Sub-Contractors and suppliers as proof of payment. The City will not release any payments to the contractor until all lien waivers have been received on each project.

10. **INSPECTION AND PERFORMANCE TESTS:** Inspection of workmanship, materials, design and performance of the unit or services may be made at the Contractor's factory at the sole discretion of the City. The City will pay all expenses of its inspectors. However, the services specified shall be subject to final inspection and acceptance by the City. The completed services will be required to undergo a performance test before final acceptance. Any defects or failure to comply with any requirements of these specifications shall be immediately remedied by the Contractor at the Contractor's own expense before final acceptance.
11. **PROTECTION OF WORK AND PROPERTY:** Contractor shall exercise reasonable and prudent care to safeguard the City's property, facilities and equipment from any unnecessary damage during the performance of Contractor's duties under this contract.

The Contractor shall be liable to the City for any damage, theft or vandalism to its wells, pumps, equipment, machinery or other property as a result of the Contractor's acts or omissions.
12. **MARKING OF CONTROLS:** All operating controls, light switches, and controls for auxiliary equipment that may be installed on the vehicle, or at any other location on the unit shall be clearly and permanently marked and identified by means of identification plates.
13. **CLEANUP:** After all work under each assignment is completed, the Contractor shall remove all debris and other materials not incorporated in the work from the site of the work.
14. **DUMPING AND DISPOSAL OF WASTE:** The Contractor shall provide for the disposal of all waste products, debris, etc., and shall make necessary arrangements for such disposal.
15. **DELIVERY:** The prices quoted shall be F.O.B. destination delivered to the City of Flagstaff, Water Services Division, 211 West Aspen Avenue, Flagstaff, Arizona. Clean and ready for service with all items attached and operational. The selected contractor shall notify the Operations Manager, Water Services Division or designee by phone (928) 774-0262, not less than two (2) days in advance, informing them of how and when they intend to deliver the equipment.
16. **RECOMMENDED SPARE PARTS:** The Contractor shall furnish with each service manual a list of recommended spare parts. The list shall include all necessary data for ordering the parts. Parts furnished by other manufacturers shall be identified by the ordering data of the actual manufacturer.
17. **ACCEPTANCE:** Each item delivered shall be subject to a complete inspection 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 working days shall be allowed for inspection when subsequent deliveries occur. Any defects or failures to comply with any requirements of these specifications shall be immediately remedied; otherwise liquidated damages would be applicable as referenced herein.



18. **WEATHER CONDITIONS:** This product will be used at elevations from near sea level to 10,000 feet and ambient temperatures as high as 120 degrees and as low as – 40 degrees F. The product shall remain operational under these conditions. Each component of the complete unit shall be adequate for and compatible with all structural and performance demands placed upon it as a part of the complete unit.
19. **OPERATION MAINTENANCE AND REPAIR DATA:** Prior to the delivery of the unit and associated equipment, the Proposer shall forward directly to the City, operating, maintenance repair manuals. All manuals shall be in the form of neatly bound books, with durable covers and shall be properly identified with manufacturer's name, model and serial number of the equipment.

The operating and maintenance or shop manual shall be the latest manufacturer's handbook covering in detail the recommended operating maintenance and service procedures.

The repair or shop manual shall include detailed drawings, schematics, electrical and hydraulic or other piping diagrams and complete parts lists for all components of the unit and associated equipment.

Where components or equipment of several manufacturers' have been used in assembling the unit, the manuals shall include operating, maintenance repair and parts lists of all manufacturers' covering all of the components.

The manuals shall be furnished in sets. Each set (four sets total) shall include an operator's manual, parts catalog and shop repair manual. The books and manuals shall be delivered to the City of Flagstaff Fleet Superintendent at the time the equipment is delivered. Delivery shall not be considered complete and payment shall not be made until all required manuals and books are received. Two sets of all manuals maybe submitted in CD format.

20. **COMPLIANCE:** The equipment offered is to meet all OSHA, ANSI, EPA and State of Arizona regulations and standards.
21. **USE OF BRAND NAMES:** The specifications as stated herein are desired features; the Use of Brand Names has been used per the Term and Conditions of, "Use of Brand Names", page four (4) of the IFB document. This bid is for Brand Name or Equal equipment.
22. **CONTRACTOR RESPONSE:** The detailed specifications establish an acceptable level of equipment for each feature. In order to facilitate the City's evaluation, contractor shall indicate the specific level under the "Bid Schedules", failure to do so may disqualify your bid. All exceptions shall be clearly noted on the Bid Form.
23. **CONTRACTOR REQUIREMENTS:** The Contractor or manufacturer bidding on these specifications must be able to provide technical service from an authorized service representative within a maximum of six hours after our request is made to the contractor or manufacturer. The authorized service center shall be within 180-mile radius from the City of Flagstaff, City limits.

Preference will be given to the Contractor that can provide the quickest response time to repair parts orders as determined from past experience and information obtained during interviews with companies currently using the proposed equipment.

The manufacturer, whether he is the Contractor or not, must be satisfactory to the City from the standpoint of experience, reliability, and demonstrated ability to manufacture equipment comparable as to size and type as that required by these specifications, and shall have manufactured and sold



equipment of the size and type specified which has operated satisfactory in the field for a minimum of one year.

The City reserves the right to and may base a portion of the evaluation on a Contractor's past performance on timely repairs and parts and service availability as determined from experience and reference interviews.

The City reserves the right to reject bids of Contractors who cannot produce satisfactory evidence that they can furnish promptly, all spare parts needed for ordinary service or repair of the equipment herein specified and that the equipment offered has performed satisfactorily by current customers.



## **EXHIBIT D**

# **INSURANCE REQUIREMENTS**

**INDEMNIFICATION:** Contractor (as "indemnitor") agrees to indemnify, defend and hold harmless the City (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of the acts or omissions of indemnitor, its officers, officials, agents, employees or volunteers relating to this Contract.

**INSURANCE:** Contractor shall procure and maintain until all of its obligations under this Contract have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property that may arise from or in connection with the purchase and or use of the commodity.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits contained herein are sufficient to protect contractor from liabilities that might arise out of the performance of the work under this Contract by contractor, its agents, representatives, employees or sub-contractors and contractor is free to purchase such additional insurance as may be determined necessary.

**A. MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form

(Form CG 0001, ed. 10/93 or any replacements thereof)

General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$ 50,000
Medical Expense (Any one person)	Optional

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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3. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	\$ 500,000
Disease-Each Employee	\$ 500,000
Disease-Policy Limit	\$ 500,000

**B. SELF-INSURED RETENTIONS/DEDUCTIBLES:** Any self-insured retentions and deductibles shall be declared to and approved by the City.

**C. OTHER INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverage's:



a. Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, or employees shall be in excess to the coverage of contractor's insurance and shall not contribute to it.

b. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

d. Contractor's insurance shall contain broad form contractual liability coverage.

2. Workers' Compensation and Employer's Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, agents, employees and volunteers for losses arising from contractor's operations, work or products that are the subject of this Contract.

**D. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City. Such notice shall be sent directly to: Jessica Bryson, Senior Procurement Specialist, Purchasing Division, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, AZ 86001 and shall be sent by certified mail, return receipt requested.

**E. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect contractor from potential insurer insolvency.

**F. VERIFICATION OF COVERAGE:** Contractor shall furnish the City with Certificates of Insurance (ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the Certificate of Insurance.

All Certificates of Insurance shall be received and approved by the City before work commences. Failure to maintain the insurance policies as required by this Contract or to provide timely evidence of renewal shall be a material breach of this Contract.

All Certificates of Insurance required by this Contract shall be sent directly to: Jessica Bryson, Senior Procurement Specialist, Purchasing Division, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, AZ 86001. A description of the commodity is to be noted on the Certificate of Insurance. The City reserves the right to require complete, certified copies of all insurance policies and endorsements required by this Contract at any time.

**G. APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall have prior approval from the City's Risk Manager, whose decision shall be final. Such action shall not require a formal contract amendment but may be made by administrative action.



**Schedule 1**  
**Submersible Pumps/Motors**  
**Specifications**  
**20 Foot Column**

Well Name:	Woody Mountain Well #1	Woody Mountain Well #2	Woody Mountain Well #3	Woody Mountain Well #4	Woody Mountain Well #5	Woody Mountain Well #6	Woody Mountain Well #7	Woody Mountain Well #8	Woody Mountain Well #9	Woody Mountain Well #10	Woody Mountain Well #11
Date:	2001	11/2002	2001	4/2004	6/2004	2003	4/2009	12/2012	1996	2004	
Casing Size and Depth	12"/1600'	12"/1600'	14"/1856'	14" liner/2048'	12"/1600'	18"/1700'	14" w/10" liner/1782'	12.75"/1840'	16"/1804'	12"/1950'	
A. Motor	ESP	Centrilift	ESP	ESP	Byron-Jackson w/dbl mech seal	Byron-Jackson w/dbl mech seal	Centerlift KMHG	Centerlift KMHG	ESP	Centerlift	
1. Horsepower	150	150	300	200	125	250	304	300	150	185	
2. Estimated Weight	2525 lbs	2525 lbs	3000 lbs	2500 lbs	1300 lbs	3273 lbs	3000 lbs	3000 lbs	2500 lbs	2900 lbs	
3. Voltage	2300	2300	2300	2300	2300	2300	2300	2300	2270	2300	
B. Pump	ESP TJ 9000, 17 stage	Centrilift	ESP, TM-520 (14 stage)	ESP TJ 12000 (18 stage)	Byron-Jackson, (27 stage)	Byron-Jackson, (18 stage)	Centerlift HC20000 (18 stage)	Centerlift HC20000 (18 stage)	ESP, TJ 12000 (17 stage)	Centerlift HC12500 (18 stage)	
1. Estimated Weight	850 lbs	850 lbs	1500 lbs	1000 lbs	4000 lbs	41817 lbs	1500 lbs	1450 lbs	1000 lbs	1500 lbs	
C. Column	5 1/2", 8 RND	4.5", 8 RD	8 5/8", 8 RD	6 5/8", 8 RND	6"	6"	6 5/8", 8 RD	6 5/8", 8 RD, 47 joints	6 5/8"	6 5/8"m 8 RND	
1. Average Length	30'	20'	20'	20' & 30'	20'	20', (1) 30'	30'	30'	20', 73 joints + 51/2" sub	30'	
2. Total Length	1517'	1414'	1410'	1407'	1376'		1470'	1450'	1470'	1503'	
3. Estimated Weight	30,400 lbs	30,400 lbs	49,000 lbs	45,000 lbs	32,000 lbs	33,960 lbs	49,000 lbs	49,000 lbs	30,000 lbs	30,000 lbs	
D. Airline/Size	3/4 inch by 21 feet	1 in. x 21 feet	1" x 21' galvanized	1" x 21' galvanized steel	1" x 21'	1" x 21' galvanized steel, 1383 ft.	1" x 21' galvanized steel	1" x 21' galvanized steel	1" x 21' galvanized	2" Sounder tube in annulus	
E. Cable/Wire	#2-3C	#2-3C	#2-3C, 5KV w/grnd, round	5KV (brand rex) 1550 ft	#2-3C	#2-3 est. wt. 2410 lbs	#2-3c, round	#2-3c, round	#4 sol, round	#2-3c, 5KV w/grnd, round	
F. Check Valve	5" Slow Flow	4.5 Slow Flow	8" slow flow	6" Slow Flow, 7 joints above	(2) 6"	6" (3) flapper, located 100', 200'	(1) 6 5/8" od	(1) 6"	6"	5 1/2" slow flow	
1. Location		20' above pump	2 joints above the pump		100', 600' above pump		1 joint above pump	1 joint above pump	(unknown)	1 joint above pump	
G. Special Coriditions/Considerations	Pitless Adapter	Pitless Adapter, 16" width 12" line	Shroud below the motor. It is five joints of perforated stainless steel.	Shroud has 5 20 ft. joints below pump (more detail on ESP Run)		18 inch liner, 0-793 ft, 20 inch casing to 1700 ft.	Pitless adapter, model #4-ps-14-16-w-b-w-e-f-8.	Well is in a removable bldg. 12' x 12' Contractor is required to remove and replace	There is a motor shroud, 9 1/2" x 42.6"	Pitless adapter	

**Additional Information:**

1. Downhole camera with side view lens:  
 \*Must have capability for 2048' depth  
 Brush/Swab/Bail, any combination of these

2. Well Workover:  
 Brush/Swab/Bail, any combination of these.  
 a. Cost to Mobilize/Demobilize  
 b. Equipment price per 100 hrs  
 c. Total labor per 100 hrs



**Bid Schedule 1**

**Submersible Pumps/Motors**

20 Foot Column

ENTER PRICING IN THE YELLOW-SHADED AREA BELOW

	Woody Mountain Well #1	Woody Mountain Well #2	Woody Mountain Well #3	Woody Mountain Well #4	Woody Mountain Well #5	Woody Mountain Well #6	Woody Mountain Well #7	Woody Mountain Well #9	Woody Mountain Well #10	Woody Mountain Well #11		
<b>COSTS:</b>												
<b>A: Motor Only:</b>												
1. Mobilization	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00		
2. Pull Pump	\$ 4,080.00	\$ 4,980.00	\$ 4,980.00	\$ 4,380.00	\$ 4,980.00	\$ 5,430.00	\$ 4,080.00	\$ 4,080.00	\$ 4,980.00	\$ 4,080.00		
3. Install Pump	\$ 5,280.00	\$ 6,180.00	\$ 6,180.00	\$ 4,580.00	\$ 6,180.00	\$ 6,630.00	\$ 5,280.00	\$ 5,280.00	\$ 6,180.00	\$ 5,280.00		
4. Demobilization	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00		
5. Special Conditions												
<b>TOTAL COST:</b>	<b>\$ 11,860.00</b>	<b>\$ 13,660.00</b>	<b>\$ 13,660.00</b>	<b>\$ 11,460.00</b>	<b>\$ 13,660.00</b>	<b>\$ 14,560.00</b>	<b>\$ 11,860.00</b>	<b>\$ 11,860.00</b>	<b>\$ 13,660.00</b>	<b>\$ 11,860.00</b>	<b>\$ 128,100.00</b>	<b>TOTAL FOR A: MOTOR ONLY</b>
<b>B. Pump and Motor:</b>												
1. Mobilization												
2. Pull Pump/Motor												
3. Install Pump/Motor												
4. Demobilization												
5. Special Conditions												
<b>TOTAL COST:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>TOTAL FOR B: PUMP AND MOTOR</b>

**Additional Information:**

1. Downhole camera with side view lens.

\*Must have capability for 2048' depth

Brush/Swab/Ball, any combination of these.

\$ Price Per Well: \$ 1,350.00

**2. Well Workover:**

Brush/Swab/Ball, any combination of these.

a. Mobilize/Demobilize: \$ 2,500.00

b. Equipment price per 100 hrs: \$ 18,000.00

c. Total labor per 100 hrs: \$ 8,500.00

\$ Total cost for 100 hr workover: \$ 29,000.00

\$ 128,100.00 \*ENTER THIS AMOUNT INTO PLANET BIDS AS LINE ITEM #1



**Schedule 2**  
**Submersible Pumps/Motors**  
**Specifications**

Well Name:	Lake Mary Well #1	Lake Mary Well #2	Lake Mary Well #4	Lake Mary Well #5	Lake Mary Well #7	Lake Mary Well #8	Lake Mary Well #9
Date	2002	1999	2008	2/2002	unk	2004	7/2009
Min Casing Size	13 3/8" liner	20"/1091'	20"/1340'	20"/1336'	10"/1573'	20"/1296'	18"/1400'
A: Motor	Hitachi	Byron-JacooByron-Jackson sn	Centrilift 7 5/8"	US Motors	REDA	US Motors	Centerlift
1. Horsepower	60	125	161	150	150	400	69
2. Estimated Weight	200 lbs	3000 lbs	3500 lbs	700 lbs	200 lbs	4000 lbs	2000 lbs
3. Voltage	480	2300, 30FLA	2300	480V	2300	440V VFD	480
B. Pump	Goulds, 8RAHC, 8 Stage	B-J, 13LQ (15 stages) sn 99 RW 0049001	Centrilift installed Dec/2008, 15 stage	SIMFLOW, SC10C, 14 STAGE	REDA JN 10000, 5 stage	Aurora, 8 STG, Model 14RM	Centrilift model P75 18 Stage
C. Pump Shaft	550 lbs	3000 lbs	2000 lbs		550 lbs		
1. Diameter	5 1/2", 8 RND	8 5/8", V-thread	8 RND thread	1 15/16 inches	5 1/2 inch OD	1 15/16 inches	
2. Average Length	30'	20'	20'	20'	30'	20'	
3. Total Length	917'	924'	900'	884'	1450'	900'	1860'
4. Estimated Weight	20,500 lbs	35,000 lbs	28,800 lbs	2,000 lbs		7,690 lbs	20,000 lbs
D. Oil tube, Diameter	1"x 21' Galv. Steel	1"x 21' galvanized	1"x 21' PVC	3"	1"x 21' Galv. Steel	3"	
1. Average Length	Flat, est. wt. 2000 lbs	#4-3c	#2-3c	20 feet	#6	20 feet	
2. Estimated Weight		8"	5 1/2" check	5000 lbs	1 joint up	7720 lbs	
E. Pump Column	(1) in pump	directly above pump	1st joint above pump				
1. Diameter	Pitless Adapter, motor shroud	Casing at surface is 20"		8 inches	No shroud, 4" flanged 90	12 inches	4 1/2" collum pipe; 8 RND thread; 4 1/2" check 1 joint above
2. Average Length				20 feet		20 feet	20 feet
F. Discharge Head, Type/Size				Floway estimated wt. 700 lbs		1200 lbs	custom made
G. Airline/size				1"x 21' Galv steel		1"x 21' Galv Stee;	1"x 21' PVC
H. Special Conditions/Considerations		Well is in pit w/removable cover. I-beams may be required to set elevators or spiders. Casing at surface is 20".	Chain link fence around well site will need to be removed and replaced.	Well is in removable bldg. 10'x 10'. Contractor is required to remove and replace the bldg. Conestralner		Well is in 12'x 12' removable bldg. Contractor is required to remove and replace the bldg. Conestralner	Well is in removable bldg 10'x 10'. Contractor is required to remove and replace the bldg. Conestralner



**Bid Schedule Schedule 2**  
**Specifications**

ENTER PRICING IN THE YELLOW-SHADED AREA BELOW

COSTS:	Lake Mary Well #1	Lake Mary Well #2	Lake Mary Well #4	Lake Mary Well #5	Lake Mary Well #7	Lake Mary Well #8	Lake Mary Well #9	
<b>A. Motor Only:</b>								
1. Mobilization				\$ 700.00		\$ 700.00		
2. Pull Motor	N/A	N/A	N/A	\$ 200.00	N/A	\$ 200.00	N/A	
3. Install Motor				\$ 325.00		\$ 325.00		
4. Demobilization				\$ 700.00		\$ 700.00		
5. Special Conditions								
<b>TOTAL COST:</b>	\$ -	\$ -	\$ -	\$ 1,925.00	\$ -	\$ 1,925.00	\$ -	\$ 3,850.00 TOTAL FOR A: MOTOR ONLY
<b>B. Pump and Motor:</b>								
1. Mobilization	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	
2. Pull Pump/Motor	\$ 2,640.00	\$ 4,080.00	\$ 4,080.00	\$ 3,780.00	\$ 4,080.00	\$ 3,780.00	\$ 5,580.00	
3. Install Pump/Motor	\$ 3,840.00	\$ 5,280.00	\$ 5,280.00	\$ 4,980.00	\$ 5,280.00	\$ 4,980.00	\$ 6,780.00	
4. Demobilization	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	
5. Special Conditions								
<b>TOTAL COST:</b>	\$ 8,980.00	\$ 11,860.00	\$ 11,860.00	\$ 11,260.00	\$ 11,860.00	\$ 11,260.00	\$ 14,860.00	\$ 81,940.00 TOTAL FOR B: PUMP AND MOTOR

\$ 85,790.00 \* ENTER THIS AMOUNT INTO PLANET BIDS AS LINE ITEM #2



**Schedule 3****Submersible Pumps/Motors****Specifications**

30 Foot Column

Well Name:	Foxglenn Well	Continental Well	Shop Well	Ft. Tuthill Well	Rio Well	Interchange Well	Sinagua Well
Date	1999	2002	2004	4/2009	8/13/07	11/27/02	9/2009
Min Casing Size and Depth	8" liner/2004'	8" liner/2001'			12" Casing, depth 2530'	10" Casing, depth 2340'	12" Casing, depth 2500'
A: Motor	ESP	ESP, tandum 15's	Centrlift	Centrlift	Centrlift	Reda	Centerlift Mdl KMHJ
1. Horsepower	300, 76 amps	300	590	608	138	150	184
2. Estimated Weight	3000 lbs	3000 lbs			2525 lbs	2525 lbs	2500 lbs
3. Voltage	2300	2300	3500	3500	2400	2300	2400
B. Pump	ESP, TJ 12000 (23 stage)	ESP, TJ 12000 (29 Stage)	Centerlift WJJ1000B 13 stage	Centerlift WJJ1000B 13 stage	Centrlift P75 40 stage	Reda J700N 19 stage	Centerlift HC 10000 17 stage
1. Estimated Weight	2500	2500			850	850	550
C. Pump Column, diameter	5 1/2", 8RND	5 1/2", 8RND	8 5/8"	8 5/8" RND thread	4 1/2" OD	5 1/2" OD	5 1/2 8RND
1. Average Length	20', 73 joints	20', 84 joints	30'x 20'	21'	20'	20'	24'
2. Total Length	1551'	1755'	1983'	1569'	1998'	1850'	1730'
3. Estimated Weight	40000	45000					30000
D. Airline, Size	Baski, (2) 1/4" stainless tubing	Baski, (2) 1/4" stainless tubing	Sounder tube, 1856	Sounder tube, 1504	in annulus 1" 1800'	1 1/2" 1840'	1" PVC
E. Cable/Wire Size	#2-3c, 5KV, round, galv armor	#2-3c, 5KV, round, galv armor	#1 flat	#1 round	8WG4	#6	#4 3 cond-rnd
F. Check Valve, Size/Type	(2) 5 1/2"	(2) 5 1/2"	8"	8"	none	5 1/2 OD at Pump	(1) 5 1/2"
1. Location	90' and 680' above pump	80' and 900' above pump	just above pump	1 joint above pump	N/A		1690'
G. Special Conditions/Considerations	Wellhouse is 1500' W of drilled well. Fencing is required around well because of public park.	Wellhouse is 800' N of drilled well. Fencing is required around well because of public park	Pitless adapter, sounder tube, no shroud	Baski pitless, no shroud, 1" sounder PVC tube	No shroud 12" pitless adapter w, 4" discharge casing has been repaired	has never been out of hole	12" Baski pitless



**Bid Schedule 3**  
**Specifications**  
**30 Foot Column**

ENTER PRICING IN THE YELLOW-SHADED AREA BELOW

COSTS:	Fordeann Well	Continental Well	Shop Well	Ft. Tuthill Well	Rio Well	Interchange Well	Sinegua Well
<b>A. Motor Only</b>							
1. Mobilization							
2. Pull Motor	N/A	N/A	N/A	N/A	N/A	N/A	N/A
3. Install Motor							
4. Demobilization							
5. Special Conditions							
<b>TOTAL COST:</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
							<b>TOTAL FOR A: MOTOR ONLY</b>
<b>B. Pump and Motor:</b>							
1. Mobilization	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00
2. Pull Pump/Motor	\$ 4,980.00	\$ 5,880.00	\$ 7,020.00	\$ 4,980.00	\$ 7,020.00	\$ 6,720.00	\$ 5,880.00
3. Install Pump/Motor	\$ 6,180.00	\$ 7,080.00	\$ 8,220.00	\$ 6,180.00	\$ 8,220.00	\$ 7,920.00	\$ 7,080.00
4. Demobilization	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00
5. Special Conditions							
<b>TOTAL COST:</b>	\$ 13,660.00	\$ 15,460.00	\$ 17,740.00	\$ 13,660.00	\$ 17,740.00	\$ 17,140.00	\$ 15,460.00
							<b>TOTAL FOR B: PUMP AND MOTOR</b>

**\$ 110,860.00** \* ENTER THIS AMOUNT INTO PLANET BIDS AS LINE ITEM #3



<b>Schedule 4</b>			
<b>Miscellaneous Services</b>			
<b>Well Name:</b>	<b>Inner Basin Well #9</b>	<b>Inner Basin Well #11</b>	<b>Inner Basin Well #14</b>
<b>Date</b>	2001		
<b>Min Casing Size and Depth</b>	16"/352'	12"/485'	16"/502'
<b>A: Motor</b>	Cummings-Diesel	Cummings NT 855	Cummings NT 855P
<b>1. Horsepower</b>	280 HP	280 HP	280 HP
<b>2. Estimated Weight</b>	3000 lbs	3000 lbs	3000 lbs
<b>3. Voltage</b>	N/A	N/A	N/A
<b>B. Pump</b>	Johnston - 12cc, 7	Johnston - 10 GMC	Gould
<b>1. Diameter</b>	1 11/16"	1 1/2"	1 1/2"
<b>2. Estimated Weight</b>	2430 lbs	2000 lbs	4510 lbs
<b>3. Diameter</b>	2 1/2"	2 1/2"	3"
<b>4. Average Length</b>	20'	20'	20'
<b>5. Estimated Weight</b>	2450 lbs	2530 lbs	4610 lbs
<b>C. Pump Column</b>			
<b>1. Diameter</b>	8"	8"	8"
<b>2. Average Length</b>	20'	20'	20'
<b>3. Estimated Weight</b>	Johnston, type A, est.wt. 700 lbs	Johnston, size 16, est. wt. 700 lbs	Goulds, est. wt. 700 lbs
<b>D. Airline/Size</b>	3/4"x 21' Galv. Steel	3/4"x 21' Galv. Steel	1" Galv. Steel
<b>E. Special Conditions/Considerations</b>	Contractor will remove/replace well bldg. Access limited. Pipeline Road tunnel limits height to 10', width to 8 1/2'. Tunnel is 25' long. Lockett Meadow Rd is steep. Either rd leads to IB.	Contractor will remove/replace well bldg. Access limited. Pipeline Road tunnel limits height to 10', width to 8 1/2'. Tunnel is 25' long. Lockett Meadow Rd is steep. Either rd leads to IB.	Contractor will remove/replace well bldg. Access limited. Pipeline Road tunnel limits height to 10', width to 8 1/2'. Tunnel is 25' long. Lockett Meadow Rd is steep. Either rd leads to IB.



## Schedule 4

## Miscellaneous Services

ENTER PRICING IN THE YELLOW-SHADED AREA BELOW

COSTS:	Inner Basin Well #9	Inner Basin Well #11	Inner Basin Well #14	
<b>A. Motor Only:</b>				
1. Mobilization	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	
2. Pull Motor	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	
3. Install Motor	\$ 3,800.00	\$ 3,800.00	\$ 3,800.00	
4. Demobilization	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	
5. Special Conditions				
<b>TOTAL COST:</b>	<b>\$ 9,100.00</b>	<b>\$ 9,100.00</b>	<b>\$ 9,100.00</b>	<b>\$ 27,300.00 TOTAL FOR A: MOTOR ONLY</b>
<b>B. Pump and Motor:</b>				
1. Mobilization	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	
2. Pull Pump/Motor	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	
3. Install Pump/Motor	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	
4. Demobilization	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	
5. Special Conditions				
<b>TOTAL COST:</b>	<b>\$ 10,500.00</b>	<b>\$ 10,500.00</b>	<b>\$ 10,500.00</b>	<b>\$ 31,500.00 TOTAL FOR B: PUMP AND MOTOR</b>

**\$ 58,800.00 \*ENTER THIS AMOUNT INTO PLANET BIDS AS LINE ITEM #4**



**Schedule 5A**  
**Booster Stations**  
**PUMPS WITH LINE SHAFTS**

<b>Station and Name of Device:</b>	<b>Woody Mtn. Booster Sta. Pumps #1 &amp; #2</b>	<b>Reservoir Filtration Plant: P-2030, P-2040</b>	<b>Reservoir Filtration Plant: P-2130</b>	<b>Reservoir Filtration Plant: P-2100, P-2120</b>	<b>Raw Water Pump House: P1001 P1003 Surface Water</b>	<b>Raw Water Pump House: P1002 Surface Water</b>
<b>A. Motor</b>	U.S. Motor	U.S. Motor	U.S. Motor	U.S. Motor	U.S. Motor	U.S. Motor
1. Horsepower	135	75	30	15	200	250 (1964)
2. Estimated Weight	1250	1250	500	250	2000	2000
3. Voltage	440	440	440	440	440	440
<b>B. Pump</b>	Goulds	Worthington	Worthington	Worthington	Birkelback	Birkelback
1. Estimated Weight	850 lbs	850 lbs	850 lbs	850 lbs	850 lbs	
<b>C. Pump Column, diameter</b>	12"	5"	12"	5"	14"	14"
1. Average Length	30'	30'	30'	30'	30'	30'
<b>D. Special Conditions/Considerations</b>	Requires medium crane for removal	Requires large crane for removal of pump and motor	Requires large crane for removal of pump and motor	Requires large crane for removal of pump and motor	Requires medium crane for removal	Requires medium crane for removal



## PUMPS WITH LINE SHAFTS

**ENTER PRICING IN THE YELLOW-SHADED AREA BELOW**

**\$ 27,150.00 \*ENTER THIS AMOUNT INTO PLANET BIDS AS LINE ITEM #5**



**Schedule 5B**  
**Booster Stations**  
**PUMPS WITH LINE SHAFTS**

[illegible]



**Bid Schedule 5B**

**Booster Stations**

**PUMPS WITH LINE SHAFTS**

ENTER PRICING IN THE YELLOW-SHADED AREA BELOW

	Raw Water Pump House, P2001 P2002 Well Water	Raw Water Pump House, P2003 Well Water	Lake Mary Water Plant, P-6201 P- 6202 backwash	Lake Mary Water Plant, P-6001 (2 MGD)	Lake Mary Water Plant, P-6002 P- 6003 (4MGD)	Lake Mary Water Plant, P-6004	Lake Mary Water Plant, wetwell pumps
<b>COSTS:</b>							
<b>A. Motor Only</b>							
1. Mobilization	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00
2. Pull Motor	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
3. Install Motor	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00
4. Demobilization	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00
5. Special Conditions							
<b>TOTAL COST:</b>	\$ 1,925.00	\$ 1,925.00	\$ 1,925.00	\$ 1,925.00	\$ 1,925.00	\$ 1,925.00	\$ 1,925.00
							\$ 13,475.00 TOTAL FOR A: MOTOR ONLY
<b>B. Pump and Motor:</b>							
1. Mobilization	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00
2. Pull pump/motor	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
3. Install pump/motor	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00
4. Demobilization	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00
5. Special Conditions							
<b>TOTAL COST:</b>	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00
							\$ 18,200.00 TOTAL FOR B: PUMP AND MOTOR
							\$ 31,675.00 *ENTER THIS AMOUNT INTO PLANET BIDS AS LINE ITEM #6



**Schedule 6**  
**Booster Stations**  
**PUMPS W/O LINE SHAFTS**

Station and Name of Device:	<u>Airport Booster Station, Patterson Fire Pump</u>	<u>Airport Booster Station, Transfer Pumps 1 &amp; 2</u>	<u>University Highlands Bstr Sta. Domestic Pump #1 &amp; #2</u>	<u>University Highlands Booster Station Fire Pump</u>	<u>Kinland Booster Station</u>	<u>Railroad Springs Booster Station Pump #1 &amp; #2</u>	<u>Lake Mary Water Plant Recovery Pond</u>	<u>Fossilenn Sinagua Distribution Pump</u>	<u>Tuthill Distribution Pump</u>	<u>Rio Well Distribution Pump</u>	<u>Shoop Well Distribution Pump</u>	<u>Interchange Well Distribution Pump</u>
<b>A. Motor</b>	Cummins	U.S. Motor	U.S. Motor	U.S. Motor	U.S. Motor			(2) U.S. Motor	U.S. Motor	U.S. Motor	U.S. Motor	U.S. Motor
<b>1. Horsepower</b>	182	2	15	75	15	125		50 ea	100	20	125	
<b>2. Estimated Weight</b>	1000	100	120	1000	100	500	1150	750 ea	1000	125	1200	
<b>3. Voltage</b>	Diesel	220 single phase	440	440	440	480	440	480	480	480	460	
<b>B. Pump</b>	Patterson	Peerless	PACO	Fairbanks Morse	Peerless	HSC 4.5.11c	Myers	(2) Aurora type 420 multi stage split case	Aurora type 410 1 stage split case	Fairbanks Morse	Fairbanks Morse, 12m-7000aw, 5 stages	Fairbanks Morse 8m 7000aw, 11 stages
<b>1. Estimated Weight</b>	850 lbs	150 lbs	50 lbs	850 lbs	150 lbs	1000 lbs	150 lbs					
<b>C. Special Conditions/Consdetations</b>	Pump and engine must be rolled out of building to be removed	Small Pumps < 200 lbs	Pumps inside building need small lifting aid to handle easily	Pump is horizontal- requires existing trolley to remove from building		Skid mounted. Small crane with 1 ton capacity should be able to remove these			Crane required to lift through roof	Crane required to lift through roof	Requires large crane for removal through skylite	Requires large crane for removal through skylite



### Booster Stations

### Booster Stations

### PUMPS W/O LINE SHAFTS

**ENTER PRICING IN THE YELLOW-SHADED AREA BELOW**

[illegible]



**Schedule 7****Pumps at Rio De Flag**

<b>Station and Name of Device:</b>	<b><u>Influent Pumps</u></b>	<b><u>Horizontal End Suction Pumps</u></b>	<b><u>Vertical Turbine Pumps (Reclaim Pumps)</u></b>	<b><u>Submersible Propeller Mixer (Recirculation Mixer)</u></b>
<b>A. Number of Units</b>	5	5	4	pump & motor are one unit
<b>B. Motor</b>	Marathon	Marathon	G.E.	FLYGT
<b>1. Horsepower</b>	100	10	250	10
<b>2. Estimated Weight</b>	1500 lbs	294 lbs	2400 lbs	530 lbs
<b>3. Voltage</b>	460	460	460	460
<b>C. Pump</b>	Aurora	Aurora	Ingersoll	N/A
<b>1. Model</b>	613A	611P		PP-4451
<b>2. Size</b>	6*8*18	6*6*12B		N/A
<b>3. Gallons Per Minute</b>	2600	700	2150	
<b>4. Estimated Weight</b>	1530 lbs	131	3500	N/A
<b>D. Special Conditions/Considerations</b>	Building has traveling bridge crane for lifting pump and motor, two ton capacity.	Pump room has overhead fixed chain hoist in middle of room.	Five stage pump. Building has traveling bridge crane for lifting motors and pumps, three ton capacity.	Portable winch assembly on site for removal from basin.



**Bid Schedule 7****Pumps at Rio De Flag****ENTER PRICING IN THE YELLOW-SHADED AREA BELOW**

<b>COSTS:</b>	<b>Influent Pumps</b>	<b>Horizontal End Suction Pumps</b>	<b>Vertical Turbine Pumps (Reclaim Pumps)</b>	<b>Submersible Propeller Mixer (Redcirculation Mixer)</b>
<b>A. Pump Only:</b>				
1. Mobilization	\$ 500.00	\$ 500.00	\$ 500.00	
2. Pull pump	\$ 500.00	\$ 150.00	\$ 700.00	N/A
3. Install pump	\$ 600.00	\$ 200.00	\$ 800.00	SINGLE UNIT
4. Demobilization	\$ 500.00	\$ 500.00	\$ 500.00	
5. Special Conditions				
<b>TOTAL COST:</b>	<b>\$ 2,100.00</b>	<b>\$ 1,350.00</b>	<b>\$ 2,500.00</b>	<b>\$ -</b>
<b>B. Pump and Motor</b>				
1. Mobilization	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
2. Pull pump/motor	\$ 700.00	\$ 250.00	\$ 800.00	\$ 400.00
3. Install pump/motor	\$ 800.00	\$ 300.00	\$ 900.00	\$ 600.00
4. Demobilization	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
5. Special Conditions				
<b>TOTAL COST:</b>	<b>\$ 2,500.00</b>	<b>\$ 1,550.00</b>	<b>\$ 2,700.00</b>	<b>\$ 2,000.00</b>

**\$ 5,950.00 TOTAL FOR A: PUMP ONLY****\$ 8,750.00 TOTAL FOR B: PUMP AND MOTOR****\$ 14,700.00 \*ENTER THIS AMOUNT INTO PLANET BIDS AS LINE ITEM #8**



## Booster Stations

[illegible]



**Bid Schedule 8**  
**Booster Stations**

ENTER PRICING IN THE YELLOW-SHADED AREA BELOW

COSTS:	Bio Sump Pump #1	Bio Sump Pump #2	Tow Low Pressure Pumps	Three High Pressure Pumps	P.E./Pumps and Motors	FCC Pumps and Motors	Reclaim Tank Fill Pump	SEPS Pumps
<b>A. Pump Only:</b>								
1. Mobilization	\$ 700.00	\$ 700.00						
2. Pull Pump	\$ 800.00	\$ 800.00						
3. Install Pump	\$ 900.00	\$ 900.00	N/A	N/A	N/A	N/A	N/A	N/A
4. Demobilization	\$ 700.00	\$ 700.00						
5. Special Conditions								
<b>TOTAL COST:</b>	\$ 3,100.00	\$ 3,100.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>B. Pump and Motor:</b>								
1. Mobilization	\$ 700.00	\$ 700.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00		
2. Pull pump & motor	\$ 900.00	\$ 900.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00		
3. Install pump & motor	\$ 1,000.00	\$ 1,000.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00		
4. Demobilization	\$ 700.00	\$ 700.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00		
5. Special Conditions								
<b>TOTAL COST:</b>	\$ 3,300.00	\$ 3,300.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -

**6,200.00** TOTAL FOR A: PUMP ONLY

**16,600.00** TOTAL FOR B: PUMP AND MOTOR

**22,800.00** \*ENTER THIS AMOUNT INTO PLANET BIDS AS LINE ITEM #9



Bid Schedule

	Empire Pump	The Pump Co	Weber Water	Southwest	Layne Christensen	KP Ventures
1	\$ 128,100.00	\$ 145,000.00	\$ 205,100.00	\$ 201,050.00	\$ 206,000.00	\$ 250,080.00
2	\$ 85,790.00	\$ 110,300.00	\$ 130,565.00	\$ 152,675.00	\$ 162,660.00	\$ 121,400.00
3	\$ 110,860.00	\$ 113,500.00	\$ 168,790.00	\$ 160,475.00	\$ 159,420.00	\$ 206,720.00
4	\$ 58,800.00	\$ 58,500.00	\$ 36,465.00	\$ 87,975.00	\$ 86,670.00	\$ 174,240.00
5A	\$ 27,150.00	\$ 27,600.00	\$ 48,700.00	\$ 58,800.00	\$ 81,090.00	\$ 88,440.00
5B	\$ 31,675.00	\$ 32,200.00	\$ 73,500.00	\$ 84,700.00	\$ 94,605.00	\$ 103,760.00
6	\$ 41,400.00	\$ 54,600.00	\$ 85,750.00	\$ 128,900.00	\$ 144,100.00	\$ 101,440.00
7	\$ 14,700.00	\$ 19,600.00	\$ 26,100.00	\$ 41,600.00	\$ 28,800.00	\$ 44,960.00
8	\$ 22,800.00	\$ 65,000.00	\$ 64,000.00	\$ 89,600.00	\$ 102,860.00	\$ 84,800.00
Markup	20%	15%	25%	25%	25%	20%
Total	\$ 521,275.00	\$ 626,300.00	\$ 838,970.00	\$ 1,005,775.00	\$ 1,066,205.00	\$ 1,175,840.00

Indicates the lowest bid for the Bid Schedule



## 7. A.

### CITY OF FLAGSTAFF STAFF SUMMARY REPORT

**To:** The Honorable Mayor and Council  
**From:** Scott Overton, Streets Section Director  
**Date:** 03/12/2019  
**Meeting Date:** 03/19/2019



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#### TITLE:

**Consideration and Approval of Purchase Through a Cooperative Purchase Contract:** To purchase one (1) 2020 International HV513 SFA Heavy Plow Truck from the RWC Group, LLC through a cooperative purchase contract with the Arizona Department of Administration, State Procurement Office in the amount of \$259,572.23.

#### STAFF RECOMMENDED ACTION:

1. Approve the equipment purchase for one (1) 2020 International HV513 SFA Heavy Duty Plow Truck from RWC Group, LLC in the amount of \$259,572.23, plus applicable taxes, through cooperative purchase contract #CTR42343/CTR041813 with the Arizona Department of Administration, State Procurement Office.
2. Authorize the City Manager to execute the necessary documents.

#### Executive Summary:

Public Works - Streets Section is responsible for the timely snow removal and added ice traction response on our local transportation network. Response to snow events is critical to maintain the safest travel possible on city streets. This truck is being considered as a replacement of an existing snow plow truck which has met milestone requirements for replacement and has been recommended and approved by the Fleet Management Committee for the requested action.

#### Financial Impact:

This equipment consideration was approved in the Fiscal Year 19 Budget and is funded with Highway User Revenue Funds (HURF) Acct# 040-060-161-0612-6-4401 (\$255,000) and 040-06-161-0611-6-4401 (\$40,000).

#### Policy Impact:

Snow operations are a substantial element of the Streets work program. The city's Snow Operations Manual maps the entire community by zone. Equipment and operators are tasked with the removal of snow from over 700 lane miles of city owned roadways. This operation can last a couple days to over a week depending on the snow event or weather conditions. In addition to plowing we use this equipment to apply traction assistance product. In summer months this truck is used in a dump truck capacity for hauling operations.

#### Connection to Council Goal, Regional Plan and/or Team Flagstaff Strategic Plan:



Transportation and Public Infrastructure - Deliver quality community assets and continue to advocate and implement a highly performing multi-model transportation system.

**Has There Been Previous Council Decision on This:**

The purchase of this capital equipment as approved in the Fiscal Year 19 Budget with capital equipment discussion being help during the budget approval process.

**Options and Alternatives:**

1. Approve this Cooperative Purchase Contract with RWC Group, LLC through the Arizona Department of Administration, State Procurement Office under Contract No. CTR42343/CTR041813; or
2. Forego the purchase of a new 2020 International HV513 SFA, Front Plow Truck with Spreader which would require the City to continue to utilize Unit S3149, 1996 International Plow Truck.

**Background/History:**

This request is to replace Unit S3149, a 1996 International plow truck. The current condition of the unit has exceeded critical benchmarks of maintenance and replacement over the 23 years to warrant replacement. Mechanical issues prevent this truck from being reliable and has been utilized in a backup capacity compared to first priority equipment. Its "twin" unit S3148 has been reassigned to the landfill for their needs. This truck would likely be sold at auction or repurposed at the direction of Fleet.

**Key Considerations:**

The purchase of this unit is critical for PW-Streets to perform its annual snow operations response. The equipment request was reviewed by the Fleet Management Committee and approved at the February 12, 2019 meeting.

**Expanded Financial Considerations:**

There are no expanded financial considerations with this purchase being fully funded in the Fiscal Year 19 budget utilizing Highway User Revenue Funds (HURF).

**Community Benefits and Considerations:**

A typical Flagstaff winter season will see multiple snow events produce over 100" of annual snowfall and many nights of freezing temperatures. Our service delivery is of high quality and as timely as possible. Clearing roadways enables our public to move freely around the community and travel safely to their destinations. Our local school routes and transit network are of the highest priority and are maintained throughout the duration of a storm event. This main route truck is a first response vehicle that works predominately on these routes with both plowing and cindering capabilities.

**Community Involvement:**

Winter storms are a significant source of citizen interest with the importance of having the tools to perform the duties of the position. Our community stakeholders such as NAIPTA and the local school systems have been able to deliver safe transportation of community members due to the operation efforts of our City response efforts.

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**Attachments:**    2019-81 Contract for International Snow Plow  
                          Acceptance and Award  
                          International Quote



## COOPERATIVE PURCHASE CONTRACT

Contract No. 2019-81

This Cooperative Purchase Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and RWC Group, LLC, a State of Arizona limited liability company ("Contractor").

### RECITALS:

- A. Contractor has Contract #CTR42343/CTR041813 with the State of Arizona to supply materials and/or services ("Agency Contract"), which was awarded through a competitive and open procurement process; and
- B. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

### AGREEMENT:

NOW THEREFORE, in consideration for the mutual promises contained herein, the parties agree as follows:

1. Materials and or Services Purchased. Contractor shall provide to City the materials and or services, as specified in the Purchase Order(s) submitted by the City in accordance with the Agency Contract. General description of materials and or services being leases/purchased:

**One (1) 2020 International HV513 SFA, Front Plow Truck with Spreader**

2. Specific Requirements of City. Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Purchase Order(s) submitted to Contractor or Exhibit A attached hereto and incorporated by reference.
3. Payment. Payment to the Contractor for the materials and or services provided shall be **\$259,572.23**, made in accordance with the price list and terms set forth in the Agency Contract.
4. Terms and Conditions of Agency Contract Apply. All provisions of the Agency Contract documents, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. The Agency Contract is recorded with the Arizona Department of Administration, State Procurement Office under Solicitation No. BPM000228 (Description Medium and Heavy-Duty Cabs, Chassis, and Buses) Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract.
5. Certificates of Insurance. All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Prior to commencing performance under this Contract, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.
6. Term. This Cooperative Purchase Contract shall commence upon execution by both parties and shall continue until expiration or termination of the underlying Agency Contract, unless sooner terminated by City in writing.



7. Renewal. This Cooperative Purchase Contract shall be automatically renewed if the underlying Agency Contract is renewed, for the same renewal period, unless City provides advance written notice to Contractor of its intention to non-renew.
8. Notice. Any notices concerning this Contract shall be in writing and sent by certified mail and email as follows:

To the City:

Jessica Bryson  
Senior Procurement Specialist  
City of Flagstaff  
Purchasing Section  
211 West Aspen Avenue  
Flagstaff, AZ 86001  
[jbryson@flagstaffaz.gov](mailto:jbryson@flagstaffaz.gov)

To the Contractor:

Mary Wilson  
Truck Sales  
RWC Group, LLC  
600 N 75<sup>th</sup> Avenue  
Phoenix, AZ 85043  
[mwilson@rwcgroup.com](mailto:mwilson@rwcgroup.com)

With a copy to:

Scott Overton  
Streets Section Director  
City of Flagstaff  
Public Works Section  
211 West Aspen Avenue  
Flagstaff, AZ 86001  
[Scott.overton@flagstaffaz.gov](mailto:Scott.overton@flagstaffaz.gov)



9. Authority. Each party warrants that it has authority to enter into this Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into this Contract.

CONTRACTOR:

By:\_\_\_\_\_

Title:\_\_\_\_\_

CITY OF FLAGSTAFF

By:\_\_\_\_\_

Title:\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney's Office



**EXHIBIT A**  
**SPECIFIC REQUIREMENTS OF CITY**

Price: Per Purchase Order

Specifications: Per Purchase Order

Schedule of performance: Per Purchase Order

Delivery location: Per Purchase Order

Notices: All notices to City shall be sent to:

Buyer: Jessica Bryson  
Senior Procurement Specialist  
Purchasing Department  
211 W. Aspen Drive  
Flagstaff, Arizona 86001  
(928) 213-2276

Attach: Certificate of Insurance





# Request for Proposal

Solicitation No.

**BPM000228**

Description:

Medium and Heavy Duty Cabs, Chassis, and Buses

Arizona Department of Administration

**State Procurement Office**

100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

## Attachment 1 Offer and Acceptance Form

**SUBMISSION OF OFFER:** Undersigned hereby offers and agrees to provide Medium and Heavy Duty Cabs, Chassis, and Buses in compliance with the Solicitation indicated above and any Offer indicated by the latest dated version below:

Initial Offer:	1.	Mary Wilson	MRW						
		date	initial						
Revised Offers:	2.	x		3.	x		4.	x	
		date #1	initial		date #1	initial		date #1	initial
	5.	x		6.	x		7.	x	
		date #4	initial		date #5	initial		date #6	initial
Best and Final Offer:	8.	1/16/19							
		date	initial						

### RWC Group

Offeror company name

600 N 75<sup>th</sup> Ave

Address

Phoenix, Arizona 85043

City | State | ZIP

27-2085725

Federal tax identifier (EIN or SSN)

Signature of person authorized to sign Offer

Initials

Mary Wilson Truck Sales

Printed name and title

Mary Wilson Truck Sales

Contact name and title

mwilson@rwcgroup.com

602-307-1037

Contact Email Address

Contact phone number

**CERTIFICATION:** By signature in the above, Offeror certifies that it:

- will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465;
- 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 will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
- complies with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance; and
- is not debarred from, or otherwise prohibited from participating in any contract awarded by federal, state, or local government.

**ACCEPTANCE OF OFFER:** State hereby accepts the initial Offer, Revised Offer, or Best and Final Offer identified by number #8 at the top of this form, and which was dated 1/16/19 (the Accepted Offer). Offeror is now bound (as Contractor) to carry out the Work under the attached Contract, of which the Accepted Offer forms a part. Contractor is cautioned not to commence any billable work or to provide any material or perform any service under the Contract until Contractor receives the applicable Order or written notice to proceed from Procurement Officer.

State's Contract No. is: CTR041813

The effective date of the Contract is: 1/18/19 Contract awarded 1/18/19

Date

Date

Nicola Perrera

Procurement Officer signature

Nick Perrera

Statewide Procurement Manager





# **HV513 SFA**

Sales Proposal For:  
**CITY OF FLAGSTAFF**

Presented By:  
**RWC Group**



**Prepared For:**  
 CITY OF FLAGSTAFF  
 Mike Stress  
 211 WEST ASPEN AVE.  
 FLAGSTAFF, AZ 86001-  
 (928)779 - 7619  
 Reference ID: N/A

**Presented By:**  
 RWC Group  
 Mary R Wilson  
 600 North 75th Avenue  
 PHOENIX AZ 85043 -  
 (602)307-1050

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

**Model Profile**  
**2020 HV513 SFA (HV513)**

<b>AXLE CONFIG:</b>	6X4
<b>APPLICATION:</b>	Front Plow with spreader
<b>MISSION:</b>	Requested GVWR: 66000. Calc. GVWR: 66000 Calc. Start / Grade Ability: 29.93% / 2.90% @ 55 MPH Calc. Geared Speed: 84.0 MPH
<b>DIMENSION:</b>	Wheelbase: 242.00, CA: 158.50, Axle to Frame: 63.00
<b>ENGINE, DIESEL:</b>	{International A26} EPA 2017, 475HP @ 1700 RPM, 1700 lb-ft Torque @ 1000 RPM, 2100 RPM Governed Speed, 475 Peak HP (Max)
<b>TRANSMISSION, AUTOMATIC:</b>	{Allison 4500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway
<b>CLUTCH:</b>	Omit Item (Clutch & Control)
<b>AXLE, FRONT NON-DRIVING:</b>	{Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
<b>AXLE, REAR, TANDEM:</b>	{Meritor RT-46-164P} Single Reduction, Standard Width, 46,000-lb Capacity, with Lube Oil Pump, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends Gear Ratio: 4.56
<b>CAB:</b>	Conventional, Day Cab
<b>TIRE, FRONT:</b>	(2) 425/65R22.5 Load Range L HTC1 (CONTINENTAL), 465 rev/mile, 68 MPH, All-Position
<b>TIRE, REAR:</b>	(8) 11R22.5 Load Range G HDR2 (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
<b>SUSPENSION, REAR, TANDEM:</b>	{Hendrickson HMX-460-54} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
<b>FRAME REINFORCEMENT:</b>	Outer "C" Channel, Heat Treated Alloy Steel (120,000 PSI Yield); 10.813" x 3.892" x 0.312"; (274.6mm x 98.9mm x 8.0mm); 480.0" (12192mm) Maximum OAL
<b>PAINT:</b>	Cab schematic 100WM Location 1: 9219, Winter White (Std) Chassis schematic N/A



Code	Description	F/R Wt (lbs)	Tot Wt (lbs)	List (US DOLLAR)
HV51300	Base Chassis, Model HV513 SFA with 242.00 Wheelbase, 158.50 CA, and 63.00 Axle to Frame.	7786/4536	12322	\$165,553.00
1570	TOW HOOK, FRONT (2) Frame Mounted	8/0	8	\$118.00
1AND	AXLE CONFIGURATION {Navistar} 6x4 <u>Includes</u> : DRIVESHAFT 1810 Series Transmission to Rear Axle : INNER-AXLE SHAFT 1710 Series Forward Rear Axle to Rear Rear Axle <u>Notes</u> : Pricing may change if axle configuration is changed.	0/0	0	\$1,524.00
1CBU	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL	100/234	334	\$0.00
1GBP	FRAME REINFORCEMENT Outer "C" Channel, Heat Treated Alloy Steel (120,000 PSI Yield); 10.813" x 3.892" x 0.312"; (274.6mm x 98.9mm x 8.0mm); 480.0" (12192mm) Maximum OAL	463/604	1067	\$1,700.00
1MBP	BUMPER, FRONT Swept Back 15-Degrees, Steel, for use with Front Frame Extensions, Heavy Duty	0/0	0	\$125.00
1UAN	FRAME EXTENSION, FRONT Integral; 27" In Front of Grille, with Outer "C" Channel Reinforcement	203/-28	175	\$795.00
1WTX	WHEELBASE RANGE 199" (505cm) Through and Including 264" (670cm)	0/0	0	\$817.00
2ARY	AXLE, FRONT NON-DRIVING {Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity	186/0	186	\$2,153.00
3AGA	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 20,000-lb Capacity, with Shock Absorbers	57/0	57	\$724.00
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck <u>Applications</u> <u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic (with Air Cam Brakes) : SLACK ADJUSTERS, REAR Automatic (with Air Cam Brakes) : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6	0/0	0	\$0.00
4193	BRAKES, FRONT, AIR CAM 16.5" x 6", Includes 24 SqIn Long Stroke Brake Chambers	26/0	26	(\$1,368.00)
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck	0/0	0	\$542.00
4AZJ	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel) with Automatic Traction Control	0/0	0	\$182.00
4EBD	AIR DRYER {Wabco System Saver 1200} with Heater	12/6	18	\$497.00
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake	0/78	78	\$0.00
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn	18/0	18	\$0.00
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake	0/52	52	(\$3,048.00)



<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>List</u> (US DOLLAR)
4SPM	AIR COMPRESSOR {Bendix BA-921 Head Unload} 15.9 CFM Capacity, Single Cylinder	0/0	0	\$0.00
4VHT	AIR DRYER LOCATION Mounted to Outside Left Rail on Fuel Water Separator Bracket	0/0	0	\$27.00
4WDA	DRAIN VALVE (3) Petcocks, for Air Tanks	0/0	0	\$0.00
4WZJ	AIR TANK LOCATION (2) : One Mounted Under Each Frame Rail, Front of Rear Suspension, Parallel to Rail	0/0	0	\$288.00
5708	STEERING COLUMN Tilting	10/5	15	\$125.00
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black	0/0	0	\$0.00
5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power	76/-2	74	\$1,169.00
7BEV	AFTERTREATMENT COVER Steel, Black	0/0	0	\$0.00
7BKS	EXHAUST SYSTEM Single Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab; for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab	37/40	77	\$1,210.00
7SDK	ENGINE COMPRESSION BRAKE by Jacobs; for N13/A26 Engines, with Selector Switch and On/Off Switch	0/0	0	\$2,158.00
7WAZ	TAIL PIPE (1) Turnback Type, Non-Bright, for Single Exhaust	0/0	0	\$64.00
7WBU	EXHAUST HEIGHT 11' 6"	2/0	2	\$118.00
7WDN	MUFFLER/TAIL PIPE GUARD (1) Non-Bright Aluminum	0/0	0	\$0.00
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0	\$0.00
	<u>Includes</u>			
	: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab			
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel			
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever			
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light			
	: STARTER SWITCH Electric, Key Operated			
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector			
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature			
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever			
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted			
	: WIRING, CHASSIS Color Coded and Continuously Numbered			
8695	SNOW SHIELD (2) Chrome; for Dual Air Horns	2/0	2	\$33.00
8899	JUMP START STUD (2) Remote Mounted	1/0	1	\$214.00
8GXJ	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount	0/0	0	\$0.00
8HAE	BODY BUILDER WIRING Rear of Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn	0/3	3	\$209.00
8HAH	ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Combined Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake Accommodation Package with Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket	0/2	2	\$363.00
8HXT	HORN, AIR (2) Single Tone, Chrome, Roof Mounted, with Lanyard Pull Cord	0/0	0	\$413.00
8MJU	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 2850CCA Total, Top Threaded Stud	11/10	21	\$179.00
8RGA	2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab	1/0	1	\$211.00



<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>List</u> (US DOLLAR)
8RML	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/3.5MM Auxiliary Input, MP3, Apple Device Play & Control, Bluetooth for Phone & Music	2/0	2	\$483.00
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors	0/0	0	\$48.00
8RNC	CB RADIO Accommodation Package; Header Mounted; Feeds From Accessory Side of Ignition Switch; Includes Power Source and Two (2) Antennas, Antenna Bases with Wiring on Both Side Mirrors	0/0	0	\$437.00
8THB	BACK-UP ALARM Electric, 102 dBA	0/3	3	\$120.00
8THJ	AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications	2/0	2	\$158.00
8TKK	TRAILER AUXILIARY FEED CIRCUIT for Electric Trailer Brake Accommodation/Air Trailer ABS; with 30 Amp Fuse and Relay, Controlled by Ignition Switch	1/0	1	\$123.00
8VAY	HORN, ELECTRIC Disc Style	0/0	0	\$0.00
8VUL	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Left Side Back of Cab	0/0	0	\$0.00
8VZK	TURN SIGNALS, FRONT {Sound Off} Dual Face, LED, Amber/Red, Mounted on Top of Fender, Used with Standard Flush Mounted Front Turn Signal, Side Marker Lamps, Parking Lights and Reflectors	0/0	0	\$187.00
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time	0/0	0	\$42.00
8WNH	RUNNING LIGHT (2) Daytime	1/0	1	\$58.00
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade	0/0	0	\$0.00
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights	0/0	0	\$42.00
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on	0/0	0	\$42.00
8WTL	STARTING MOTOR {Delco Remy 39MT} 12 Volt; Gear Reduced, with Thermal Over-Crank Protection	0/0	0	\$42.00
8WXB	HEADLIGHT WARNING BUZZER Sounds When Head Light Switch is on and Ignition Switch is in "Off" Position	0/0	0	\$49.00
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	0/0	0	\$0.00
9585	FENDER EXTENSIONS Rubber	0/0	0	\$0.00
9AAB	LOGOS EXTERIOR Model Badges	0/0	0	\$0.00
9AAE	LOGOS EXTERIOR, ENGINE Badges	0/0	0	\$0.00
9HBM	GRILLE Stationary, Chrome	0/0	0	\$0.00
9HBN	INSULATION, SPLASH PANELS for Sound Abatement	3/0	3	\$76.00
9WAC	BUG SCREEN Mounted Behind Grille	5/0	5	\$131.00
9WBK	FRONT END Tilting, Fiberglass, with Three Piece Construction Includes Long Hood	0/0	0	\$0.00
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100 <u>Includes</u> : PAINT SCHEMATIC ID LETTERS "WM"	0/0	0	\$0.00
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0	\$0.00
10SLV	PROMOTIONAL PACKAGE Government Silver Package	0/0	0	\$0.00
10WCY	SAFETY TRIANGLES	11/1	12	\$47.00
11001	CLUTCH Omit Item (Clutch & Control)	-134/-22	-156	\$0.00
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/-40 Degrees C, Freeze Protection	0/0	0	\$0.00
12850	PTO EFFECTS, ENGINE FRONT for N13/A26 Engines, Less PTO, Unit, Includes Adapter Plate on Engine Front Mounted	0/0	0	\$257.00



**INTERNATIONAL®****Vehicle Specifications  
2020 HV513 SFA (HV513)****February 25, 2019**

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>List</u> (US DOLLAR)
12BED	ENGINE, DIESEL {International A26} EPA 2017, 475HP @ 1700 RPM, 1700 lb-ft Torque @ 1000 RPM, 2100 RPM Governed Speed, 475 Peak HP (Max)	0/0	0	\$1,678.00
12THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed with Residual Torque Device for Disengaged Fan Speed <u>Includes</u> : FAN Nylon	0/0	0	\$0.00
12VAL	AIR CLEANER Dual Element, with Integral Snow Valve and In-Cab Control	6/0	6	\$379.00
12VHC	FEDERAL EMISSIONS {International A26} EPA, OBD and GHG Certified for Calendar Year 2019	0/0	0	\$0.00
12VYL	ACCESSORY WIRING, SPECIAL for Road Speed Wire Coiled Under Instrument Panel for Customer Use	0/0	0	\$45.00
12WEG	COLD STARTING EQUIPMENT Automatic; with Engine ECM Control	0/0	0	\$168.00
12WTA	FAN DRIVE SPECIAL EFFECTS Fan Cooling Ring with Fan Shroud Effects, Engine Mounted	0/0	0	\$0.00
12WZJ	EMISSION COMPLIANCE Low NOx Idle Engine, Complies with California Clean Air Regulations; Includes "Certified Clean Idle" Decal located on Driver Door	0/0	0	\$62.00
12XBD	RADIATOR Aluminum; Welded, Front to Back CrossFlow System, 1292 Sqn, 1008 Sqn CAC <u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber	0/0	0	\$0.00
12XBW	BLOCK HEATER, ENGINE {Phillips} 120V/1150W, and 120V/300W Oil Pan Heater with "W" Cord for Fuel and Oil Pan Heaters, Cord to Operate All Heaters <u>Includes</u> : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door	0/0	0	\$148.00
13AUW	TRANSMISSION, AUTOMATIC {Allison 4500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway	259/117	376	\$26,291.00
13WAW	OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil Type	25/0	25	\$898.00
13WDZ	SHIFT CONTROL PARAMETERS Allison S-1 Performance Programming in Primary and Allison Fixed Programming in Secondary	0/0	0	\$48.00
13WET	TRANSMISSION SHIFT CONTROL for Column Mounted Stalk Shifter	0/0	0	\$50.00
13WLM	TRANSMISSION OIL Synthetic; 63 thru 76 Pints	0/0	0	\$405.00
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction	0/0	0	\$0.00
13XAL	PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission	0/0	0	\$0.00
14HRE	AXLE, REAR, TANDEM {Meritor RT-46-164P} Single Reduction, Standard Width, 46,000-lb Capacity, with Lube Oil Pump, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends . Gear Ratio: 4.56	0/2413	2413	\$14,036.00
14JULY	SUSPENSION, REAR, TANDEM {Hendrickson HMX-460-54} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings	0/500	500	\$5,023.00



<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>List</u> (US DOLLAR)
14WAL	SUSPENSION/REAR-AXLE IDENTITY for Meritor Tandem Rear Axles with Bar-Pin Beam Attachment Type Suspensions	0/0	0	\$0.00
15DYP	DEF TANK 9.5 US Gal (36L) Capacity, Frame Mounted Outside Left Rail, Under Cab	0/0	0	\$0.00
15LMK	LOCATION FUEL/WATER SEPARATOR Mounted Outside Left Rail, 54" Back of Cab	0/0	0	\$70.00
15LML	FUEL/WATER SEPARATOR {Davco Fuel Pro 382} 120 VAC Plug-in Electric Pre-Heater, Coolant Heated, Includes Water-in-Fuel Sensor	0/0	0	\$623.00
15SJZ	FUEL TANK Top Draw, Non-Polished Aluminum, 26" Dia, 80 US Gal (303L), Mounted Left Side, Under Cab	14/10	24	\$201.00
15WCS	FUEL COOLER Less Thermostat; Mounted in Front of Cooling Module	15/0	15	\$276.00
16030	CAB Conventional, Day Cab	0/0	0	\$0.00
16BAM	AIR CONDITIONER with Integral Heater & Defroster	52/4	56	\$1,187.00
16GDG	GAUGE CLUSTER Premium Level; English with English Speedometer and Tachometer, for Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 5 Inch LCD Color Display	0/0	0	\$488.00
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} with Black Bezel Mounted in Instrument Panel	2/0	2	\$30.00
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0	\$0.00
16JPY	SEAT, DRIVER {National 2000} Air Suspension, Hi Back, Vinyl W/Cloth Insert, 1 Inboard Arm Rest, Isolator, Adjuster, 3 Chamber Lumbar, 6 Way Front Adj, 3 Way Rear Cushion Adj, -3 to 14 Degree Back Angle Adjustment, Adjust Side Bolster, Vinyl Suspension Cover, Heat	2/0	2	\$469.00
16SEE	GRAB HANDLE Chrome; Towel Bar Type with Anti-Slip Rubber Inserts; for Cab Entry Mounted Left Side Only at "B" Pillar	3/0	3	\$118.00
16SJW	MIRROR, CONVEX, HOOD MOUNTED (2) {Lang Mekra} Heated, Left and Right Sides 7.44" Sq	9/0	9	\$265.00
16SMM	SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Cloth	15/8	23	\$398.00
16SNP	MIRRORS (2) Power Adjust, Thermostatically Controlled Heated Heads, Black Heads, Brackets and Arms, 7.55" x 14.1" Flat Glass, 7.48" x 6.77" Convex Glass Both Sides	0/0	0	\$321.00
16SNW	MIRROR, CONVEX, LOOK DOWN Right Side, Black, 6" x 10 1/4"	0/0	0	\$49.00
16VCC	SEAT BELT All Orange; 1 to 3	0/0	0	\$26.00
16VKB	CAB INTERIOR TRIM Classic, for Day Cab	0/0	0	\$0.00
	<u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap			
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature	5/0	5	\$367.00
16WSK	CAB REAR SUSPENSION Air Bag Type	0/0	0	\$0.00
16XJP	INSTRUMENT PANEL Wing Panel	0/0	0	\$333.00
16XWJ	WINDSHIELD WIPER BLADES Snow Type	2/0	2	\$30.00



<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>List</u> (US DOLLAR)
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab	0/0	0	\$0.00
27DUN	WHEELS, FRONT {Accuride 29807} DISC; 22.5x12.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Offset 5.37"	104/0	104	\$784.00
28DTT	WHEELS, REAR {Accuride 28828} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and with Steel Hubs	0/96	96	\$462.00
60AAG	BDY INTG, REMOTE POWER MODULE Mounted Inside Cab Behind Driver Seat, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total; Includes 1 Switch Pack with Latched Switches	0/0	0	\$790.00
60AAT	BDY INTG, ADDITIONAL CAB HOLE for Customer Use	0/0	0	\$50.00
60ABL	BDY INTG, PTO ACCOMMODATION for Electric over Air, Clutched PTO Engagement and Disengagement, Does not Include Air Solenoid, with Latched Switch Mounted on Dash, Includes Audible Alarm and Indicator Light in Gauge Cluster (requires 1 Remote Power Module Input & 1 Output)	0/0	0	\$25.00
60ABM	BDY INTG, RPM I/O HARNESS Includes a Harness with Six Input Blunt Cut Wires and Six Output Blunt Cut Wires, for use with one RPM	0/0	0	\$40.00
60AJC	BDY INTG, INDICATOR LIGHTS (2) 1 for Gate Open and 1 for Rear Alert, Includes Audible Alarm, Programmable Mode for Various Switch Action (requires 2 Remote Power Module inputs)	0/0	0	\$83.00
7372135423	(8) TIRE, REAR 11R22.5 Load Range G HDR2 (CONTINENTAL), 491 rev/mile, 75 MPH, Drive	0/120	120	\$320.00
7752665412	(2) TIRE, FRONT 425/65R22.5 Load Range L HTC1 (CONTINENTAL), 465 rev/mile, 68 MPH, All-Position	124/0	124	(\$368.00)
<b>Total of Product Features</b>				<b>\$236,105.00</b>
<b>Services Section:</b>				
40127	WARRANTY Standard for HV513, HV613 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2030A	0/0	0	\$0.00
<b>Total of Service Features</b>				<b>\$0.00</b>
<b>Total Component Weight:</b>		<b>9527/8790</b>	<b>18317</b>	
<b>Total List Price Including Options:</b>				<b>\$236,105.00</b>



<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>List</u> (US DOLLAR)
1	NORWOOD-QUOTE-CRYSTEEL "SELECT" DUMP BODY, 150 CA, 16'X84X96 8" TALL 3/16" FORMED TRAPAZOIDAL LONGSILLS WITH 5/8" RUBBER WEAR PADS FRONT WALL 40" TALL, 10GA A1011 STEEL, AIR OPERATED TAILGATE RELEASE 7GA A1011 STEEL FLOOR, HD FORMED TOP RAILS, FULL DEPTH 1-PIECE REAR CORNER POSTS, 7GA 1011 STEEL, STEP LADDER AR REAR OF BODY, TAILGATES ARE BUILT FROM 10GA A10011 STEEL WITH HD FORMED BRACES HD REAR HINGE ASSEMBLY, MUD FLAPS BACK OF DRIVE TIRES, BODY UP SAFETY PROP, INDICATOR LIGHT AND BACK UP ALARM, LED LIGHTS AND REFLECTORS TO DOT REQUIREMENTS, NEW HOT-SHIFT PTO WITH DIRECT MOUNT HYDRAULIC PUMP (AUTOMATIC TRANSMISSION) HYDRAULIC OIL AND HOSES NEEDED, FORCE SYSTEM TO OPERATE ALL CONTROLS, STROBE LIGHTS TOP MOUNTED BEHIND CAB, STROBE LIGHTS REAR AND FULL SET PLOW LIGHTS, MONROE 12' MTE FULL MODBOARD TRIP REVERSIBLE PLOW BUILT TO HENKE SPEC PLOW LIGHTS AND BRACKETS WITH BUILT IN LEVEL LIFT, RUBBER SNOW DEFLECTOR WITH CURB GUARD, 14' STAINLESS STEEL MONROE HEATED SANDER, 10 GAUGE HOPPER 7 GAUGE LONG SILLS, CONVEYOR CHAIN WITH SPEED SENSOR, TIP UP SPINNER WITH POLY DISC, STAINLESS STEEL LIGHTBAR WITH TWO WORK LIGHTS, REAR SLACK ADJUSTER KIT, SELF LOADING LEG KIT, FRONT AND SIDE STAINLESS SPILL SHIELDS, 18X18X36 TOOL BOX	0/0	0	\$123,490.00
	<b>Total Body Allied:</b>	<b>0/0</b>	<b>0</b>	<b>\$123,490.00</b>
	STATE CONTRACT#CTR42343 MEDIUM AND HEAVY DUTY CHASSIS AND BUS	0/0	0	\$0.00
	<b>Total Goods Purchased:</b>	<b>0/0</b>	<b>0</b>	<b>\$0.00</b>

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.



<u>Description</u>	(US DOLLAR)	<u>Price</u>
Total Factory List Price Including Options:		\$236,105.00
Total Preparation And Delivery:		\$0.00
Freight	\$2,250.00	
Total Freight:		\$2,250.00
Total Factory List Price Including Freight:		\$238,355.00
Less Customer Allowance:		(\$122,184.58)
Total Vehicle Price:		\$116,170.42
Total Body/Allied Equipment:		\$123,490.00
Total Sale Price:		\$239,660.42
Total Per Vehicle Sales Price:		\$239,660.42
Total Net Sales Excluding Taxes:		\$239,660.42
Arizona Tire Tax, 10 Tires	\$20.00	
Sales Tax, Maricopa County	\$19,891.81	
Total Taxes:		\$19,911.81
Net Sales Price:		\$259,572.23

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

\_\_\_\_\_  
Official Title and Date

\_\_\_\_\_  
Firm or Business Name

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

\_\_\_\_\_  
Authorized Signature and Date

This proposal is not binding upon the seller without  
Seller's Authorized Signature

\_\_\_\_\_  
Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.



# NORWOOD EQUIPMENT INC.

511 E Mohave St  
Phoenix, AZ 85004  
Phone 602-254-0644 Fax 602-253-4100

## QUOTATION

TO:	City of Flagstaff 3200 Rt. 66 West Flagstaff, AZ. 86001	NEW DUMP BODY INSTALL with Plow and Sander FROM: CHRIS CIMINI
ATTN:	Mike Stress	
EMAIL:		

1/15/2019

QUANTITY				
	NEW CRYSTEEL "SELECT" DUMP BODY	150" CA Chassis		
	16' X84X96			
	8" TALL 3/16" FORMED TRAPAZOIDAL LONGSILLS WITH 5/8" RUBBER WEAR PADS			
	FRONT WALL 40" TALL, 10GA A1011 STEEL			
**	AIR OPERATED TAILGATE RELEASE			
	7 GA A1011 STEEL FLOOR			
	HD FORMED TOP RAILS			
	FULL DEPTH 1-PIECE REAR CORNER POSTS, 7GA A1011 STEEL			
	STEP LADDER AT REAR OF BODY			
***	TAILGATES ARE BUILT FROM 10 GA A1011 STEEL WITH HD FORMED BRACES			
	HD REAR HINGE ASSEMBLY			
	MUD FLAPS BACK OF DRIVE TIRES			
	BODY UP SAFETY PROP, INDICATOR LIGHT AND BACK UP ALARM			
	LED LIGHTS AND REFLECTORS TO DOT REQUIREMENTS			
***	NEW HOT-SHIFT PTO WITH DIRECT MOUNT HYDRAULIC PUMP (AUTOMATIC TRANSMISSION)			
	HYDRAULIC OIL AND HOSES NEEDED			
	FORCE SYSTEM TO OPERATE ALL CONTROLS			
	STROBE LIGHTS TOP MOUNTED BEHIND CAB, STROBE LIGHTS REAR AND FULL SET PLOW LIGHTS			
***				
	MONROE 12FT MTE FULL MOLDBOARD TRIP REVERSIBLE PLOW BUILT TO HENKE SPEC			
	PLOW LIGHTS AND BRACKETS WITH BUILT IN LEVEL LIFT			
	RUBBER SNOW DEFLECTOR WITH CURB GUAF			
	14FT STAINLESS STEEL MONORE HEATED SANDER			
	10 GAUGE HOPPER 7 GAUGE LONG SILLS			
	CONVEYOR CHAIN WITH SPEED SENSOR, TIP UP SPINNER WITH POLY DISC			
	STAINLESS STEEL LIGHTBAR WITH TWO WORK LIGHTS			
	REAR SLACK ADJUSTER KIT			
***	SELF LOADING LEG KIT			
	FRONT AND SIDE STAINLESS STEEL SPILL SHIELDS			
***	18X18X36 TOOL BOX Incl			
				123,490.00
	NEW INTERNATIONAL CHASSIS, INCLUDES BATTERY LOCKOUT		chassis price	
	TWO SETS OF BOOKS FOR ALL ATTACHMENTS AND DIGITAL ACCESS		not included.	
***				
***				
***				

QUOTATION VALID FOR 30 DAYS UNLESS OTHERWISE LISTED

ACCEPTED BY:

DATE:

If you have any questions concerning this quotation contact Stan Young 602-725-4976

THANK YOU FOR YOUR BUSINESS!

SUBTOTAL

8.6% ST TAX

12% FET TAX

TOTAL

Not Included

Not Included



**CITY OF FLAGSTAFF**  
**STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Scott Overton, Streets Section Director  
**Date:** 03/12/2019  
**Meeting Date:** 03/19/2019



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**TITLE:**

**Consideration and Approval of Purchase Through a Cooperative Purchase Contract:** To purchase two (2) 2020 Freightliner M2-106 Street Sweepers from Freightliner of Arizona, LLC, through a cooperative purchase contract with the Arizona Department of Administration, State Procurement Office in the amount of \$540,940.40.

**STAFF RECOMMENDED ACTION:**

1. Approve the equipment purchase of two (2) 2020 Freightliner M2-106 Street Sweepers from Freightliner of Arizona LLC in the amount of \$540,940.40, through cooperative purchase contract #CTR041810 with the Arizona Department of Administration, State Procurement Office.
2. Authorize the City Manager to execute the necessary documents.

**Executive Summary:**

Public Works - Streets Section is responsible for the ongoing maintenance of our local transportation network. One of our responsibilities is to keep our streets clean and free of debris. These sweepers are being considered as a replacement of 2 existing sweepers, both 2004 Freightliner FL70 models. Both units have met milestone requirements for replacement and have been recommended to and approved by the Fleet Management Committee for the requested action. Both older units will be considered as trade-ins to help offset the cost of the new units.

**Financial Impact:**

This equipment consideration was approved in the FY19 Budget for \$600,000 and is funded with Highway User Revenue Funds (HURF) Acc# 040-06-161-0611-6-4401.

**Policy Impact:**

Public Works - Streets Section is responsible for the ongoing maintenance of our local transportation network. One of our responsibilities is to keep our streets clean and free of debris. In addition to periodic street cleaning these units also pick up the majority of the cinders used in snow operations. These sweepers are being considered as a replacement of 2 existing sweepers, both 2004 Freightliner FL70 models. Both units have met milestone requirements for replacement and have been recommended to and approved by the Fleet Management Committee for the requested action. Both older units will be considered as trade-ins to help offset the cost of the new units.

**Connection to Council Goal, Regional Plan and/or Team Flagstaff Strategic Plan:**



Transportation and Public Infrastructure - Deliver quality community assets and continue to advocate and implement a highly performing multi-model transportation system.

**Has There Been Previous Council Decision on This:**

Yes, the sweeping program has historically been a strongly valued service program delivered by the Streets division crews. As we experience winter driving conditions and utilize cinder supplies for vehicular traction, the street sweeping program is imperative for clean streets, particularly with post winter clean-up operations. The need for consistent and high quality sweeping equipment is imperative to this service delivery.

**Options and Alternatives:**

1. Approve this Cooperative Purchase Contract with Freightliner of Arizona, LLC, Contract No. CTR041810; or
2. Forego the purchase of the two (2) new Freightliner Street Sweepers and continue to utilize our 2004 Units (one is completely out of service with significant repairs needed and the second is used in a back up capacity when available and operational).

**Background/History:**

Street sweeping is a community service requested and delivered in high priority. Currently our sweeper operations occur in the overnight hours. The downtown area is swept 5 nights per week and all residential areas are on a monthly schedule. Special operations include post storm cinder clean up efforts, accident cleanup and response and general assistance in shouldering and grading improvements.

**Key Considerations:**

This request is to replace Units S3018 and S3019, both 2004 Freightliner sweepers. The current condition of the units have exceeded critical benchmarks of maintenance and replacement over the 15 years to warrant replacement. Both units will be traded in as part of this purchase.

**Expanded Financial Considerations:**

Continue to utilize our existing equipment and best practices. Rental equipment is an additional option if the piece of equipment is available. This is not recommended as the consistent need and demands of the sweeping program.

**Community Benefits and Considerations:**

Street sweeping is a community service requested and delivered in high priority. Regular street sweeping improves the safety and appearance of the roadways within the City of Flagstaff.

**Community Involvement:**

While there is no specific community involvement in this specific decision, street cleaning and community appearance is a significant source of citizen interest and community pride. Our Flagstaff community has been consistent in our desire to maintain and clean and operable transportation network.

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**Attachments:**    2019-79 Contract for Two Freightliner Street Sweepers  
                         Offer Acceptance and Award  
                         Freightliner Quote



## COOPERATIVE PURCHASE CONTRACT

Contract No. 2019-79

This Cooperative Purchase Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and Freightliner of Arizona, LLC, a State of Arizona limited liability company ("Contractor").

### RECITALS:

- A. Contractor has Contract #CTR041810 with the State of Arizona to supply materials and/or services ("Agency Contract"), which was awarded through a competitive and open procurement process; and
- B. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

### AGREEMENT:

NOW THEREFORE, in consideration for the mutual promises contained herein, the parties agree as follows:

1. Materials and or Services Purchased. Contractor shall provide to City the materials and or services, as specified in the Purchase Order(s) submitted by the City in accordance with the Agency Contract. General description of materials and or services being leases/purchased:

#### **Two (2) 2020 Freightliner M2 106 Street Sweepers**

2. Specific Requirements of City. Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Purchase Order(s) submitted to Contractor or Exhibit A attached hereto and incorporated by reference.
3. Payment. Payment to the Contractor for the materials and or services provided shall be \$572,940.40, less a total trade-in allowance of \$32,000.00, for a total amount due of **\$540,940.40**, made in accordance with the price list and terms set forth in the Agency Contract.
4. Terms and Conditions of Agency Contract Apply. All provisions of the Agency Contract documents, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. The Agency Contract is recorded with the Arizona Department of Administration, State Procurement Office under Solicitation No. BPM000228 (Description Medium and Heavy Duty Cabs, Chassis, and Buses). Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract.
5. Certificates of Insurance. All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Prior to commencing performance under this Contract, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.



6. Term. This Cooperative Purchase Contract shall commence upon execution by both parties and shall continue until expiration or termination of the underlying Agency Contract, unless sooner terminated by City in writing.
7. Renewal. This Cooperative Purchase Contract shall be automatically renewed if the underlying Agency Contract is renewed, for the same renewal period, unless City provides advance written notice to Contractor of its intention to non-renew.
8. Notice. Any notices concerning this Contract shall be in writing and sent by certified mail and email as follows:

To the City:

Jessica Bryson  
Senior Procurement Specialist  
City of Flagstaff  
Purchasing Section  
211 West Aspen Avenue  
Flagstaff, AZ 86001  
[jbryson@flagstaffaz.gov](mailto:jbryson@flagstaffaz.gov)

To the Contractor:

Jim Ross  
Sales Consultant  
Freightliner of Arizona, LLC  
1230 South Akimel Lane  
Chandler, AZ 85226  
[jross@vvgtruck.com](mailto:jross@vvgtruck.com)

With a copy to:

Scott Overton  
Streets Section Director  
City of Flagstaff  
Public Works Section  
211 West Aspen Avenue  
Flagstaff, AZ 86001  
[Scott.overton@flagstaffaz.gov](mailto:Scott.overton@flagstaffaz.gov)



9. Authority. Each party warrants that it has authority to enter into this Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into this Contract.

CONTRACTOR:

By:\_\_\_\_\_

Title:\_\_\_\_\_

CITY OF FLAGSTAFF

By:\_\_\_\_\_

Title:\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney's Office



**EXHIBIT A**  
**SPECIFIC REQUIREMENTS OF CITY**

Price: Per Purchase Order

Specifications: Per Purchase Order

Schedule of performance: Per Purchase Order

Delivery location: Per Purchase Order

Notices: All notices to City shall be sent to:

Buyer: Jessica Bryson  
Senior Procurement Specialist  
Purchasing Department  
211 W. Aspen Drive  
Flagstaff, Arizona 86001  
(928) 213-2276

Attach: Certificate of Insurance





# Request for Proposal

Solicitation No.

**BPM000228**

Description:

Medium and Heavy Duty Cabs, Chassis, and Buses

Arizona Department of Administration

**State Procurement Office**

100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

## Attachment 1 Offer and Acceptance Form

**SUBMISSION OF OFFER:** Undersigned hereby offers and agrees to provide Medium and Heavy Duty Cabs, Chassis, and Buses in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

Initial Offer:	1.	<b>11/28/18</b>	<b>CT</b>						
	date		initial						
Revised Offers:	2.	<b>NA</b>		3.	<b>NA</b>		4.	<b>NA</b>	
	date #1		initial	date #1		initial	date #1		initial
	5.	<b>NA</b>		6.	<b>NA</b>		7.	<b>NA</b>	
	date #4		initial	date #5		initial	date #6		initial
Best and Final Offer:	8.	<b>11/28/18</b>	<b>CT</b>						
	date		initial						

### FREIGHTLINER OF ARIZONA, LLC.

Offeror company name

9899 WEST ROOSEVELT STREET

Address

TOLLESON, AZ 85353

City | State | ZIP

47-3036507

Federal tax identifier (EIN or SSN)

Signature of person authorized to sign Offer

Initials

x **Cory Thompson - Truck Sales**

Printed name and title

CORY THOMPSON-TRUCK SALES

Contact name and title

[cthompson@vvgtruck.com](mailto:cthompson@vvgtruck.com)

623-907-9900

Contact Email Address

Contact phone number

**CERTIFICATION:** By signature in the above, Offeror certifies that it:

- will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465;
- 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 will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
- complies with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance; and
- is not debarred from, or otherwise prohibited from participating in any contract awarded by federal, state, or local government.

**ACCEPTANCE OF OFFER:** State hereby accepts the initial Offer, Revised Offer, or Best and Final Offer identified by number **#8** at the top of this form, and which was dated **11/28/18** (the Accepted Offer). Offeror is now bound (as Contractor) to carry out the Work under the attached Contract, of which the Accepted Offer forms a part. Contractor is cautioned not to commence any billable work or to provide any material or perform any service under the Contract until Contractor receives the applicable Order or written notice to proceed from Procurement Officer.

State's Contract No. is: **CTR041810**

The effective date of the Contract is: **1/18/19** Contract awarded **1/18/19**

Date

Date

*Nicola Perrera*

Procurement Officer signature

**Nick Perrera**

Statewide Procurement Manager





### Freightliner/Elgin 2020 Street Sweeper Cost Breakdown

Model M2 106 Class 7- Contract Price	71,344.58
Chassis Upgrades	18,855.42
Elgin Road Wizard Street Sweeper	176,700.00
Unit Price	266,900.00
Less Trade Allowance	16,000.00
Net Amount	250,900.00
Sales Tax	19,570.20
Total Vehicle Sales Price	270,470.20 X 2 units = 540,940.40

#### Chassis Upgrades Includes:

Factory Chassis Prep for RH Sit-down Secondary Steering Location, Fontaine Modification Installation of RH Steering location with Instrument Cluster, Positive and Negative Jumpstart Posts, Vertical B-Pillar Mounted Tailpipe w/ 10' Exhaust System Height, Detroit 10K Front Axle, 12K Taperleaf Front Suspension, Meritor 23K Rear Axle, Hendrickson 23K Rear Air Suspension, Manual Dump Valve, Single Leveling Valve, Air Dryer with Heater, Upgraded Steel Frame Rails, Dual Bright Heated Electric Mirrors w/ 8' Convex Mirrors and RH and LH Fender Mounted Mirrors, LH and RH Air Side Seats w/ Armrests and LH and RH Adjustable Tilt Steering Columns.

Street Sweeper Body and Equipment, see attached.

9899 W. Roosevelt St., Tolleson, Arizona 85353 T (623) 907-9900 [www.velocityvehiclegroup.com](http://www.velocityvehiclegroup.com)

• LA Freightliner • South Bay Truck Center • San Diego Freightliner • Silver State Truck & Trailer • High Desert Truck & Trailer • Crossroads Equip. Lease & Finance • Performance Truck & Trailer • Olay Truck & Trailer • TransWest • BusWest • Velocity Truck Rental & Leasing • Velocity Truck Center Ventura County • Freightliner of Arizona





## **PRODUCT DESCRIPTION**

· Conveyor Squeegee, dual, hydraulically driven side brooms, variable height, right side dumping hopper. Sweeper is powder coated from powder coatings chart 2003/N with powder coated gray undercarriage.

## **STANDARD FEATURES**

- Aux-engine; Cummins
- Two-stage dry type with restriction indicator (at engine) and precleaner
- Broom side, 46 "steel vertical digger 4 or 5 segment
- Broom side, hydraulic floating suspension, hydraulic deploy
- Broom, main, 34" diameter, 60" wide prefab disposable
- Camera, Rear with in-cab monitor
- Conveyor chain, hardened with polyurethane sprockets
- Conveyor, 11 flight squeegees with rubber edging
- Conveyor, lift independent from main broom
- Conveyor, three-piece replaceable wear plates
- Conveyor flush out system
- Conveyor raise in reverse
- Conveyor stall alarm
- Dirt shoes, heavy duty single row carbide steel (rubber isolated)
- Electric backup alarm
- Engine, sweeper, diesel, tier 4 FINAL, 74 HP
- Hopper inspection door
- Hopper, 5.4 cu yd with window and skylight
- Hopper up visual audible indicator
- Hopper, variable high dump, 10', 5.4 yard
- Hose, hydrant fill, 16'8" (5080 mm) with strainer and coupling
- Hydraulic oil level gauge w/ external thermometer and in-cab level light
- Lights, automatic backup
- Lights, combination tail/stop, separate amber signal
- Lights, flood light, one per broom (3)
- Manuals, operator and parts
- Rear broom cover and anti-carryover wrap
- Rear broom spray bar
- Rear right hand flood light
- Reflectors, set of 2
- Side broom speed control, external to cab
- Sweep resume / raise in reverse
- Tactile controls for all sweep functions
- Tool storage
- Variable speed brooms (external)
- Water fill, anti-siphon
- Water level indicator in-cab
- Water Pump, electric diaphragm
- Water tank, molded polyethylene, 360-gallon total nominal capacity
- Sweeper Painted Standard White
- Chassis Painted Standard White
- Red Logo



- PM-10 Complaint
- Extended Side broom Reach Right Hand
- Side broom Tilt Option Left Hand
- Side broom Tilt Option Right Hand
- Air Purge for Water System
- Washdown System
- In Cab Air Restriction Gauge for Auxiliary Engine
- SyKlone Pre Cleaner
- (1) Extra Key - Auxiliary Engine
- Package A : LED Stop/Tail/Turn Lights
- Package B : Rear Mounted Arrow stick
- Package C : (2) Rear Low Mounted Oval Amber LED Flashers
- Package D : (2) Rear High Mounted Oval Amber LED Flashers
- (4) LED Work Lights

Two sets of the following books

- Sweeper Service Manual
- Sweeper - Operator Manual
- Sweeper Parts Manual
- Cummins Operators Manual
- Cummins Troubleshooting Manual

One set digital

Left side camera system

Right side camera system

Hopper Window now aligned with chassis rear window



## CITY OF FLAGSTAFF STAFF SUMMARY REPORT

**To:** The Honorable Mayor and Council  
**From:** Scott Overton, Streets Section Director  
**Date:** 03/12/2019  
**Meeting Date:** 03/19/2019



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### TITLE:

**Consideration and Approval of a Cooperative Purchase Contract:** To purchase one (1) 2018 Caterpillar CC34B Asphalt Compactor from Caterpillar, Inc through a cooperative purchase contract with the City of Tucson (through the National Intergovernmental Purchasing Alliance) in the amount of \$61,017.00.

### STAFF RECOMMENDED ACTION:

1. Approve the equipment purchase for one (1) 2018 Caterpillar CC34B Asphalt Compactor from Caterpillar, Inc in the amount of \$61,017.00, plus applicable taxes, through cooperative purchase contract #161534-01 with the City of Tucson (through the National Intergovernmental Purchasing Alliance).
2. Authorize the City Manager to execute the necessary documents.

### Executive Summary:

Public Works - Streets Section is responsible for the ongoing maintenance of our local transportation network. One of our responsibilities is to maintain asphalt road surfaces for a satisfactory travel condition. At times, road sections will need repair as a result of deteriorating conditions and weather impacts. The Asphalt Compactor is a piece of equipment used in the re-paving process and is essential in repairing the road surface.

### Financial Impact:

This equipment consideration was approved in FY19 Budget and is funded with Highway User Revenue Funds (HURF), street maintenance.  
Acct# 040-06-161-0614-6-4402 and 040-06-161-0618-4402

### Policy Impact:

Our community desires a strong relationship to our transportation infrastructure and its maintenance expectations. This piece of equipment will enable the Streets operations to provide necessary repairs in a timely fashion with cost savings to the taxpayer by maintaining our roads prior to catastrophic failures.

### Connection to Council Goal, Regional Plan and/or Team Flagstaff Strategic Plan:

Transportation and Public Infrastructure - Deliver quality community assets and continue to advocate and implement a highly performing multi-model transportation system.



**Has There Been Previous Council Decision on This:**

This capital equipment purchase was approved during the Fiscal Year 19 budget process and was considered in conjunction with the overall budget discussions.

**Options and Alternatives:**

1. Approve this Cooperative Purchasing Contract with Caterpillar, Inc through the City of Tucson Cooperative Purchase Contract No. 161534-01 (through the National Intergovernmental Purchasing Alliance).
2. Forego the purchase of a new Asphalt Compactor which would require the City to continue to utilize existing equipment and best practices. Rental equipment is an additional option if the piece of equipment is available.

**Background/History:**

The City of Flagstaff Streets team self performs many road way repairs when found to be reasonable in scope or in emergency response. Proper roadway compaction is essential in delivering a quality repair.

**Key Considerations:**

This equipment purchase will be essential in the support of continued operations for the maintenance and upkeep of the City of Flagstaff Street Inventory.

**Expanded Financial Considerations:**

There are no additional expanded financial considerations to be considered with this purchase.

**Community Benefits and Considerations:**

Procurement of this piece of equipment is with a local vendor using a cooperative purchasing agreement. In addition to the best pricing, we also have a good service relationship with local maintenance professionals that will respond quickly if issues should occur with this equipment.

**Community Involvement:**

Throughout the winter season, the City of Flagstaff Streets team responds to and is proactive in the many pothole reports we receive from throughout the City. Daily freeze-thaw cycles, heavy rains, and heavy traffic patterns all contribute to the degradation of our transportation infrastructure, with the effects of winter being a significant source of citizen concern. Streets crews respond with a winter patch product, with follow up being required to prolong road life as best as possible. Citizen involvement and demand is consistent in the desire to repair these areas as quickly as possible.

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**Attachments:**     2019-78 Asphalt Compactor Contract  
                         City of Tucson Agency Contract Provisions  
                         Scope of Work/Quote  
                         Award and Acceptance



## COOPERATIVE PURCHASE CONTRACT

Contract No. 2019-78

This Cooperative Purchase Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and Caterpillar, Inc., a state of Illinois corporation ("Contractor").

### RECITALS:

- A. Contractor has Contract #161534-01 with the City of Tucson through the National Intergovernmental Purchasing Alliance (National IPA) to supply materials and/or services ("Agency Contract"), which was awarded through a competitive and open procurement process; and
- B. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

### AGREEMENT:

NOW THEREFORE, in consideration for the mutual promises contained herein, the parties agree as follows:

- 1. Materials and or Services Purchased. Contractor shall provide to City the materials and or services, as specified in the Purchase Order(s) submitted by the City in accordance with the Agency Contract. General description of materials and or services being leases/purchased:

#### **One (1) 2018 Caterpillar CC34B Compactor-Utility**

- 2. Specific Requirements of City. Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Purchase Order(s) submitted to Contractor or Exhibit A attached hereto and incorporated by reference.
- 3. Payment. Payment to the Contractor for the materials and or services provided shall be **\$61,017.00**, made in accordance with the quote provided by the Contractor attached hereto as Exhibit A and the terms set forth in the Agency Contract.
- 4. Terms and Conditions of Agency Contract Apply. All provisions of the Agency Contract documents, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. The Agency Contract documents are attached as Exhibit B. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract.
- 5. Certificates of Insurance. All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Prior to commencing performance under this Contract, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.



6. Term. This Cooperative Purchase Contract shall commence upon execution by both parties and shall continue until expiration or termination of the underlying Agency Contract, unless sooner terminated by City in writing.
7. Renewal. This Cooperative Purchase Contract shall be automatically renewed if the underlying Agency Contract is renewed, for the same renewal period, unless City provides advance written notice to Contractor of its intention to non-renew.
8. Notice. Any notices concerning this Contract shall be in writing and sent by certified mail and email as follows:

To the City:

Jessica Bryson  
Senior Procurement Specialist  
City of Flagstaff  
Purchasing Section  
211 West Aspen Avenue  
Flagstaff, AZ 86001  
[jbryson@flagstaffaz.gov](mailto:jbryson@flagstaffaz.gov)

To the Contractor:

Jason Turner  
Assistant New Machine Inventory Manager  
Empire Machinery, Inc.  
6000 West Caterpillar Trail  
Green Valley, AZ 85614  
[jason.turner@empirecat.com](mailto:jason.turner@empirecat.com)

With a copy to:

Scott Overton  
Streets Section Director  
City of Flagstaff  
Public Works Section  
211 West Aspen Avenue  
Flagstaff, AZ 86001  
[Scott.overton@flagstaffaz.gov](mailto:Scott.overton@flagstaffaz.gov)



9. Authority. Each party warrants that it has authority to enter into this Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into this Contract.

CONTRACTOR:

By: \_\_\_\_\_

Title: \_\_\_\_\_

CITY OF FLAGSTAFF

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney's Office



**EXHIBIT A**  
**SPECIFIC REQUIREMENTS OF CITY**

Price: Per Purchase Order

Specifications: Per Purchase Order

Schedule of performance: Per Purchase Order

Delivery location: Per Purchase Order

Notices: All notices to City shall be sent to:

Buyer: Jessica Bryson  
Senior Procurement Specialist  
Purchasing Department  
211 W. Aspen Drive  
Flagstaff, Arizona 86001  
(928) 213-2276

Attach: Certificate of Insurance



**EXHIBIT B**  
**AGENCY CONTRACT**

City of Tucson Contract #161534 through the National Intergovernmental Purchasing Alliance is attached hereto.





CITY OF  
TUCSON

DEPARTMENT OF  
PROCUREMENT

April 26, 2017

**Sent via electronic mail, this day**

Patty Redpath, Governmental Account Manager  
Caterpillar Inc.  
100 NE Adams St.  
Peoria, IL 61629  
[redpath\\_patty@cat.com](mailto:redpath_patty@cat.com)

Re: Contract No.: **161534-01**  
Contract Title: **Heavy Equipment, Parts, Accessories, Supplies  
and Related Services**

Dear Ms. Redpath:

The City of Tucson has awarded your firm the contract for furnishing the City's requirements for **Heavy Equipment, Parts, Accessories, Supplies and Related Services** during the time period of May 1, 2017 through April 30, 2018.

Please find attached your pdf copy of the contract, purchase order and the Designation of Contract Representative Memorandum outlining the duties and responsibilities of the representative as they relate to this contract. If you have any questions concerning this award, please contact me at (520) 837-4123.

The City wishes to thank you for your interest and proposal.

Sincerely,

Jeffrey Whiting  
Senior Contract Officer

JW/lr

Attachments

Cc: File 161534





**CITY OF  
TUCSON**

DEPARTMENT OF  
PROCUREMENT

April 04, 2017

Patty Redpath  
Governmental Account Manager  
Caterpillar Inc.  
100 NE Adams St.  
Peoria, IL, 61629  
Email: redpath\_patty@cat.com

Sent this day via electronic mail

**RE: City of Tucson Request for Proposal #  
161534 – Heavy Equipment, Parts, Accessories, Supplies and Related  
Services -Summary of Negotiated Items**

Dear Mrs. Redpath,

Based on our written and verbal negotiations, conducted over the past few months, this letter serves to summarize the items we have agreed on in regards to the City's Request for Proposal for Heavy Equipment, Parts, Accessories, Supplies and Related Services. Please provide written confirmation that the items contained in this letter represent the agreed upon items by signing the concurrence line below. In the event there is any disagreement with this document or if there is other information that must be included in this document, Caterpillar Inc., must specify those differences in a written response to this request.

The following agreements have been made between the City of Tucson and Caterpillar Inc. with regard to Request Proposal# 161534:

1. Pursuant to RFP 161534, Special Terms and Conditions, Paragraph 8. Price Adjustment is hereby replaced with the following:

**8. Price Adjustment:** The Contractor may implement new published manufacturer price lists quarterly, throughout the calendar year. The Contractor will provide the City with any updated published price lists with a minimum of 30 days advance notification from the intended effective date. Any price adjustments may be considered as a factor in the contract renewal/ extension process.

However, the Contractor must maintain the minimum discount offered for all items, throughout the term of the contract. Discount structures may only be adjusted by Contractor in the event the Contractor is making an adjustment that is increasing the discounts given to the City, or if mutually agreed upon by both parties



2. Pursuant to RFP 161534, Scope of Work, A. General Requirements, Paragraph 5. Training, is hereby replaced with the following:

**5. TRAINING:** The Contractor shall provide, at no additional cost, training for each basic unit of equipment purchased. This training shall be adequate to the needs of the typical equipment operator and service technician in order to assure proper operation, utilization and maintenance of the equipment supplied. Any manuals necessary to perform the required training shall be furnished by the Contractor. The trainer shall be factory-trained and thoroughly knowledgeable in equipment operator and service technician functions. Dealer (their distributor of products) may present the training material in a quality suitable for videotaping. Dealer and Contractor reserve the right to allow or reject videotaping part or all of the training provided at no additional cost to the agency.

3. Pursuant to RFP 161534, Scope of Work, A. General Requirements, Paragraph 6. Repairs, is hereby replaced with the following:

**6. REPAIRS:** The Contractor will be responsible for transport of new vehicles to and from his place of business for repairs, at no additional cost to the City, until such time as the City of Tucson places the vehicle in service. The purchaser and the Dealer may mutually agree to other terms related to product transportation.

4. Pursuant to RFP 161534, Scope of Work, B. Equipment and Product Requirements, Paragraph 3. Pricing, is hereby replaced with the following:

**3. PRICING:** Offerors shall provide a verifiable pricing model that may include, but not be limited to, a discount from a verifiable price index, a reduced net pricing schedule, a hybrid or other supplier specific pricing model. Subject to Terms and Conditions Paragraph 8, the pricing model shall remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award. Where applicable, pricing shall be determined by applying Offerors discounts to the prices listed on their manufacturer's price lists, retail price sheets, catalogs or by utilizing the reduced net pricing schedule.

For the avoidance of doubt, a purchaser may request a product price page from a Participating Dealer. The purchaser may verify the accuracy of that price page, to the extent it deems necessary, by

- (a) contacting Caterpillar's GCI Government Contracts group or
- (b) contacting the appropriate contract manager with the City or National IPA, who shall be granted non-transferable, password protected access to Caterpillar's price pages. National IPA, the City, and the appropriate



contract manager agrees that it shall not publish such price pages, for example, to a public website but shall have access thereto for confirmation of Participating Dealer price page accuracy.

5. Pursuant to RFP 161534, Scope of Work, C Service Requirements Paragraph 1 Services, Sub-paragraph b. Maintenance Services, is hereby replaced with the following:

**1.b Maintenance Services:** The ability to provide various maintenance services and options through authorized manufacturer's facilities or dealers. Maintenance services may include scheduled services based upon the manufactures recommended guidelines to include, but not be limited to, daily scheduled services, daily fuel dispensing, major/minor machine cleaning, etc. Maintenance services may also include mobile maintenance.

For landfill equipment, if the City has purchased the maintenance services from the manufacturer's dealer, the City will require a loaner or rental equipment in the event the machine is down for more than 48 hours. However, if the failure is one that is covered under a purchaser manufacturer warranty or extended warranty, and is down for more than 48 hours, a loaner of comparable type will be provided at no charge to the City. At the time of an event, if a comparable type is not available, the purchaser and Dealer will work together to determine the purchaser's loaner equipment requirements, and to ensure that there is no effect on the day to day landfill operations of the City. Loaner machine fuel, cleaning and damage will be the responsibility of the City of Tucson. The loaner provisions apply solely to the City of Tucson unless otherwise offered/promoted, in writing, to National IPA Member Agencies by the participating Dealer.

6. Pursuant to RFP 161534, Special Terms and Conditions, Paragraph 2 Subcontractors, is hereby replaced with the following:

**2. Subcontractors:** As set forth herein, Contractor goes to market through a network of authorized dealers. As such, the City and the Department of Procurement hereby agree that certain obligations of the Contractor herein shall be fulfilled by such authorized dealers and references herein to "Contractor" or "Offeror" shall be deemed references to "Contractor or Dealer as appropriate" or "Offeror or Dealer as appropriate" unless otherwise specified herein.

The City and the Contractor acknowledge that the Contractor authorized dealers are independent businesses and as such, have the right to choose whether or not to accept the terms and conditions contained herein.

All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the



Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.

7. Pursuant to RFP 161534, Special Terms and Conditions, Paragraph 9. Modification of Terms is hereby replaced with the following:

**9. Modification of Terms:** A Participating Agency who wishes to piggyback on this Contract may present alternate terms to the applicable Dealer as a condition of their intended purchase transaction. If the Dealer chooses to accept the alternate terms, it shall be as a condition of the Participating Agency's purchase transaction and shall not constitute a modification of this contract

8. Pursuant to RFP 161534, Standard Terms and Conditions, Paragraph 20. Indemnification is hereby replaced with the following:

**20. Indemnification:** To the fullest extent permitted by law, Participating Dealer, shall pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees ("Indemnitees") from and against all allegations, demands, proceedings, suits, actions, claims, damages, reasonable losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, incurred or sustained by an Indemnitee and related to (i) injury to or death of, or property damage sustained by, any natural person who is an Indemnitee, or (ii) claims of patent or copyright infringement, to the extent caused by, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions of Participating Dealers relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor retained by Participating Dealers or anyone directly or indirectly employed by Participating Dealers or such Subcontractor, and except to the extent that the injury to, death of, or property damage sustained by such person is attributable to the negligent acts or omissions or willful misconduct of the City or any of its affiliates or their respective employees, agents or subcontractors, anyone for whose acts any of them may be liable and any injury or damages claimed by any of the Participating Dealer's and Subcontractor's employees. It is agreed that the Participating Dealer will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Participating Dealers agree 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 Participating Dealer for the City of Tucson.

Participating Dealers are responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54. 4980H. Additionally, Participating Dealers are responsible for all applicable IRS reporting requirements related to ACA. If Participating Dealers or any of the Participating Dealer's employees is certified to the City as having received a premium tax credit or cost sharing reduction which contributes to or triggers an

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MAIL SERVICES • S.A.M.M. (SURPLUS AUCTION MATERIALS MANAGEMENT)

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(520) 791-4217 • FAX (520) 791-4735 • TTY (520) 791-2639

[www.tucsonprocurement.com](http://www.tucsonprocurement.com)



assessed penalty against the City, or Participating Dealers fails to meet reporting requirements pursuant to section 6056 resulting in a penalty to City, the Participating Dealer indemnifies City from and shall pay any assessed tax penalty.

9. Pursuant to RFP 161534, Standard Terms and Conditions, Paragraph 28. Payment is hereby replaced with the following:

**28. Payment:** The City's preferred method of payment is via credit card. However, certain Dealers do not accept credit cards. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card or other means upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice. The invoice shall not be dated prior to the receipt of goods or completion of services.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

The Contractor's payment terms shall apply to all purchases and to all payment methods.

10. Pursuant to RFP 161534, Standard Terms and Conditions, Paragraph 39. Termination of Contract is hereby replaced with the following:

**39. Termination of Contract:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract, which failure the contractor has not commenced to remedy within thirty days of receipt of notice of such failure. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:



In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

11. Pursuant to RFP 161534, Attachment A, Exhibit A, Paragraph 1.4 Award Basis is hereby replaced with the following:

**1.4 Award Basis**

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and

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woman owned businesses, historically underutilized business, governing law, etc.). Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the local authorized Dealer (Contract Sales are reported to National IPA).

12. Pursuant to RFP 161534, Attachment A, Exhibit B, Paragraph 6 Term of Agreement is hereby replaced with the following:

**6. Term of Agreement**

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of paragraphs 3, 4 and 5 hereof and the indemnifications afforded by the Dealer to National IPA herein and in the Master Agreement, to the extent such provision survive the term of the Master Agreement, shall survive the term of this Agreement.

13. Pursuant to RFP 161534, Instructions to Offerors, Paragraph 10 Exceptions to Contract Provisions is hereby replaced with the following:

**10. Exceptions to Contract Provisions**

A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or an appointed designee. If a proposal or offer is returned with modification to the contract provisions that are not expressly approved in writing by the Director or the appointed designee, the City shall be deemed to have rejected the proposal or offer in part and the parties may negotiate the provision(s) at issue.

14. Pursuant to RFP 161534, Instructions to Offerors, Paragraph 11 Public Record is hereby replaced with the following:

**11. Public Record**

All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification to the extent required by law.

15. Pursuant to RFP 161534, Instructions to Offerors, Paragraph 12 Confidential Information is hereby replaced with the following:

**12. Confidential Information**

The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is



not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.

For the avoidance of doubt, a purchaser may request a product price page from a Participating Dealer. The purchaser may verify the accuracy of that price page, to the extent it deems necessary, by

- (a) contacting Caterpillar's GCI Government Contracts group or
- (b) contacting the appropriate contract manager with the City or National IPA, who shall be granted non-transferable, password protected access to Caterpillar's price pages.

The City and the appropriate contract manager agrees that it shall not publish such price pages, for example, to a public website but shall have access thereto for confirmation of Participating Dealer price page accuracy.

16. Pursuant to RFP 161534, Instructions to Offerors, Paragraph 21 City of Tucson Business License is hereby replaced with the following:

**21. City of Tucson Business License**

It is the responsibility of the applicable Dealer to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at <http://www.tucsonaz.gov/etax>. For questions contact the City's Business License Section at (520) 791-4566 or email at [tax-license@tucsonaz.gov](mailto:tax-license@tucsonaz.gov).

17. Pursuant to RFP 161534, Special Terms and Conditions, Paragraph 4 Insurance is hereby replaced with the following:

**4. Insurance:**

The Applicable Dealer 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 30 days prior to termination or cancellation in coverage in any policy, and 10 days notice for cancellation due to non-payment in premium.
- 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 Applicable Dealer, even if those limits of liability are in excess of those required by this Contract. 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 (including 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)*<sup>1</sup></b>	
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
<b>IV. Garage Liability &amp; Garage Keepers Liability - In addition to I, II, III</b>	
Garage Liability	\$1,000,000
Garage Keeper's Liability – Direct Primary Coverage	
Each Auto	\$ 500,000
Each Occurrence	\$1,000,000

- D. **ADDITIONAL INSURANCE REQUIREMENTS:** Policies shall 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 Applicable Dealer (including Worker's Compensation).
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 Applicable Dealer 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 10 days written notice from the Applicable Dealer to the City of Tucson. Such notice shall be sent directly to the Department of Procurement.
- F. ACCEPTABILITY OF INSURERS:** The Applicable Dealer's 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 Applicable Dealer from potential insurer insolvency.
- G. VERIFICATION OF COVERAGE:** The Applicable Dealer 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:** The Applicable Dealers' certificate(s) shall include all subcontractors as insureds under its policies ~~or~~ Dealer 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 Dealer 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.

18. Pursuant to RFP 161534, Standard Terms and Conditions, Paragraph 38 Subcontractors, is hereby replaced with the following:

**38. Subcontracts:** Subject to Special Terms and Conditions, Paragraph 2. Subcontractors, no subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein



without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.

19. It is mutually agreed that not all items are available through this contract at all Dealer locations. Participating agencies will need to check with their local dealer to see which items from this contract are available.

Please provide written concurrence to me no later than **Thursday, April 06, 2017 at 4 PM**. You may email your response to [Jeffrey.Whiting@tucsonaz.gov](mailto:Jeffrey.Whiting@tucsonaz.gov). If you should have any questions, please call me at (520) 837-4123.

Sincerely,

Jeffrey Whiting  
Contract Officer

Concurrence: *Tate & Redpath*

Date: *April 6, 2017*

Name: *ATTY REDPATH*

Title: *GOVERNMENT*  
*ACCOUNT MANAGER*



## SPECIAL TERMS AND CONDITIONS

1. **FEDERAL, STATE AND LOCAL TAXES, LICENSES AND PERMITS:** The Supplier shall comply with all Federal, State, and local licenses and permits required for the operation of the business conducted by the Supplier as applicable to this Contract. The Supplier shall, at no expense to the City, National IPA, or other Participating Public Agencies, procure and keep in force during the entire period of the Agreement all such permits and licenses.
2. **SUBCONTRACTORS:** No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Department of Procurement. All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.
3. **FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.
4. **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 30 days prior to termination or cancellation in coverage in any policy, and 10 days notice for cancellation due to non-payment in premium.
  - 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 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 (including 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



III. Workers' Compensation (applicable to the State of Arizona)* <sup>1</sup>	
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
IV. Garage Liability & Garage Keepers Liability - In addition to I, II, III	
Garage Liability	\$1,000,000
Garage Keeper's Liability – Direct Primary Coverage	
Each Auto	\$ 500,000
Each Occurrence	\$1,000,000

\*<sup>1</sup> 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:** Policies shall 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 (including Worker's Compensation).
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 10 days written notice from the Contractor 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.
5. **PAYMENTS:** All payments made by the City of Tucson for goods or services will be made to the vendor named on the Offer and Acceptance form. If you do not wish payment to be made to that address, you must submit an attached sheet indicating the proper mailing address with this bid.
6. **RIGHT TO TERMINATE FOR CHANGE IN OWNERSHIP OR MATERIAL RESTRUCTURE OF THE CONTRACTOR:** In addition to the Termination of Contract clause in the Standard Terms and Conditions section of this solicitation and resulting contract, the City reserves the right to cancel the whole or part of this contract within 60 days written notice of the completion of any material change of ownership in the Contractor's company, including its sale, merger, consolidation or dissolution.
7. **TERM AND 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 shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
- Any job orders, project agreements or maintenance agreements executed against this Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.
8. **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.
9. **MODIFICATION OF TERMS:** A Participating Agency who wishes to piggyback on this Contract may present alternate terms to the Contractor as a condition of their intended purchase transaction. If the Contractor chooses to accept the alternate terms, it shall be as a condition of the Participating Agency's purchase transaction and shall not constitute a modification of this contract.
10. **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 or registered with National IPA 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.



## STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.
2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.
3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.
6. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.
7. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.
8. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.
9. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
10. **CONTRACT AMENDMENTS:** The Procurement Department has the sole authority to:
  - A. Amend the contract or enter into supplemental verbal or written agreements;
  - B. Grant time extensions or contract renewals;
  - C. Otherwise modify the scope or terms and provisions of the contract.

This Contract shall only be modified with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

11. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.
12. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.



- 13. DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
- 14. EQUAL PAY:** The Contractor shall comply with the applicable provisions of the Equal Pay Act of 1963 (Pub.L. 88-38, 29 U.S.C. section 206(d)); Title VII of the Civil Rights Act of 1964 (Pub.L. 88-352, 42 U.S.C. 2000e *et seq.*; and, the Lily Ledbetter Fair Pay Act of 2009 (Pub.L. 111-2).
- 15. EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
- 16. FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

- 17. FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

- 18. GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

- 19. HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

- 20. INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless 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 Contractors 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. 4980H. 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.

- 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.

- 22. INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

- 23. INTERPRETATION-PAROLE EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

- 24. LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

- 25. LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

- 26. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.

- 27. NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.

- 28. OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.

- 29. PAYMENT:** The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice. The invoice shall not be dated prior to the receipt of goods or completion of services.



The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

The Contractor's payment terms shall apply to all purchases and to all payment methods.

- 30. PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.
- 31. PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.
- 32. RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.
- 33. RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.
- 34. RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.
- 35. RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.
- 36. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.
- 37. SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.
- 38. SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.
- 39. SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.
- 40. TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.



The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

- 41. TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
- 42. WARRANTIES:** Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.



## OFFER AND ACCEPTANCE

### OFFER

#### TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

Caterpillar Inc.  
Company Name

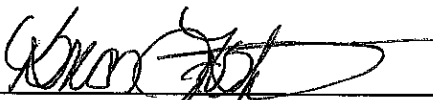
Name: Patty Redpath

100 NE Adams St.  
Address

Title: Governmental Account Manager

Peoria IL 61629  
City State Zip

Phone: 309-494-4578

  
Signature of Person Authorized to Sign

Fax: 309-675-4301

E-mail: redpath\_patty@cat.com

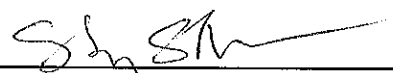
Brian Foster  
Printed Name

North American Sales Manager  
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. 161534-D1.

Approved as to form this 25<sup>th</sup> day of April, 201<sup>7</sup><sub>6</sub>.

  
As Tucson City Attorney and not personally

CITY OF TUCSON, a municipal corporation

Awarded this 24<sup>th</sup> day of April, 201<sup>7</sup><sub>6</sub>.

  
for Marcheta Gillespie, CPPO, C.P.M., CPPB, CPM  
As Director of Procurement and not personally



040-060161-0614-6-4402  
(220,000)

**EMPIRE**  
Since 1950



Mike Stress  
CITY OF FLAGSTAFF  
211 W ASPEN AVE  
FLAGSTAFF, AZ 86001-5399

1/22/2019

Dear Mike, On behalf of Empire Machinery and Caterpillar Inc., we are pleased to quote the following Caterpillar CC34B.

**2018 New Caterpillar CC34B COMPACTOR-UTILITY**

Hours: 9.00

Serial: OCC300269

ID Number: E143675

**Specifications:**

**Configured as Follows**

LANE 3 ORDER  
OIL, HYDR, FACTORY FILLED  
SEAT, WITH SAFETY SWITCH  
SUPPORT, SLIDING FOR SEAT  
TRAVEL CONTROL, COVER GP  
PRODUCT LINK, CELLULAR PL641  
SERIALIZED TECHNICAL MEDIA KIT  
ROLL ON-ROLL OFF

ENGINE, TIER 4F, STAGE 4  
LIGHTING PACKAGE, STANDARD  
BELT, SEAT, 3" SUSPENSION  
ROPS, FOLDABLE  
PRODUCT LINK INSTALLATION  
INSTRUCTIONS, NORTH AMERICAN  
SWITCH, BATTERY DISCONNECT

**Warranty**

7 Yr 5000 Hr PT Hyd

Powertrain+Hydraulic ESC Coverage includes Powertrain components (see below), as well as specified hydraulic system parts and components. Hydraulic components are associated with steering and implement control. COVERED Hydraulic/steering hoses & lines Hydraulic quick-couplers & swivels Hydraulic tanks/oil filter base Hydraulic pumps & motors Hydraulic valves & controls Hydraulic cylinders EXCLUDED Winch pumps & valves Hydraulic brake system parts Hydraulic actuated worktools & attachments

**Pricing Summary**

NIPA City of Tucson Pricing #161534

National Intergovernmental  
Purchase agreement

Sale Price:	\$56,159
Sales Tax:	\$4,858
Net Total:	\$61,017

Thank you for your consideration of this proposal and we look forward to the continued business partnership with CITY OF FLAGSTAFF.

Sincerely,

Todd Owen  
Account Manager

This quote is good for thirty days and prices are subject to change. All finance options are subject to credit approval. By purchasing goods or services from Empire, you agree to Empire's Terms ([www.empire-cat.com/saleservice/terms](http://www.empire-cat.com/saleservice/terms)), which are incorporated into this quote. Due to market issues outside of Empire's control, any tires listed on this quote may not be available at time of shipment. All tire makes, models and costs are subject to change.



**CC34B VIBRATORY ASPHALT COMPACTOR  
MINERBIO, ITALY**Ship Weight  
lbsLIS  
AT C**Standard Equipment:****POWERTRAIN**

Hydrostatic transmission  
Service and parking brakes  
Propel standard

**ELECTRICAL**

Engine start switch with auto preheat  
Backup alarm and warning horn  
65-ampere alternator  
12-volt electric starting  
Maintenance free 70 AH battery. 880 amp  
Light roading and working

**OPERATOR ENVIRONMENT**

Gauges:  
-LCD display with fuel level  
-hour meter  
-engine coolant temperature  
Operator warning system indicators:  
-parking brake engaged  
-hydraulic oil temperature high  
-engine coolant temperature high  
-electrical system voltage low  
-engine oil pressure low  
-vibration activated  
-engine preheat  
Lockable, vandalism guard for instrument panel  
Travel control, single lever  
Seat with:  
-fore and aft adjustment  
Draining capability  
Retractable seat belt 50.8mm (2inch)  
Central and side handrail for easy and safe access to the machine  
Steering wheel spinner  
12-volt power points

**DRUMS**

One smooth drum : 1300mm (51.2 inch) wide x 720mm (28.3 inch) diameter  
Pressurized drum watering system with continuous or intermittent modes  
Water tank with low level sensor  
2 x retractable, spring-loaded, self adjusting scrapers per drum

**OTHER STANDARD EQUIPMENT**

Locking engine enclosure  
Sight gauge for hydraulic tank level  
Air restriction indicator  
Fuel tank  
4 transport tie-down and 4 lift points  
6 quick connect hydraulic pressure test ports + 1 SOS port  
Caterpillar o-ring face-seals couplings  
Product Link ready

Thanks,

Jason Turner  
Assistant New Machine Inventory Manager  
Empire Machinery  
Office: (480) 633-4765  
Fax: (480) 633-5282  
Cell: (602) 689-7241  
Email: [jason.turner@empirecat.com](mailto:jason.turner@empirecat.com)

Our Corporate Values: Safety + Integrity + Respect + Teamwork + Excellence + Stewardship + Astonishment



# CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
PHONE: (520) 837-4123 / FAX: (520) 791-4735  
[Jeffrey.Whiting@tucsonaz.gov](mailto:Jeffrey.Whiting@tucsonaz.gov)  
ISSUE DATE: DECEMBER 5, 2017

CONTRACT #161534-01  
CONTRACT AMENDMENT NUMBER: ONE (1)  
PAGE 1 of 1  
JW/lr  
CONTRACT OFFICER: JEFFREY WHITING

## HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES

THIS CONTRACT IS AMENDED AS FOLLOWS:

### ITEM NO. ONE (1): CONTRACT RENEWAL

Pursuant to Contract No. 161534, Special Terms and Conditions, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of May 01, 2018 through April 30, 2019.

### ITEM NO. TWO (2): PRICING

Pursuant to Contract No. 161534, Scope of Work, Pricing, shall be replaced in its entirety with the Attached Price Page dated January 01, 2018 and shall become effective January 01, 2018.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: Caterpillar Inc.

CITY OF TUCSON:

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF  
AND UNDERSTANDING OF THE ABOVE AMENDMENT.

THE ABOVE REFERENCED CONTRACT AMENDMENT

IS HEREBY EXECUTED THIS 14 DAY

OF Dec, 2017, AT TUCSON, ARIZONA.

Patty R. Leatham 12/11/17  
Signature of person authorized to sign Date

Marcheta Gillespie  
Marcheta Gillespie, CPPO, C.P.M., CPPB, CPM  
as Director of Procurement and not personally

PATTY REATH, GOVERNMENT  
Name and Title (typed or printed legibly)

ACCOUNT MANAGER

CATERPILLAR INC.  
Company Name

100 NE ADAMS ST. PEORIA, IL  
Address

REATH - PATTY @ CAT.COM  
Email Address

PEORIA IL 61629  
City State Zip

Contact information for Sales/Account Representative  
for daily business operations:

PATTY REATH, GOVT ACCOUNT MANAGER  
Name and Title (typed or printed legibly)

309-494-4578  
Phone Number

REATH - PATTY @ CAT.COM  
Email Address



## CITY OF FLAGSTAFF STAFF SUMMARY REPORT

**To:** The Honorable Mayor and Council  
**From:** Scott Overton, Streets Section Director  
**Date:** 03/12/2019  
**Meeting Date:** 03/19/2019



---

### TITLE:

**Consideration and Approval of Purchase Through a Cooperative Purchase Contract:** To purchase one (1) Aerial Bucket Truck from Altec Industries, Inc through a cooperative purchase contract with Sourcewell (formerly NJPA) in the amount of \$166,867.00.

### STAFF RECOMMENDED ACTION:

1. Approve the equipment purchase for one (1) Chassis and Aerial Bucket from Altec Industries, Inc. in the amount of \$166,867.00, plus applicable taxes, through cooperative purchase contract #012418-ALT with Sourcewell (formerly NJPA).
2. Authorize the City Manager to execute the necessary documents.

### Executive Summary:

Public Works - Streets Section is responsible for the ongoing maintenance of our local transportation network. One of our responsibilities is to maintain traffic signals and street lighting. This truck is being considered as a replacement of the existing Aerial Lift Truck which has met milestone requirements for replacement and has been recommended to and approved by the Fleet Management Committee for the requested action.

### Financial Impact:

This equipment consideration was approved in FY19 Budget and is funded with Highway User Revenue Funds (HURF), street maintenance. Acct# 040-06-161-0618-6-4402 (\$230,000).

### Policy Impact:

Our community desires a strong relationship to our transportation infrastructure and its maintenance expectations. This piece of equipment is essential in the safe maintenance and replacement of lighting fixtures and traffic signal maintenance.

### Connection to Council Goal, Regional Plan and/or Team Flagstaff Strategic Plan:

Transportation and Public Infrastructure - Deliver quality community assets and continue to advocate and implement a highly performing multi-model transportation system.

### Has There Been Previous Council Decision on This:



Equipment replacement was included as part of previous and current fiscal year budget discussions and capital funding is available for this capital equipment expenditure.

**Options and Alternatives:**

1. Approve this Cooperative Purchase Contract with Altec Industries, Inc. through the Sourcewell (formerly NJPA) Cooperative Purchase Contract No. 012418-ALT; or
2. Forego the purchase of a new Aerial Bucket Truck which would require the City to continue to utilize the existing Aerial lift.

**Background/History:**

The existing Aerial, Unit S3074, a 2001 Freightliner Ariel Lift Bucket Truck was purchased used in 2008, at the time Council was willing to consider a new replacement but due to the economic conditions and needed cost saving the decision to buy used was made. The current condition of the unit has degraded over the 11 years to warrant replacement. There is significant rust damage to the body and service unit. It is beyond reasonable repair at this time and we have carried forward programmed monies over time to be able to replace the equipment.

**Key Considerations:**

The equipment request was reviewed by the Fleet Management Committee and approved at the February 12, 2019 meeting.

**Expanded Financial Considerations:**

There are no expanded financial considerations, as this capital equipment purchase is budgeted as a priority equipment need.

**Community Benefits and Considerations:**

The City of Flagstaff Streets Division maintains our communities' inventory of traffic signals and street lighting. This truck is essential in the timely and safe response to aerial work on the lights.

---

**Attachments:**     2019-80 Aerial Bucket Truck Contract  
                         Altec Cooperative Acceptance and Award  
                         Sourcewell/NJPA Cooperative Contract  
                         Scope of Work and Quote



## COOPERATIVE PURCHASE CONTRACT

Contract No. 2019-80

This Cooperative Purchase Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and Altec Industries, Inc., a State of Alabama corporation ("Contractor").

### RECITALS:

- A. Contractor has Contract #012418-ALT with Sourcewell (formerly NJPA) to supply materials and/or services ("Agency Contract"), which was awarded through a competitive and open procurement process; and
- B. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

### AGREEMENT:

NOW THEREFORE, in consideration for the mutual promises contained herein, the parties agree as follows:

- 1. Materials and or Services Purchased. Contractor shall provide to City the materials and or services, as specified in the Purchase Order(s) submitted by the City in accordance with the Agency Contract. General description of materials and or services being leases/purchased:

#### **One (1) Aerial Bucket Truck**

- 2. Specific Requirements of City. Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Purchase Order(s) submitted to Contractor or Exhibit A attached hereto and incorporated by reference.
- 3. Payment. Payment to the Contractor for the materials and or services provided shall be **\$166,867.00**, plus applicable taxes, made in accordance with the price list and terms set forth in the Agency Contract.
- 4. Terms and Conditions of Agency Contract Apply. All provisions of the Agency Contract documents, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. The Agency Contract documents are attached as Exhibit B. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract.
- 5. Certificates of Insurance. All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Prior to commencing performance under this Contract, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.
- 6. Term. This Cooperative Purchase Contract shall commence upon execution by both parties and shall continue until expiration or termination of the underlying Agency Contract, unless sooner terminated by City in writing.



7. Renewal. This Cooperative Purchase Contract shall be automatically renewed if the underlying Agency Contract is renewed, for the same renewal period, unless City provides advance written notice to Contractor of its intention to non-renew.
8. Notice. Any notices concerning this Contract shall be in writing and sent by certified mail and email as follows:

To the City:

Jessica Bryson  
Senior Procurement Specialist  
City of Flagstaff  
Purchasing Section  
211 West Aspen Avenue  
Flagstaff, AZ 86001  
[jbryson@flagstaffaz.gov](mailto:jbryson@flagstaffaz.gov)

To the Contractor:

Mike Blackmon  
Sales Consultant  
Altec Industries, Inc.  
8825 North 23<sup>rd</sup> Avenue, Suite 100  
Phoenix, AZ 85021  
[mike.blackmon@altec.com](mailto:mike.blackmon@altec.com)

With a copy to:

Scott Overton  
Streets Section Director  
City of Flagstaff  
Public Works Section  
211 West Aspen Avenue  
Flagstaff, AZ 86001  
[Scott.overton@flagstaffaz.gov](mailto:Scott.overton@flagstaffaz.gov)



9. Authority. Each party warrants that it has authority to enter into this Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into this Contract.

CONTRACTOR:

By:\_\_\_\_\_

Title:\_\_\_\_\_

CITY OF FLAGSTAFF

By:\_\_\_\_\_

Title:\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney's Office



**EXHIBIT A**  
**SPECIFIC REQUIREMENTS OF CITY**

Price: Per Purchase Order

Specifications: Per Purchase Order

Schedule of performance: Per Purchase Order

Delivery location: Per Purchase Order

Notices: All notices to City shall be sent to:

Buyer: Jessica Bryson  
Senior Procurement Specialist  
Purchasing Department  
211 W. Aspen Drive  
Flagstaff, Arizona 86001  
(928) 213-2276

Attach: Certificate of Insurance



**EXHIBIT B**  
**AGENCY CONTRACT**

Sourcewell contract #012418-ALT is attached hereto.



**FORM E**  
**CONTRACT ACCEPTANCE AND AWARD**



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

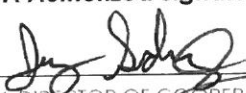
NJPA Contract #: 012418-ALT

Proposer's full legal name: Altec Industries, Inc.

**Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.**

The effective date of the Contract will be March 14, 2018 and will expire on March 14, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

**NJPA Authorized Signatures:**

  
\_\_\_\_\_  
NJPA DIRECTOR OF COOPERATIVE CONTRACTS  
AND PROCUREMENT/CRO SIGNATURE

Jeremy Schwartz  
(NAME PRINTED OR TYPED)

  
\_\_\_\_\_  
NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette  
(NAME PRINTED OR TYPED)

Awarded on March 12, 2018

NJPA Contract # 012418-ALT

**Vendor Authorized Signatures:**

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

**Vendor Name** Altec Industries, Inc

**Authorized Signatory's Title** Contract Specialist

  
\_\_\_\_\_  
VENDOR AUTHORIZED SIGNATURE

Riley Browne  
(NAME PRINTED OR TYPED)

Executed on March 12, 2018

NJPA Contract # 012418-ALT





## National Joint Powers Alliance®

### REQUEST FOR PROPOSAL

for the procurement of

## PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES

### RFP Opening

[JANUARY 25, 2018]

8:30 a.m. Central Time

At the offices of the

National Joint Powers Alliance®

202 12<sup>th</sup> Street Northeast, Staples, MN 56479

### RFP #012418

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #012418 PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES. Details of this RFP are available beginning December 7, 2017. Details may be obtained by letter of request to Chris Robinson, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at [RFP@njpacoop.org](mailto:RFP@njpacoop.org). Proposals will be received until January 24, 2018 at 4:30 p.m. Central Time at the above address and opened January 25, 2018 at 8:30 a.m. Central Time.

### RFP Timeline

December 7, 2017	<b>Publication of RFP</b> in the print and online version of <i>USA Today</i> , in the print and online version of the <i>Salt Lake News</i> within the State of Utah, in the print and online version of the <i>Daily Journal of Commerce</i> within the State of Oregon (note: OR entities this pertains to: <a href="http://www.njpacoop.org/oregon-advertising">http://www.njpacoop.org/oregon-advertising</a> and also RFP Appendix B), in the print and online version of <i>The State</i> within the State of South Carolina, the NJPA website, MERX, Noticetobidders.com, PublicPurchase.com, Biddingo, and Onvia.
January 9, 2018 10:00 a.m. CT	<b>Pre-Proposal Conference</b> (the webcast/conference call). The connection information will be sent to all inquirers two business days before the conference.
January 17, 2018	<b>Deadline for RFP questions.</b>
January 24, 2018 4:30 p.m. CT	<b>Deadline for Submission of Proposals.</b> Late responses will be returned unopened.
January 25, 2018 8:30 a.m. CT	<b>Public Opening of Proposals.</b>

Direct questions regarding this RFP to: Chris Robinson at [chris.robinson@njpacoop.org](mailto:chris.robinson@njpacoop.org) or (218) 895-4168.



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## **1 DEFINITIONS**

### **A. CONTRACT**

Contract means this RFP, current pricing information, fully executed Forms C, D, F, & P from the Proposer's response pursuant to this RFP, and a fully executed Form E ("Acceptance and Award") with final terms and conditions. Form E will be executed after a formal award and will provide final clarification of terms and conditions of the award.

### **B. PROPOSER**

A Proposer is a company, person, or entity delivering a timely response to this RFP. This RFP may also use the terms "respondent" or "proposed Vendor," which is interchangeable with Proposer as the context allows.

### **C. SOURCED GOOD or OPEN MARKET ITEM**

A Sourced Good or Open Market Item is a product within the RFP's scope 1) that is not currently available under the Vendor's NJPA contract, 2) that a member wants to buy under contract from an awarded Vendor, and 3) that is generally deemed incidental to the total transaction or purchase of contract items.

### **D. VENDOR**

A Proposer whose response has been awarded a contract pursuant to this RFP.



## **2 ADVERTISEMENT OF RFP**

**2.1** NJPA advertises this solicitation: 1) in the hard copy print and online editions of the USA Today; 2) once each in Oregon's Daily Journal of Commerce, South Carolina's The State and Utah's Salt Lake Tribune; 3) on NJPA's website; and 4) on other third-party websites deemed appropriate by NJPA. Other third-party advertisers may include Onvia, PublicPurchase.com, MERX, and Biddingo.

**2.2** NJPA also notifies and provides solicitation documentation to each state-level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

## **3 INTRODUCTION**

### **A. ABOUT NJPA**

**3.1** The National Joint Powers Alliance® (NJPA) is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.

**3.2** Under the authority of Minnesota state laws and enabling legislation, NJPA facilitates a competitive solicitation and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at [www.njpacoop.org](http://www.njpacoop.org).

**3.3** NJPA is a public agency governed by publicly elected officials that serve as the NJPA Board of Directors. NJPA's Board of Directors oversees and authorizes the calls for all new proposals and holds those resulting Contracts for the benefit of its own and its Members use.

**3.4** NJPA currently serves over 50,000 member agencies nationally. Both membership and utilization of NJPA contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

### **B. JOINT EXERCISE OF POWERS LAWS**

**3.5** NJPA cooperatively shares those contracts with its Members nationwide through various Joint Exercise of Powers Laws or Cooperative Purchasing Statutes established in Minnesota, other states and Canadian provinces. The Minnesota Joint Exercise of Powers Law is Minnesota Statute §471.59 which states "Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties..." This Minnesota Statute allows NJPA to serve Member agencies located in all other states. Municipal agencies nationally can participate in cooperative purchasing activities under their own state law. These laws can be found on our website at <http://www.njpacoop.org/national-cooperative-contract-solutions/legal-authority/>.

**3.5.1** For Members within the Commonwealth of Virginia, this RFP is intended to be a "joint procurement agreement" as described in Vir. Code § 2.2-4304(A), and those Virginia Members identified in Appendix C may agree to be a Joint Purchaser under this RFP.

### **C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT**



**3.6** National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:

**3.6.1** National cooperative contracts potentially save time and effort for municipal and public agencies, who otherwise would have to solicit vendor responses to individual RFPs, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond to each of those individual RFPs. A single, nationally advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same equipment/products/services that might have been otherwise advertised by individual NJPA member agencies.

**3.6.2** NJPA contracts offer our Members nationally leveraged volume purchasing discounts. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

**3.7** State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

**3.8** The collective purchasing power of thousands of NJPA Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by an NJPA Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

**3.9** NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Vendors have the opportunity to display and highlight value-added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

#### **D. THE INTENT OF THIS RFP**

**3.10. National contract awarded by NJPA:** NJPA seeks the most responsive and responsible Vendor relationship(s) to reflect the best interests of NJPA and its Member agencies. Through a competitive proposal and evaluation process, the NJPA Proposal Evaluation Committee recommends vendors for a national contract awarded by the action of the NJPA Chief Procurement Officer. NJPA's primary intent is to establish and provide a national cooperative procurement contract that offer opportunities for NJPA and our current and potential Member agencies throughout the United States and Canada to procure quality product/equipment and services as desired and needed. The contracts will be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.

**3.11** Beyond our primary intent, NJPA further desires to:

**3.11.1** Award a four-year contract with a fifth-year contract option resulting from this RFP. Any fifth-year extension is exercised at NJPA's discretion and results from NJPA's contracting needs or from Member requests; this extension is not intended merely to accommodate an awarded Vendor's request. If NJPA grants a fifth-year extension, it may also terminate the contract (or cause it to expire) within the fifth year if the extended contract is replaced by a resolicited or newly solicited contract. In exigent circumstances, NJPA may petition NJPA's Board of Directors to extend the contract term beyond five years. This rarely used procedure should be employed only to avoid a gap in contract coverage while a replacement contract is being solicited;



- 3.11.2** Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP;
- 3.11.3** Deliver “Value Added” aspects of the company, equipment/products and services as defined in the “Proposer’s Response”;
- 3.11.4** Deliver a wide spectrum of solutions to meet the needs and requirements of NJPA and NJPA Member agencies; and
- 3.11.5** Award an exclusive contract to the most responsive and responsible vendor when it is deemed to be in the best interest of NJPA and the NJPA Member agencies.

**3.12 Exclusive or Multiple Awards:** Based on the scope of this RFP and on the responses received, NJPA may award either an exclusive contract or multiple contracts. In some circumstances, a single national supplier may best meet the needs of NJPA Members; in other situations, multiple vendors may be in the best interests of NJPA and the NJPA Members and preferred by NJPA to provide the widest array of solutions to meet the member agency’s needs. NJPA retains sole discretion to determine which approach is in the best interests of NJPA Member agencies.

**3.13 Non-Manufacturer Awards:** NJPA reserves the right to make an award under this RFP to a non-manufacturer or dealer/distributor if such action is in the best interests of NJPA and its Members.

**3.14 Manufacturer as a Proposer:** If the Proposer is a manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that manufacturer’s authorized dealer network. Unless stated otherwise, a manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their dealer network where that dealer network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the manufacturer and wholesale distributor Proposer and its dealer network may be proposed at the time of the submission if that fact is properly identified.

**3.15 Dealer/Reseller as a Proposer:** If the Proposer is a dealer or reseller of the products and/or services being proposed, the response will be evaluated based on the Proposer’s authorization to provide those products and services from their manufacturer. When requested by NJPA, Proposers must document their authority to offer those products and/or services.

## **E. SCOPE OF THIS RFP**

**3.16 Scope:** The scope of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive and responsible through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of NJPA and its Member agencies nationally within the scope of PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES.

**3.17 Additional Scope Definitions:** In addition to PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES, this solicitation should be read to include, but not to be limited to:

**3.17.1** Chassis-mounted, trailer-mounted, and self-propelled (wheel or track):

**3.17.1.1** telescopic, articulated, mast, and boom, aerial lifts, towers, buckets, and platforms; and,



**3.17.1.2** derricks, diggers, pole jacks, and cable placers, stringers, tensioners, pullers, and reels.

**3.17.2** Chassis-mounted, trailer-mounted, and self-propelled (wheel or track), trenchers, directional drilling, thrust, and boring machines, pipeline drills, and soil piercing tools.

**3.17.3** Equipment offering a combination of the functions described in subsections 3.17.1 and 3.17.2.

**3.17.4** Pumps equal to or exceeding 20HP, such as mud pumps, trash pumps, diesel-driven/hydraulic-driven/electrically-driven centrifugal pumps, and other pumps used in municipal applications such as lift stations, sewage treatment, water treatment, collection systems and dewatering. (A pump proposal may include pump models under 20HP so long as those offerings are incidental to a primary offering of 20HP or higher models.)

**3.17.5** Chassis-mounted, trailer-mounted, or skid-mounted hydro and/or vacuum excavators for the purpose of utility (gas, electric, water or telecom) infrastructure installation, but not for the purpose of sewer cleaning, catch basin cleaning, jet rodding/jet flushing, wet well/lift station cleaning or storm line cleaning (See NJPA RFP #122017).

**3.17.6** NJPA reserves the right to limit the scope of this solicitation for NJPA and current and potential NJPA member agencies.

**3.17.6.1** This solicitation should NOT be construed to include any of the following:

- a. heavy construction equipment (see NJPA RFP #032515);
- b. skid steers or excavators (see NJPA RFP #042815);
- c. trailers (see NJPA RFP #052015);
- d. sewer vacuum, hydro-excavation or street sweeping and broom equipment (See NJPA RFP #122017);
- e. truck chassis-only proposals (see NJPA RFP #081716) or,
- e. ag tractors (see NJPA RFP #021815).

**3.18** **Overlap of Scope:** When considering equipment/products/services, or groups of equipment/products/services submitted as a part of your response, and whether inclusion of such will fall within a “Scope of Proposal,” please consider the validity of an inverse statement.

**3.18.1** For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.

**3.18.2** In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.

**3.18.3** In conclusion: With this in mind, individual products and services must be examined individually by NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original “Scope” as intended by NJPA.

**3.19** **Best and Most Responsive – Responsible Proposer:** It is the intent of NJPA to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer’s Response has been submitted in accordance with the requirements of this RFP. Qualifying Proposers who are able to anticipate the current and future needs and requirements of NJPA and NJPA member agencies; demonstrate the knowledge of any and all applicable industry



standards, laws and regulations; and possess the willingness and ability to distribute, market to and service NJPA Members in all 50 states are preferred. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP.

**3.20 Sealed Proposals:** NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Member agencies.

**3.21 Use of Contract:** Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to obtain like equipment/products and services solely from this contract or from another contract source of their choice or from a contract resulting from their own procurement process.

**3.22 Awarded Vendor's interest in a contract resulting from this RFP:** Awarded Vendors will be able to offer to NJPA, and current and potential NJPA Members, only those products/equipment and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as "contract compliant," products/equipment and services which are not specifically identified and priced in their NJPA Awarded Contract.

**3.23 Sole Source of Responsibility-** NJPA desires a "Sole Source of Responsibility" Vendor. This means that the Vendor will take sole responsibility for the performance of delivered equipment/products/ services. NJPA also desires sole responsibility with regard to:

**3.23.1 Scope of Equipment/Products/Services:** NJPA desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA current and potential Members.

**3.23.2 Vendor use of sub-contractors in sourcing or delivering equipment/product/services:** NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any such Sub-Contractor. Suggested Solutions Options include:

**3.23.3** Multiple solutions to the needs of NJPA and NJPA Members are possible. Examples could include:

**3.23.3.1 Equipment/Products Only Solution:** Equipment/Products Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

**3.23.3.2 Turn-Key Solutions:** A Turn-Key Solution is a combination of equipment/products and services that provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution because NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

**3.23.3.3 Good, Better, Best:** Where appropriate and properly identified, Proposers may offer the choice "of good, better, best" multiple-grade solutions to meet NJPA Members' needs.



**3.23.3.4 Proven – Accepted – Leading-Edge Technology:** Where appropriate and properly identified, Proposers may provide a spectrum of technology solutions to complement or enhance the proposed solutions to meet NJPA Members’ needs.

**3.23.4** If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

**3.24 Geographic Area to be Proposed:** This RFP invites proposals to provide PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

**3.25 Contract Term:** At NJPA’s option, a Contract resulting from this RFP will become effective either on the date awarded by the NJPA Board of Directors or on the day following the expiration date of an existing NJPA procurement contract for the same or similar product/equipment and services.

**3.25.1** NJPA is seeking a Contract base term of four years as allowed by Minnesota Contracting Law. Full term is expected. However, one additional one-year renewal/extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members. NJPA reserves the right to conduct periodic business reviews throughout the term of the contract.

**3.26 Minimum Contract Value:** NJPA anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

**3.27** [This section is intentionally blank.]

**3.28 Contract Availability:** This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

**3.28.1** With respect to Members within the Commonwealth of Virginia, this RFP is intended to be a “joint procurement agreement” as described in Vir. Code § 2.2-4304(A), and those Virginia Members identified in Appendix C must be allowed to use this Contract as a Joint Purchaser.

**3.29 Proposer’s Commitment Period:** In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals are opened.

## **F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED**

**3.30 Industry Standards:** Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services and accessories, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated standards, needs, expectations, and requirements of NJPA and its Members.



**3.30.1 Deviations from industry standards** must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

**3.30.2 Technical Descriptions/Specifications.** Excessive technical descriptions and specifications that unduly enlarge the proposal response may cause NJPA to reduce the evaluation points awarded on Form G. Proposers must supply sufficient information to:

**3.30.2.1** demonstrate the Proposer’s knowledge of industry standards and Member agency needs and expectations;

**3.30.2.2** Identify the equipment/products and services being proposed as applicable to the needs and expectations of NJPA Member agencies; and

**3.30.2.3** differentiate equipment/products and services from other industry manufacturers and providers.

**3.31 New Current Model Equipment/Products:** Proposals submitted shall be for new, current model equipment/products and services with the exception of certain close-out products allowed to be offered on the Proposer’s “Hot List” described herein.

**3.32 Compliance with laws and standards:** All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

**3.33 Delivered and operational:** Products/equipment offered herein are to be proposed based upon being delivered and operational at the NJPA Member’s site. Exceptions to “delivered and operational” must be clearly disclosed in the “Total Cost of Acquisition” section of the proposal.

**3.34 Warranty:** The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer’s warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty’s terms with the manufacturer. Any manufacturer’s warranty that is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.

**3.35 Additional Warrants:** The Proposer warrants that all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

## **G. SOLUTIONS-BASED SOLICITATION**

**3.36** The NJPA solicitation and contract award process is not based on detailed specifications. Instead, this RFP is a “Solutions-Based Solicitation.” NJPA expects respondents to understand and anticipate the current and future needs of NJPA and its members—within the scope of this RFP—and to propose solutions that are commonly desired or required by law or industry standards. Proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of NJPA and our member agencies within the defined scope of this RFP.



**3.37** While NJPA does not typically provide product and service specifications, the RFP may contain scope refinements and industry-specific questions. Where specific items are specified, those items should be considered the minimum required, which the proposal can exceed in order to meet Members' needs. NJPA may award all of the respondent's proposal or may limit the award to a subset of the proposal.

### **3 INSTRUCTIONS FOR PREPARING YOUR PROPOSAL**

#### **A. INQUIRY PERIOD**

**4.1** The inquiry period begins on the date of first advertisement and continues until to the Deadline for Submission." RFP packages will be distributed to potential Vendors during the inquiry period.

#### **B. PRE-PROPOSAL CONFERENCE**

**4.2** A pre-proposal conference will be held at the date and time specified in the timeline on page one of this RFP. Conference information will be sent to all potential Proposers, and attendance is optional. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and NJPA's competitive contracting process. Only answers issued in writing by NJPA to questions asked before or during the pre-proposal conference are binding on the parties to an awarded contract.

#### **C. IDENTIFICATION OF KEY PERSONNEL**

**4.3** Awarded Vendors will designate one senior staff member to represent the Vendor to NJPA. This contact person will correspond with members for technical assistance, questions, or concerns that may arise, including instructions regarding different contacts for different geographical areas or product lines.

**4.4** These designated individuals should also act as the primary contact for marketing, sales, and any other area deemed essential by the Proposer and NJPA.

#### **D. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS**

**4.5** Any exceptions, deviations, or contingencies regarding this RFP that a Proposer requests must be documented on Form C, Exceptions To Proposal, Terms, Conditions And Solutions Request.

**4.6** Exceptions, deviations or contingencies requested in the Proposer's response, while possibly necessary in the view of the Proposer, may result in lower scoring or disqualification of a proposal.

#### **E. PROPOSAL FORMAT**

**4.7** All Proposers must examine the entire RFP package to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal.

**4.8** All proposals must be properly labeled and sent to "The National Joint Powers Alliance, 202 12th Street NE Staples, MN 56479."

**4.9** All proposals must be physically delivered to NJPA at the above address with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor's response. The proposal must include these items.

**4.9.1** Hard copy original of completed, signed, and dated Forms C, D, F; hard copy of the signed signature-page only from Forms A and P from this RFP;

**4.9.2** Signed hard copies of all addenda issued for the RFP;



**4.9.3** Hard copy of Certificate of Insurance verifying the coverage identified in this RFP; and

**4.9.4** A complete copy of your response on a flash drive (or other approved electronic means). The electronic copy must contain completed Forms A, B, C, D, F, and P, your statement of products and pricing (including apparent discount), and all appropriate attachments. In order to ensure that your full response is evaluated, you must provide an electronic version of any material that you provide in a hard copy format.

As a public agency, NJPA's proposals, responses, and awarded contracts are a matter of public record, except for such data that is classified as nonpublic. Accordingly, public data is available for review through a properly submitted public records request. To redact nonpublic information from your proposal (under Minnesota Statute §13.37), you must make your request within thirty (30) days of the contract award or non-award date.

**4.10** All Proposal forms must be submitted in English and must be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

**4.11** Proposal submissions should be submitted using the electronic forms provided. Proposers that use alternative documents are responsible for ensuring that the content is substantially similar to the NJPA form and that the document is readable by NJPA.

**4.12** The Proposer must ensure that the proposal is in the physical possession of NJPA before the submission deadline.

**4.12.1** Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message **“Hold for Proposal Opening,”** and the deadline for proposal submission. NJPA is not responsible for untimely proposals. Proposals received by the deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

**4.13** Proposers are responsible for checking directly with the NJPA website for any addendums to this RFP. Addendums to this RFP can change the terms and conditions of the RFP, including the proposal submission deadline.

## **F. QUESTIONS AND ANSWERS ABOUT THIS RFP**

**4.14** Upon examination of this RFP document, Proposer should promptly notify NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections, and changes to this RFP will be considered by NJPA through a written addendum. Interpretations, corrections, or changes that are made in any other manner are not binding, and Proposers must not rely on them.

**4.15** Submit all questions about this RFP, in writing, referencing PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES to Chris Robinson at NJPA 202 12th Street NE, Staples, MN 56479 or to RFP@njpacoop.org. You may also call Chris Robinson at (218) 895-4168. NJPA urges potential Proposers to communicate all concerns well in advance of the submission deadline to avoid misunderstandings. Questions received within seven (7) days before the submission deadline generally cannot be answered. NJPA may, however, field purely procedural questions, questions about NJPA-issued addenda, or questions involving a Proposer withdrawing its response before the RFP submission deadline.

**4.16** If NJPA deems that its answer to a question has a material impact on other potential Proposers or on the RFP itself, NJPA will create an addendum to this RFP.

**4.17** If NJPA deems that its answer to a question merely clarifies the existing terms and conditions and does not have a material impact on other potential Proposers or the RFP itself, no further documentation of that question is required.



**4.18** Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of any addenda. Copies of addenda will also be made available on the NJPA website at [www.njpacoop.org](http://www.njpacoop.org) (under “Current and Pending Solicitations”) and from the NJPA offices. All Proposers must acknowledge their receipt of all addenda in their proposal response.

**4.19** Any amendment to a submitted proposal must be in writing and must be delivered to NJPA by the RFP submission deadline.

**4.20 through 4.21** [These sections are intentionally blank.]

## **G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL**

**4.22** A submitted proposal must not be modified, withdrawn, or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Before the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Procurement Manager. Such notice must be submitted in writing and must include the signature of the Proposer. The notice must be delivered to NJPA before the deadline for submission of proposals and must be so worded as not to reveal the content of the original proposal. The original proposal will not be physically returned to the potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they fully conform with the proposal instructions.

## **H. PROPOSAL OPENING PROCEDURE**

**4.23** Sealed and properly identified responses for this RFP entitled PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES will be received by Chris Robinson, Procurement Manager, at NJPA Offices, 202 12th Street NE, Staples, MN 56479 until the deadline identified on page one of this RFP. All Proposal responses must be submitted in a sealed package. The outside of the package must plainly identify PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES and the RFP number. To avoid premature opening, the Proposer must label the Proposal response properly. **NJPA documents the receipt of proposals by immediately time- and date-stamping them.** At the time of the public opening, the NJPA Director of Procurement or a representative from the NJPA Proposal Evaluation Committee will read the Proposer’s names aloud and will determine whether each submission has met Level-1 responsiveness.

## **I. NJPA’S RIGHTS RESERVED**

**4.24** NJPA may exercise the following rights with regard to the RFP.

**4.24.1** Reject any and all proposals received in response to this RFP;

**4.24.2** Disqualify any Proposer whose conduct or proposal fails to conform to the requirements of this RFP;

**4.24.3** Duplicate without limitation all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the proposal;

**4.24.4** Consider and accept for evaluation a late modification of a proposal if 1) the proposal itself was submitted on time, 2) the modifications were requested by NJPA, and 3) the modifications make the terms of the proposal more favorable to NJPA or its members;

**4.24.5** Waive any non-material deviations from the requirements and procedures of this RFP;



**4.24.6** Extend the Contract, in increments determined by NJPA, not to exceed a total Contract term of five years;

**4.24.7** Cancel the Request for Proposal at any time and for any reason with no cost or penalty to NJPA;

**4.24.8** Correct or amend the RFP at any time with no cost or penalty to NJPA. If NJPA corrects or amends any segment of the RFP after submission of proposals and before the announcement of the awarded Vendor, all proposers will be afforded a reasonable opportunity to revise their proposals in order to accommodate the RFP amendment and the new submission dates. NJPA will not be liable for any errors in the RFP or other responses related to the RFP; and

**4.24.9** Extend proposal due dates.

## **4**      **PRICING**

**5.1** NJPA requests that potential Proposers respond to this RFP only if they are able to offer a wide array of products and services at lower prices and with better value than what they would ordinarily offer to a single government agency, a school district, or a regional cooperative.

**5.2** This RFP requests pricing for an indefinite quantity of products or related services with potential national sales distribution and service. While most RFP categories represent significant sales opportunities, NJPA makes no guarantees about the quantity of products or services that members will purchase. **The estimated annual value of this contract is \$65 Million.**

Vendors are expected to anticipate additional volume through potential government, educational, and not-for-profit agencies that would find value in a national contract awarded by NJPA.

**5.3** Regardless of the payment method selected by NJPA or an NJPA member, the total cost associated with any purchase option of the products and services must always be disclosed in the proposal and at the time of purchase.

**5.4** All proposers must submit “Primary Pricing” in the form of either “Line-Item Pricing,” or “Percentage Discount from Catalog Pricing,” or a combination of these pricing strategies. Proposers are also encouraged to offer optional pricing strategies such as “Hot List,” “Sourced Products,” and “Volume Discounts,” as well as financing options such as leasing. All pricing documents should include a clear effective date.

### **A. LINE-ITEM PRICING**

**5.5** Line-item pricing is a pricing format in which individual products or services are offered at specific Contract prices. Products or services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing may offer the least amount of confusion, but Proposers with a large number of items may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and may increase the clarity of the contract pricing format.

**5.6** All line-item pricing items must be numbered, organized, sectioned (including SKUs, when applicable), and prepared to be easily understood by the Evaluation Committee and members.

**5.7** Submit Line-Item Pricing items in an Excel spreadsheet format and include all appropriate identification information necessary to discern the line item from other line items in each Responder’s proposal.

**5.8** Line-item pricing must be submitted to NJPA in a searchable spreadsheet format (e.g., Microsoft® Excel®) in order to facilitate quickly finding any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information that is typically found on an invoice or price quote for such product or services.



**5.9** All products or services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

**5.10** Proposers should provide both a published “List Price” as well as a “Proposed Contract Price” in their pricing matrix. Published List Price will be the standard “quantity of one” price currently available to government and educational customers, excluding cooperative and volume discounts.

#### **B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY**

**5.11** This pricing model involves a specific percentage discount from a catalog or list price, defined as a published Manufacturer’s Suggested Retail Price (MSRP) for the products or services being proposed.

**5.12** Individualized percentage discounts can be applied to any number of defined product groupings.

**5.13** A percentage discount from MSRP may be applied to all elements identified in MSRP, including all manufacturer options applicable to the products or services.

**5.14** When a Proposer elects to use “Percentage Discount from Catalog or Category,” Proposer will be responsible for providing and maintaining current published MSRP with NJPA, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

#### **C. COST PLUS A PERCENTAGE OF COST**

**5.15** “Cost plus a percentage of cost” as a primary pricing mechanism is not desirable. It is, however, acceptable for pricing sourced goods or services.

#### **D. HOT LIST PRICING**

**5.16** Where applicable, a Vendor may opt to offer a specific selection of products or services, defined as “Hot List” pricing, at greater discounts than those listed in the standard Contract pricing. All product and service pricing, including the Hot List Pricing, must be submitted electronically in a format that is acceptable to NJPA. Hot List pricing must be submitted in a line-item format. Products and services may be added or removed from the Hot List at any time through an NJPA Price and Product Change Form.

**5.17** Hot List program and pricing may also be used to discount and liquidate close-out and discontinued products and services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

#### **E. CEILING PRICE**

**5.18** Proposal pricing is to be established as a ceiling price. At no time may the proposed products or services be offered under this Contract at prices above this ceiling price without a specific request and approval by NJPA. Contract prices may be reduced at any time, for example, to reflect volume discounts or to meet the needs of an NJPA Member.

**5.19** [This section is intentionally blank.]

#### **F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES**

**5.20 through 5.23** [These sections are intentionally blank.]

#### **G. TOTAL COST OF ACQUISITION**



**5.24** The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party, is the cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user's location. For example, if you are proposing equipment/products FOB Proposer's dock, your proposal should reflect that the contract pricing does not provide for delivery beyond Proposer's dock, nor any set-up activities or costs associated with those delivery or set-up activities. Any additional costs for delivery and set-up should be clearly disclosed. In contrast, a proposal could state that there are no additional costs of acquisition if the product is delivered to and operational at the end-user's location.

#### H. SOURCED GOOD or OPEN MARKET ITEM

**5.25** A Sourced Good or an Open Market Item is a product that a member wants to buy under contract that is not currently available under the Vendor's NJPA contract. This method of procurement can be satisfied through a contract sourcing process. Sourcing options serve to provide a more complete contract solution to meet our members' needs. Sourced items are generally deemed incidental to the total transaction or purchase of contract items.

**5.26** NJPA or NJPA Members may request products, equipment, and related services that are within the related scope of this RFP, even if they are not included in an awarded Vendor's line-item price list or catalog. These items are known as Sourced Goods or Open Market Items.

**5.27** An awarded Vendor may source such items to the extent that the items are identified as "Sourced Products/Equipment" or "Open Market Items" on any quotation issued in reference to an NJPA awarded contract, and that this information is provided to either NJPA or an NJPA Member. NJPA is not responsible for determining whether a Sourced Good is an incidental portion of the overall purchase or whether a Member is able to consider a Sourced Good a purchase under an NJPA contract.

**5.28** "Cost plus a percentage" pricing is an acceptable option in pricing of Sourced Goods.

#### I. PRODUCT & PRICE CHANGES

**5.29** Awarded Vendors may request product or service changes, additions, or deletions at any time throughout the contract term. All requests must be made in written format by completing the NJPA Price and Product Change Request Form (located at the end of this RFP and on the NJPA website), signed by an authorized Vendor representative. All changes are subject to review and approval by NJPA. Submit your requests through email to your assigned Contract Manager and to PandP@njpacoop.org.

**5.30** NJPA will determine whether the request is both within the scope of the original RFP and in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be returned to the Vendor contact through email.

**5.31** The Vendor must 1) complete this change request form and individually list or attach all items subject to change, 2) provide a sufficiently detailed explanation and documentation for the change, and 3) include a complete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all products and services being offered and must conform to the following NJPA product and price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY effective 02-12-2016."

**5.32** The new pricing restatement must include *all* products and services offered, even for those items whose pricing remains unchanged, and must include a new effective date on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

**5.33** ADDITIONS. New products and related services may be added to a Contract resulting from this RFP at any time during that Contract term to the extent that those products and related services are within the



scope of this RFP. Allowable new products and related services generally include updated models of products and enhanced services that reflect new technology and improved functionality.

**5.34** DELETIONS. New products and related services may be deleted from a contract if an item is no longer available.

**5.35** PRICE CHANGES. A Vendor may request pricing changes by providing reasonable justification for the change. For example, a request for a 3% increase in a product line that relies heavily on petroleum products may be reasonable if the raw cost of required petroleum products has increased substantially. Conversely, a request for a 3% increase in prices based only on a 3% increase in a cost-of-living index may be considered unreasonable. Although NJPA is sensitive to the possibility of fluctuations in raw material costs, prospective Vendors should make every reasonable attempt to account for normal cost changes by proposing pricing that will be effective throughout the duration of the four-year Contract.

**5.35.1** *Price decreases:* NJPA expects Vendors to propose their very best prices and anticipates price reductions that are due to advancement in technology and marketplace efficiencies.

**5.35.2** *Price increases:* A Vendor must include reasonable documentation for price-increase requests, along with both current and proposed pricing. Appropriate documentation should be attached to the Price and Product Change Request Form, including letters from suppliers announcing price increases. Price increases must not exceed the industry standard.

**5.36 through 5.37** [These sections are intentionally blank.]

**5.38** Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

**5.39 through 5.43** [These sections are intentionally blank.]

## K. SALES TAX

**5.44** Sales and other taxes should not be included in the prices quoted. The Vendor will charge state and local sales and other applicable taxes on items for which a valid tax-exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax-exempt status to the Vendor. When ordering, NJPA Members must indicate that they are tax-exempt entities. Except as set forth herein, no party is responsible for taxes imposed on another party as a result of or arising from the transactions under a Contract resulting from this RFP.

## L. SHIPPING

**5.45** Shipping costs can constitute a significant portion of the overall cost of procurement. Consequently, significant weight will be given to the quality of a prospective Vendor's shipping program. Shipping charges should reasonably reflect the actual cost of shipping. NJPA understands that Vendors may use other shipping cost methods for simplicity or for transparency. But to the extent that shipping costs are determined to disproportionately increase a Vendor's profit, NJPA may reduce the points awarded in the "Pricing" criteria.

**5.46 through 5.47** [These sections are intentionally blank.]

**5.48** All shipping and restocking fees must be identified in the price program. Certain industries providing made-to-order products may not allow returns. Proposals will be evaluated not only on the actual costs of shipping, but on the relative flexibility extended to NJPA Members relating to restocking fees, shipping errors, customized shipping requirements, the process for rejecting damaged or delayed shipments, and similar subjects.



**5.49 through 5.50 [These sections are intentionally blank.]**

**5.51** Delivered products must be properly packaged. Damaged products may be rejected. If the damage is not readily apparent at the time of delivery, the Vendor must permit the products to be returned within a reasonable time at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the products at the time of delivery.

**5.52** The Vendor must deliver Contract-conforming products in each shipment and may not substitute products without the express approval from NJPA or the NJPA Member.

**5.53** NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior products that are not under Contract and described in its paper or electronic price lists or sourced upon request of any Member under this Contract. In the event of the delivery of nonconforming products, the NJPA Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming products with conforming products that are acceptable to the NJPA member.

**5.54** Throughout the term of the Contract, Proposer agrees to pay for return shipment on products that arrive in a defective or inoperable condition. Proposer must arrange for the return shipment of the damaged products.

## **5** **EVALUATION OF PROPOSALS**

### **A. PROPOSAL EVALUATION PROCESS**

**6.1** The NJPA proposal evaluation committee will evaluate proposals received based on a 1,000 point evaluation system. The committee establishes both the evaluation criteria and designates the relative weight of each criterion by assigning possible scores for each category on Form G of this RFP. The committee may adjust the relative weight of the criteria for each RFP. (For example, if the “Warranty” criterion does not apply to a particular RFP, the points normally awarded under “Warranty” may be used to increase the number of potential points in another evaluation category or categories.) The “Pricing” criterion will contain at least a plurality of points for every RFP.

**6.2** NJPA uses a scoring system that gives primary importance to “Pricing.” But pricing includes more than just the absolute lowest initial cost of purchasing, for example, a particular product. Other considerations include the total cost of the acquisition and whether the Proposer’s offering represents the best value. The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting NJPA Members’ needs. Pricing points may be awarded based on pricing clarity and ease of use. NJPA may also award points based on whether a response contains exceptions, exclusions, or limitations of liabilities.

**6.3** The NJPA Board of Directors will consider making awards to the selected Proposer(s) based on the recommendations of the proposal evaluation committee. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under “Proposer Responsiveness,” found just below.

### **B. PROPOSER RESPONSIVENESS**

**6.4** All responses are evaluated for Level-One and Level-Two Responsiveness. If a response does not substantially conform to substantially all of the terms and conditions in the solicitation, or if it requires unreasonable exceptions, it may be considered nonresponsive.



**6.5** All proposals must contain suitable responses to the questions in the proposal forms. The following requirements must be satisfied in order to meet Level-One Responsiveness, which is typically ascertained on the proposal opening date. If these standards are not met, your response may be disqualified as nonresponsive.

**6.6** Level-One Responsiveness means that the response

- 6.6.1** is received before the deadline for submission or it will be returned unopened;
- 6.6.2** is properly addressed and identified as a sealed proposal with a specific RFP number and an opening date and time;
- 6.6.3** contains a pricing document (with apparent discounts) and all other forms fully completed, even if “not applicable” is the answer;
- 6.6.4** includes the original (hard copy) completed, dated, and signed RFP forms C, D, and F. In addition, the response must include the hard-copy signed signature page only from RFP Forms A and P and, if applicable, all signed addenda that have been issued in relation to this RFP;
- 6.6.5** contains an electronic (CD, flash drive, or other suitable) copy of the entire response; and

**6.7** Level-Two Responsiveness (including whether the response is within the RFP’s scope) is determined while evaluating the remaining items listed under Proposal Evaluation Criteria below. These items are not arranged in order of importance. Each item draws from multiple questions, and a Proposer’s responses may affect scoring in multiple evaluation criteria. For example, the answers to Industry-Specific Questions may help determine scoring relative to a Proposer’s marketplace success, ability to sell and service nationwide, and financial strength. Any questions not answered without an explanation will likely result in a loss of points and may lead to a nonaward if the proposal evaluation committee cannot effectively review your response.

## **C. PROPOSAL EVALUATION CRITERIA**

**6.8** Forms A and P include a series of questions that address the following categories:

- 6.8.1** Company Information and Financial Strength
- 6.8.2** Industry Requirements and Marketplace Success
- 6.8.3** Ability to Sell and Deliver Service Nationwide
- 6.8.4** Marketing Plan
- 6.8.5** Other Cooperative Procurement Contracts
- 6.8.6** Value-Added Attributes
- 6.8.7** Payment Terms and Financing Options
- 6.8.8** Warranty
- 6.8.9** Equipment/Products/Services
- 6.8.10** Pricing and Delivery
- 6.8.11** Industry-Specific Questions

**6.9** [This section is intentionally blank.]

## **D. OTHER CONSIDERATIONS**



**6.10** In evaluating RFP responses, NJPA has no obligation to consider information that is not provided in the Proposer's response. NJPA may, however, consider additional information outside the Proposer's response. This research may include such sources as the Proposer's website, industry publications, listed references, and user interviews.

**6.11** NJPA may organize RFP responses into separate classes or subcategories, depending on the range of responses. For example, NJPA might receive numerous submissions for "Widgets and Related Products and Services." NJPA may organize these responses into subcategories, such as manufacturers of fully operational Widgets, manufacturers of component parts for Widgets, and providers of parts and service for Widgets. NJPA reserves the right to award Proposers in some or all of such subcategories without regard to the evaluation score given to Proposers in another subcategory. This specifically allows NJPA to award Vendors that might not have, for instance, the breadth of products of Proposers in another subcategory, but that nonetheless meet a substantial and articulated need of NJPA Members.

**6.12** [This section is intentionally blank.]

**6.13** NJPA reserves the right to request and test equipment/products and related services and to seek clarification from Proposers. Before the Contract award, the Proposer must furnish the requested information within three (3) days (or within another agreed-to time frame) or provide an explanation for the delay along with a requested time frame for providing the requested information. Proposers must make reasonable efforts to supply test products promptly. All Proposer products remain the property of the Proposer, and NJPA will return such products after the evaluation process. NJPA may make provisional contract awards, subject to a Proposer's proper response to a request for information or products.

**6.14** A Proposer's past performance under previously awarded contracts to schools, governmental agencies, and not-for-profit entities is relevant in evaluating a Proposer's current response. Past performance includes the Proposer's record of conforming to published specifications and to standards of good workmanship, as well as the Proposer's history for reasonable and cooperative behavior and for commitment to Member satisfaction. Incumbency as an awarded Vendor does not, by itself, merit positive consideration for a future Contract award.

**6.15** NJPA reserves the right to reject any or all proposals.

## **E. COST COMPARISON**

**6.16** NJPA may use a variety of evaluation methods, including cost comparisons of specific products. NJPA reserves the right to use this process when the proposal evaluation committee determines that this will help to make a final determination.

**6.17** This direct cost comparison process will award points for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) equipment/products and related services may be selected by the proposal evaluation committee, and the unit cost will be used as a basis for determining the point value. NJPA will select the "Market Basket" from all appropriate product categories as determined by NJPA.

## **F. MARKETING PLAN**

**6.18** A Proposer's marketing plan is a critical component of the RFP response. An awarded Vendor's sales force will likely be the primary source of communication with NJPA Members and will directly affect the contract's success. Marketing success depends on communicating the contract's value, knowing the contract thoroughly, and communicating the proper use of contracted products and services to the end user. Much of the success and sales reward is a direct result of the commitment to the contract by the awarded Vendor's sales teams. NJPA reserves the right to deem a Proposer Level-Two nonresponsive or not to award a contract based on an unacceptable or incomplete marketing plan.



**6.19** NJPA marketing expectations include the following components.

**6.19.1** An awarded Vendor must demonstrate the ability to deploy a national sales force or dealer network. The best RFP responses demonstrate the ability to sell, deliver, and service products through acceptable distribution channels to NJPA members in all 50 states. Proposers' responses should fully demonstrate their sales and service capabilities, should outline their national sales force network (both numerically geographically), and should describe their method of distribution of the offered products and related services. Service may be independent of the product sales pricing, but NJPA encourages related services to be a part of Proposers' response. Despite its preference for awarding contracts to Vendors that demonstrate nationwide sales and service, NJPA reserves the right to award contracts that meet specific Member needs locally or regionally.

**6.19.2** Proposers are invited to demonstrate their ability to successfully market, promote, and communicate the benefits of an NJPA contract to current and potential Members nationwide. NJPA desires a marketing plan that communicates the value of the contract to as many Members as possible.

**6.19.3** Proposers are expected to be receptive to NJPA trainings. Awarded Vendors must provide an appropriate training venue for both management and the sales force. NJPA commits to providing training on all aspects of communicating the value of the awarded contract, including the authority of NJPA to offer the contract to its Members, the value and utility the contract delivers to NJPA Members, the scope of NJPA Membership, the authority of Members to use NJPA procurement contracts, the preferred marketing and sales methods, and the successful use of specific business sector strategies.

**6.19.4** Awarded Vendors are expected to demonstrate a commitment to fully embrace the NJPA contract. Proposers should identify both the appropriate levels of sales management and sales force that will need to understand the value of the NJPA contract, as well as the internal procedures needed to deliver the appropriate messaging to NJPA Members. NJPA will provide a general schedule and a variety of methods describing when and how those individuals should be trained.

**6.19.5** Proposers should outline their proposed involvement in promoting an NJPA contract through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with NJPA at NJPA-endorsed national trade shows.

**6.19.6** Proposers must exhibit the willingness and ability to actively market and develop contract-specific marketing materials including the following items.

**6.19.6.1 Complete Marketing Plan.** Proposers must submit a marketing plan outlining how they will launch the NJPA contract to current and potential NJPA Members. NJPA requires awarded Vendors to embrace and actively promote the contract in cooperation with the NJPA.

**6.19.6.2 Printed Marketing Materials.** Awarded Vendors will produce and maintain full color print advertisements in camera-ready electronic format, including company logos and contact information to be used in the NJPA directory and other approved marketing publications.

**6.19.6.3 Contract announcements and advertisements.** Proposers should outline in the marketing plan their anticipated contract announcements, advertisements in industry periodicals, and other direct or indirect marketing activities promoting the awarded NJPA contract.



**6.19.6.4 Proposer's Website.** Proposers should identify how an awarded Contract will be displayed and linked on the Proposer's website. An online shopping experience for NJPA Members is desired whenever possible.

**6.19.7** An NJPA Vendor contract launch will be scheduled during a reasonable time frame after the award and held at the NJPA office in Staples, MN unless the Vendor and NJPA agree to a different location.

**6.20** Proposer shall identify their commitment to develop a sales/communication process to facilitate NJPA membership and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA.

## G. CERTIFICATE OF INSURANCE

**6.21** Proposers must provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance (COI) or an ACORD binder form with their proposal. Upon an award issued under this RFP and before the execution of any commerce relating to such award, the awarded Vendor must provide verification, in the form of a Certificate of Insurance, identifying the coverage required below and identifying NJPA as a "Certificate Holder." The Vendor must maintain such insurance coverage at its own expense throughout the term of any contract resulting from this solicitation.

**6.22** Any exceptions or assumptions to the insurance requirements must be identified on Form C of this RFP. Exceptions and assumptions will be considered as part of the evaluation process. Any exceptions or assumptions that Proposers submit must be specific. If a Proposer does not include specific exceptions or assumptions when submitting the proposal, NJPA will typically not consider any additional exceptions or assumptions during the evaluation process. Upon contract award, the awarded Vendor must provide the Certificate of Insurance identifying the coverage as specified.

**6.23 Insurance Liability Limits.** The awarded Vendor must maintain, for the duration of its contract, \$1.5 million in general liability insurance coverage or general liability insurance in conjunction with an umbrella for a total combined coverage of \$1.5 million. Work on the Contract will not begin until after the awarded Vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or an acceptable alternative method of insurance will be deemed a breach of contract.

**6.23.1 Minimum Scope and Limits of Insurance.** An awarded Vendor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

**6.23.1.1 Commercial General Liability—Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.

**6.23.1.2 Each Occurrence**

\$1,500,000

**6.24 Insurance Requirements:** The limits listed in this RFP are minimum requirements for this Contract and in no way limit any indemnity covenants contained in this Contract. NJPA does not warrant that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, its agents, representatives, employees, or subcontractors, and the Vendor is free to purchase additional insurance as may be determined necessary.

**6.25 Acceptability of Insurers:** Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Minnesota and with an "A.M. Best" rating of not less than A- VII. NJPA does



not warrant that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

**6.26 Subcontractors:** Vendors' certificate(s) must include all subcontractors as additional insureds under its policies, or the Vendor must furnish to NJPA separate certificates for each subcontractor. All coverage for subcontractors are be subject to the minimum requirements identified above.

## H. ORDER PROCESS AND/OR FUNDS FLOW

**6.27** NJPA Members typically issue a purchase order directly to a Vendor under a Contract resulting from this RFP. Alternatively, a separate contract may be created to facilitate acquiring products or services offered in response to this RFP. Nothing in this Contract restricts the Member and Vendor from agreeing to add terms or conditions to a purchase order or a separate contract provided that such terms or conditions must not be less favorable to NJPA's Members.

**6.28** [This section is intentionally blank.]

## I. ADMINISTRATIVE FEES

**6.29** Vendors will pay to NJPA an administrative fee in exchange for NJPA facilitating this Contract with its current and potential Members. NJPA may grant a conditional contract award to a Proposer if the proposed administrative fee is unclear, inadequate, or unduly burdensome for NJPA to administer. Sales under this Contract should not be processed until the parties resolve the administrative fee issue.

**6.29.1** The administrative fee is typically calculated as a percentage of the dollar volume of all products and services by NJPA Members under this Contract, including anything represented to NJPA Members as falling under this Contract.

**6.29.2** The administrative fee is included in, and not added to, the pricing included in Proposer's response to the RFP. Awarded Vendors must not charge NJPA Members more that permitted in the then current price list in order to offset the administrative fee.

**6.29.3** The administrative fee is designed to cover the costs of NJPA's involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract. Administrative fees may also be used for other purposes as allowed by Minnesota law.

**6.29.4** The typical administrative fee under this Contract is two percent (2%). While NJPA does not dictate the particular fee percentage, we require that the Proposer articulate a specific fee in its response. For example, merely stating that "we agree to pay an administrative fee" is considered nonresponsive. NPJA acknowledges that the administrative fee percentage may differ between vendors, industries, and responses.

**6.29.5** NJPA awarded Vendors are responsible for paying the administrative fee at least quarterly and for generating all related reporting. Vendors agree to cooperate with NJPA in auditing these reports to ensure that the administrative fee is paid on all items purchased under the Contract.

**6.30 through 6.32** [This section is intentionally blank.]

## J. VALUE-ADDED ATTRIBUTES

**6.33 Desirability of Value-Added Attributes:** Value-added attributes in an RFP response will be given positive consideration in NJPA's evaluation process. Such attributes may increase the benefit of a product or service by improving functionality, performance, maintenance, manufacturing, delivery, energy efficiency, ordering, or other items while remaining within the scope of this RFP.



**6.34 Women and Minority Business Enterprise (WMBE), Small Business, and Other Favored Businesses:** Some NJPA Members give formal preference to certain types of vendors or contractors. Proposers should document WMBE (or other) status for both their organization and for any affiliates (e.g., supplier networks) involved in fulfilling the terms of this RFP. The ability of a Proposer to provide preferred business entity “credits” to NJPA and NJPA Members under a Contract will be evaluated positively by NJPA and reflected in the “value added” area of the evaluation.

**6.35 Environmentally Preferred Purchasing Opportunities:** Many NJPA Members consider the environmental impact of the products and services they purchase. “Green” characteristics demonstrated by Proposers will be evaluated positively by NJPA and reflected in the “value added” area of the evaluation. Please identify any green characteristics of any offering in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as green and by which certifying agency.

**6.36 Online Requisitioning Systems:** When applicable, online requisitioning systems will be viewed as a value-added characteristic. Proposers should demonstrate how their system makes online ordering easier for NJPA Members, including how Members could integrate their current e-Procurement or enterprise resource planning (ERP) systems into the Proposer’s ordering process.

**6.37 Financing:** The ability of the Proposer to provide financing solutions to Members for the products and services being proposed will be viewed as a value-added attribute.

**6.38 Technology:** Technological advances that appreciably improve the proposed products or services will be considered value-added attributes.

## K. WAIVER OF FORMALITIES

**6.39** NJPA reserves the right to waive minor formalities (or to accept minor irregularities) in any proposal, when it determines that considering the proposal may be in the best interest of its Members.

## 7 POST-AWARD OPERATING ISSUES

### A. SUBSEQUENT AGREEMENTS

**7.1 Purchase Order.** Purchase orders for products and services may be executed between NJPA Members and the awarded Vendor (or Vendor’s sub-contractors) under this Contract. NJPA Members and Vendors must indicate on the face of such purchase orders that “This purchase order is issued under NJPA contract #XXXXXX” (insert the relevant contract number). Purchase order flow and procedure will be developed jointly between NJPA and an awarded Vendor after an award is made.

**7.2 Governing Law.** Purchase orders must be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the Member. (See also Section 8.5 of this RFP.) All provisions required by law to be included in the purchase order should be read and enforced as if they were included. If through mistake or otherwise any such provision is not included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to purchase order will be a court of competent jurisdiction with respect to the Member.

**7.3 Additional Terms and Conditions.** Additional terms and conditions to a purchase order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is optional to all parties to the purchase order. One purpose of these additional terms and conditions is to address job- or industry-specific requirements of law such as prevailing wage legislation. Additional terms and conditions may also include specific local policy requirements and standard business practices of the issuing Member or the Vendor. Such additional terms and conditions are not considered valid to the extent that they interfere with the general purpose, intent, or currently established terms and conditions contain in



this RFP document. For example, a Vendor and Member may agree to add a “net 30” payment requirement to the purchase order instead of applying a “net 10” requirement. But the added terms and conditions must not be less favorable to the Member unless NJPA, the Member, and the Vendor agree to a Contract amendment or similar modification.

**7.4 Specialized Service Requirements.** In the event that the NJPA Member desires service requirements or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in the Contract resulting from this RFP, the NJPA Member and the Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by the Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, and employees shall not be made a party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified as a part of or within the scope of the awarded Contract.

**7.5 Performance Bond.** At the request of the Member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of purchase orders for products and services. If a purchase order is cancelled for lack of a required performance bond by the member agency, NJPA recommends that the current pending purchase order be canceled. Each Member has the final decision on purchase order continuation. Any performance bonding required by the Member, the Member’s state laws, or by local policy is to be mutually agreed upon and secured between the Vendor and the Member.

**7.6 Asset Management Contracts:** Asset Management-type Contracts can be initiated under a Contract resulting from this RFP at any time during the term of this Contract. Such a contract could involve, for example, picking up, storing, repairing, inventorying, salvaging, and delivery products falling within the scope of this Contract. The intention in using Asset Management Contracts is to promote the long-term efficiency of NJPA’s contracts by (among other things) extending the use and re-use of products. Asset Management Contracts cannot be created under this Contract unless they are executed within the authorized term of a Contract resulting from this RFP. The actual term of the Asset Management Contract may, however, extend beyond the expiration date of this Contract.

## **B. NJPA MEMBER SIGN-UP PROCEDURE**

**7.7** Awarded Vendors are responsible for familiarizing their sales and service forces with the various forms of NJPA membership documentation and will encourage and assist potential Members in establishing membership with NJPA. NJPA membership is available at no cost, obligation, or liability to the Member or the Vendor.

## **C. REPORTING OF SALES ACTIVITY**

**7.8** Awarded Vendors must report at least quarterly the total gross dollar volume of all products and services purchased by NJPA Members as it applies to this RFP and Contract. This report must include the name and address of the purchasing agency, Member number, amount of purchase, and a description of the items purchased.

**7.8.1 Zero sales reports:** Awarded Vendors must provide a quarterly Contract sales report regardless of the amount of sales.

## **D. AUDITS**

**7.9** NJPA relies substantially on the reasonable auditing efforts of both Members and awarded Vendors to ensure that Members are obtaining the products, services, pricing, and other benefits under all NJPA contracts. Nonetheless, the Vendor must retain and make available to NJPA all order and invoicing



documentation related to purchases that Members make from the Vendor under the awarded Contract. NJPA must not request such information more than once per calendar year, and NJPA must make such requests in writing with at least fourteen (14) days' notice. NJPA may employ an independent auditor at its own expense or conduct an audit on its own. In either event, the Vendor agrees to cooperate fully with NJPA or its agents in order to ensure compliance with this Contract.

#### E. HUB PARTNER

**7.10 Hub Partner:** NJPA Members may request special services through a “Hub Partner” for the purpose of complying with a law, regulation, or rule that an NJPA Member deems to apply in its jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, through qualifying for disadvantaged business entity credits, or through other means.

**7.11 Hub Partner Fees:** NJPA Members are responsible for any transaction fees, costs, or expenses that arise under this Contract for special service provided by the Hub Partner. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction documentation. To the extent that the Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation must clearly indicate that the transaction is “Executed for the Benefit of [NJPA Member name].”

#### F. TRADE-INS

**7.12** The value in US Dollars for Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified “Trade-In” value shall be viewed as a down payment and credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration.

#### G. OUT OF STOCK NOTIFICATION

**7.13** The Vendor must immediately notify NJPA Members when they order an out-of-stock item. The Vendor must also tell the Member when the item will be available and whether there are equivalent substitutes. The Member must have the option of accepting the suggested substitute or canceling the item from the order. Under no circumstance may the Vendor make unauthorized substitutions. Unfilled or substituted items must be indicated on the packing list.

#### H. CONTRACT TERMINATION FOR CAUSE AND WITHOUT CAUSE

**7.14** NJPA reserves the right to cancel all or any part of this Contract if the Vendor fails to fulfill any material obligation, term, or condition as described in the following procedure. Before any such termination for cause, the NJPA will provide written notice to the Vendor, an opportunity to respond, and a reasonable opportunity to cure the breach. The following are some examples of material breaches.

**7.14.1** The Vendor provides products or services that do not meet reasonable quality standards and that are not remedied under the warranty;

**7.14.2** The Vendor fails to ship the products or to provide the services within a reasonable amount of time;

**7.14.3** NJPA reasonably believes that the Vendor will not or cannot perform to the requirements or expectations of the Contract, NJPA issues a request for assurance, and the Vendor fails to respond;

**7.14.4** The Vendor fails to fulfill any of the material terms and conditions of the Contract;

**7.14.5** The Vendor fails to follow the established procedure for purchase orders, invoices, or receipt of funds as established by NJPA and the Vendor;



**7.14.6** The Vendor fails to properly report quarterly sales;

**7.14.7** The Vendor fails to actively market this Contract within the guidelines provided in this RFP and defined in the NJPA contract launch.

**7.15** Upon receipt of the written notice of breach, the Vendor will have ten (10) business days to provide a satisfactory response to NJPA. If the Vendor fails to reasonably address all issues in the written notice, NJPA may terminate the Contract immediately. If NJPA allows the Vendor more time to remedy the breach, such forbearance does not limit NJPA's authority to immediately terminate the Contract for continued breaches for which notice was given to the Vendor. Termination of the Contract for cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

**7.16** NJPA may terminate the Contract if the Vendor files for bankruptcy protection or is acquired by an independent third party. The Vendor must disclose to NJPA any litigation, bankruptcy, or suspensions/disbarments that occur during the Contract period. Failure to disclose such information authorizes NJPA to immediately terminate the Contract.

**7.17** NJPA may terminate the Contract without cause by giving the Vendor sixty (60) days' written notice of termination. Termination of the Contract without cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

**7.18** NJPA may immediately terminate any Contract without further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of NJPA has colluded with any Proposer for personal gain. NJPA may also immediately cancel a Contract if it finds that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of NJPA. Such terminations are effective upon written notice from NJPA or at a later date designated in the notice. Termination of the Contract does not relieve either party of the financial, product, or service obligations incurred before the termination.

## **8 GENERAL TERMS AND CONDITIONS**

### **8. ADVERTISING A CONTRACT RESULTING FROM THIS RFP**

**8.1** Proposer/Vendor must not advertise or publish information concerning this Contract before the award is announced by NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

### **B. APPLICABLE LAW**

**8.2** [This section is intentionally blank.]

**8.3 NJPA Compliance with Minnesota Procurement Law:** NJPA has designed its procurement process to comply with best practices in the State of Minnesota. NJPA's solicitation methods are also created to comply with many of the various requirements that our Members must satisfy in their own procurement processes. But these requirements may differ considerably and may change from time to time. So each NJPA Member must make its own determination whether NJPA's solicitation process satisfies the procurement rules in the Member's jurisdiction.

**8.4 Governing law with respect to delivery and acceptance:** All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws will govern NJPA contracts resulting from this solicitation.



**8.5 Jurisdiction:** Any claims that arise against NJPA pertaining to this RFP, and any resulting contract that develops between NJPA and any other party, must be brought only in courts in Todd County in the State of Minnesota unless otherwise agreed to.

**8.5.1** Purchase orders or other agreements created pursuant to a contract resulting from this solicitation must be construed in accordance with, and governed by, the laws of the issuing Member. Any claim arising from such a purchase order or agreement must be filed and venued in a court of competent jurisdiction of the Member unless otherwise agreed to.

**8.6 through 8.7 [This section is intentionally blank.]**

**8.8 Indemnification:** Each party is responsible for its own acts and is not responsible for the acts of the other party and the results thereof. NJPA's liability is governed by the Minnesota Tort Claims Act (Minn. Stat. §3.736) and other applicable law.

**8.9 Prevailing wage:** The Vendor must comply with applicable prevailing wage legislation in effect in the jurisdiction of the NJPA Member. The Vendor must monitor the prevailing wage rates as established by the appropriate federal governmental entity during the term of this Contract and adjust wage rates accordingly.

**8.10 Patent and copyright infringement:** The Vendor agrees to indemnify and hold harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against the Vendor, NJPA, or NJPA Members by any person on account of the use or sale of any articles by NJPA or NJPA Members if the Vendor supplied such articles in violation of applicable patent or copyright laws.

**C. ASSIGNMENT OF CONTRACT**

**8.11** No right or interest in this Contract may be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor under this Contract may be made without prior written permission of the NJPA. NJPA will notify Members by posting approved assignments on the NJPA website ([www.njpacoop.org](http://www.njpacoop.org)).

**8.12** If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. NJPA reserves the right to reject the acquiring entity as a Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

**D. LIST OF PROPOSERS**

**8.13** NJPA will not maintain a list of interested proposers, nor will it automatically send RFPs to them. All interested proposers must request the RFP as a result of NJPA's national solicitation advertisements. Because of the wide scope of the potential Members and qualified national suppliers, NJPA has determined this to be the best method of fairly soliciting proposals.

**E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS**

**8.14** The captions, illustrations, headings, and subheadings in this RFP are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

**F. DATA PRACTICES**

**8.15** All materials submitted in response to this RFP become NJPA's property and become public records (under Minn. Stat. §13.591) after the evaluation process is completed. If the Proposer submits information in response to this RFP that it requests to be classified as nonpublic information (as defined by the



Minnesota Government Data Practices Act, Minn. Stat. §13.37), the Proposer must meet the following requirements.

**8.15.1** The Proposer must make the request within thirty (30) days of the award/nonaward notification, and include the appropriate statutory justification. Pricing, marketing plans, and financial information is generally not redactable. The NJPA Legal Department will review the request to determine whether the information can be withheld or redacted. If NJPA determines that it must disclose the information upon a proper request for such information, NJPA will inform the Proposer of such determination.

**8.15.2** The Proposer must defend any action seeking release of the materials that it believes to be nonpublic information, and it must indemnify and hold harmless NJPA, its agents, and employees, from any judgments or damages awarded against NJPA in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the term of any contract awarded under this RFP. In submitting a response to this RFP, the Proposer agrees that this indemnification survives as long as NJPA possesses the confidential information.

**8.16 [This section is intentionally blank.]**

## **G. ENTIRE AGREEMENT**

**8.17** This Contract, as defined herein, constitutes the entire agreement between the parties to this Contract. A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Contract Award & Acceptance document (Form E).

## **H. FORCE MAJEURE**

**8.18** Except for payments of sums due, neither party is 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 due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure is deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and is deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure does not include late deliveries of products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party must (if possible) notify the other party of such delay within forty-eight (48) hours.

**8.19 through 8.20 [These sections are intentionally blank.]**

## **I. LICENSES**

**8.21** The Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with NJPA and NJPA Members.

**8.22** All responding Proposers must be licensed (where required) and must have the authority to sell and distribute the offered products and services to NJPA and NJPA Members. Documentation of the required licenses and authorities, if applicable, should be included in the Proposer's response to this RFP.



## J. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

**8.23** The awarded Vendor must supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or an NJPA Member.

## K. NON-WAIVER OF RIGHTS

**8.24** No failure of either party to exercise any power given to it hereunder, nor a failure to insist upon strict compliance by the other party with its obligations hereunder, nor a custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP constitutes a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or to assert any right hereunder does not constitute a waiver of such right.

## L. PROTESTS OF AWARDS MADE

**8.25** And protests must be filed with NJPA's Executive Director and must be resolved in accordance with appropriate Minnesota rules. Protests will only be accepted from Proposers. A protest of an award or nonaward must be filed in writing with NJPA within ten (10) calendar days after the public notice or announcement of the award or nonaward. A protest must include the following items.

**8.25.1** The name, address, and telephone number of the protester;

**8.25.2** The original signature of the protester or its representative (you must document the authority of the representative);

**8.25.3** Identification of the solicitation by RFP number;

**8.25.4** Identification of the statute or procedure that is alleged to have been violated;

**8.25.5** A precise statement of the relevant facts;

**8.25.6** Identification of the issues to be resolved;

**8.25.7** The aggrieved party's argument and supporting documentation;

**8.25.8** The aggrieved party's statement of potential financial damages; and

**8.25.9** A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

## M. SUSPENSION OR DISBARMENT STATUS

**8.26** If within the past five (5) years, any firm, business, person or Proposer responding to an NJPA solicitation has been lawfully terminated, suspended, or precluded from participating in any public procurement activity with a federal, state, or local government or education agency, the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the termination of a Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

## N. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

**8.27** An Affirmative Action Plan, Certificate of Affirmative Action, or other documentation regarding Affirmative Action may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.



**8.28** Immigration Status Certification may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

#### **O. SEVERABILITY**

**8.29** In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, or statutory provision, or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms will be deemed stricken from the Contract, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

#### **P. RELATIONSHIP OF PARTIES**

**8.30** No Contract resulting from this RFP may be considered a contract of employment. The relationship between NJPA and an awarded Vendor is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties neither intend the proposed Contract to create, nor is to be construed as creating, a partnership, joint venture, master-servant, principal-agent, or any other, relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation, or otherwise in any manner whatsoever except as may be expressly provided herein.

### **9      FORMS**

**[THE REST OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK.]**





Opportunity Number: 783314  
 Quotation Number: 348334  
 Sourcewell Contract #: 012418-ALT  
 Date: 1/29/2019

Quoted for: City of Flagstaff  
 Customer Contact:  
 Phone: / Email: 928-774-2868  
 Quoted by: Mike Blackmon  
 Phone: / Email: 919-528-8058 / mike.blackmon@altec.com  
 Altec Account Manager: Rob Verbeck

**REFERENCE ALTEC MODEL**

AT41M	Articulating Telescopic Aerial Device with Material Handling Insulated, 41'	\$132,085
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**(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)**

1		
2		
3		
4		

**(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)**

1	CH	Cone Holder, Fold Over Post Style	\$ 277
2	PSW14	PURE SINE WAVE INVERTER.3000 Watts Continuous. GFCI Outlet at Rear.	\$ 3,076
3			
4			
5			
6			
7			
8			

**SOURCEWELL OPTIONS TOTAL: \$135,438**

**(B.) OPEN MARKET ITEMS (Customer Requested)**

1	UNIT	2-Man Platform, Certified Jib Stick w/ Bag	\$1,441
2	UNIT & HYDRAULIC ACC		
3	BODY	Custom Body ILO Contract Body	\$6,195
4	BODY & CHASSIS ACC	Towing, Vise, Fire Extinguisher	\$1,220
5	ELECTRICAL	Directional Light Bar, Backup Camera, Aux Battery, Electrical Outlets	\$3,903
6	FINISHING		
7	CHASSIS	Freightliner M2 ILO Contract Chassis	\$16,076
8	OTHER		

**OPEN MARKET OPTIONS TOTAL: \$28,835**

**SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$164,273**

**Delivery to Customer:**

**TOTAL FOR UNIT/BODY/CHASSIS: \$164,273**

**(C.) ADDITIONAL ITEMS (items are not included in total above)**

1		Upgrade to 300HP Engine	+ \$2,594
2			
3			
4			

**\*\*Pricing valid for 45 days\*\***

**NOTES**

**PAINT COLOR:** White to match chassis, unless otherwise specified

**WARRANTY:** Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty. Chassis to include standard warranty, per the manufacturer.

**TO ORDER:** To order, please contact the Altec Account Manager listed above.

**CHASSIS:** Per Altec Commercial Standard

**DELIVERY:** No later than 330 days ARO, FOB Customer Location

**TERMS:** Net 30 days

**BEST VALUE:** Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

**TRADE-IN:** Equipment trades must be received in operational condition (as initial inspection) and DOT compliant at the time of pick-up. Failure to comply with these requirements, may result in customer bill-back repairs.

**BUILD LOCATION:** Creedmoor, NC

Sourcewell Flagstaff AT41M QT348334 v2

*\$166,867  
+ TAX*

*040-06-161-0618-6-4402*





Quote Number: 348334 - 4  
Altec, Inc.

January 11, 2019  
Our 90th Year

**Ship To:**  
CITY OF FLAGSTAFF  
211 WEST ASPEN  
FLAGSTAFF, AZ 86001  
US

**Bill To:**  
CITY OF FLAGSTAFF  
211 WEST ASPEN  
FLAGSTAFF, AZ 86001  
United States

**Attn:**  
**Phone:** 928- 774-2868  
**Email:**

**Altec Quotation Number:** 348334 - 4  
**Account Manager:** Robert Garth Verbeck  
**Technical Sales Rep:** Michael Aaron Blackmon

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	<u>Unit</u>		
1.	Altec Model AT41M Articulating Telescopic Aerial Device with a fiberglass upper boom and fiberglass insulator in the articulating arm and proportional joystick upper controls. Built in accordance to ALTEC's standard specifications and to include the following features: <ul style="list-style-type: none"><li>A. Ground to Bottom of Platform Height: 40.8 feet at 7.3 feet from centerline of rotation (12.45 m at 2.21 m)</li><li>B. Working Height: 45.8 feet (13.96 m)</li><li>C. Maximum reach to edge of platform with Upper Boom Non- overcenter: 30.1 feet (at 17.3 feet platform height)</li><li>D. Upper boom extension: 110 inches</li><li>E. Continuous rotation</li><li>F. Articulating Arm: Articulation is from -3 to 82 degrees. Insulator provides 19 inches of isolation.</li><li>G. Compensation System: By raising the articulating arm only, the telescopic boom maintains its relative angle in relation to the ground. The work position is achieved through a single function operation.</li><li>H. Upper Boom: Articulation is from -25 to 85 degrees. The fiberglass section provides a minimum of 10.9 inches of isolation in the upper boom (when retracted and 42.3 inches when extended).</li><li>I. Platform leveling is achieved by a hydraulic master-slave leveling system. This lifetime system is very low maintenance.</li><li>J. The dielectrically tested, insulating upper control system includes the following boom tip components that can provide an additional layer of secondary electrical contact protection. Control Handle: A single handle controller incorporating high electrical resistance components that is dielectrically tested to 40 kV AC with no more than 400 microamperes of leakage. The control handle is green in color to differentiate it from other non-tested controllers. The handle also includes an interlock guard that reduces the potential for inadvertent boom operation. Auxiliary Control Covers: Non-tested blue silicon covers for auxiliary controls. Control Console: Non-tested non-metallic control console plate. Boom Tip Covers: Non-tested non-metallic boom tip covers. The covers are not</li></ul>	1	

We Wish To Thank You For Giving Us The Pleasure  
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929

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Item	Description	Qty	Price
	dielectrically tested, but they may provide some protection against electrical hazards.		
K.	Hydraulic system: Open center (full pressure), maximum flow 6 GPM, maximum operating pressure 3,000.		
L.	Dielectric rating: Category C, 46 kV and below		
M.	Unit is painted with a powder coat paint process which provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and corrosion. Paint is electrostatically applied to the inside as well as outside of fabricated parts then high temperature cured prior to assembly ensuring maximum coverage and protection.		
N.	Manuals: Two (2) Operator's and two (2) Maintenance/ Parts manuals containing instructional markings indicating hazards inherent in the operation of an aerial device.		
O.	Unit meets or exceeds ANSI 92.2 standards.		
2.	Pedestal	1	
3.	Single 2-Man Platform, Fiberglass (Insulated), 24" x 48" x 42", End Mount, 180 Degree Rotation.	1	
4.	No Platform Elevator	1	
5.	Platform Mounted Single Handle Controls	1	
6.	Material Handling Jib/Winch, Hydraulically Articulating, Top Mounted, Round (ARM Jib)	1	
7.	One (1) Platform Step - located on the side of the platform nearest the elbow in the stowed position	1	
8.	Platform Cover - soft vinyl, 24 x 48 inches (610 x 1219 mm)	1	
9.	Platform Liner - for two-man fiberglass platform, 24 x 48 x 42 inches (610 x 1219 x 1067 mm), 50 kV rating (minimum)	1	
10.	Hydraulic Tool Circuit at Platform: One set of quick disconnect couplings at the boom tip for open center tools.	1	
11.	Engine Start/Stop & Secondary Stowage System: 12 VDC powered motor and pump assembly for temporary operation of the unit in a situation wherein the primary hydraulic source fails. Electric motor is powered by the chassis battery. This feature allows the operator to completely stow the booms, platform, and outriggers. Secondary Stowage & Start/Stop is activated with an air plunger at the platform or momentary switch at the lower control station and outriggers.	1	
12.	Jib Stick, 36" L, non extension, certified, orange in color	1	
13.	Slip Ring: Required for engine start/stop, secondary stowage system, and throttle control options	1	
14.	Primary A-Frame Outriggers with 5-degree swivel shoes. For installation on a 30 to 40 inch chassis frame height.	1	
A.	Maximum Spread: 140 inches to the outer edge of shoes		
B.	Outrigger/Unit Selector Valve		
C.	Outrigger Motion Alarms		
D.	Outrigger Interlocks: will not allow the unit to be operated until the outriggers		

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	have been at least partially deployed		
15.	Jib Stick Protective Storage Bag With Shoulder Strap, 36" L, Vinyl, Yellow	1	
16.	Manual, Extra Operators and Maintenance/Parts	1	
17.	Winch load line swivel hook	1	
18.	Altec Aerial Device Powder Painted White	1	
	<u>Unit &amp; Hydraulic Acc.</u>		
19.	Subbase	1	
20.	Electric Outrigger Controls for one (1) set of outriggers, drive hydraulic outrigger control valves. Durable weather proof sealed electronic switches mounted in aluminum boxes located at the rear of the unit unless otherwise specified.	1	
21.	Steel Reservoir, 15 gallon capacity, triangular, 17" L x 17" W x 24" H, and includes breather caps and dipsticks	1	
22.	Temperature Sight Gauge	1	
23.	HVI-22 Hydraulic Oil (Standard).	25	
24.	Standard Pump For PTO	1	
25.	Hot shift PTO for automatic transmission	1	
26.	Standard Altec PTO/Machine Functionality: PTO won't engage until parking brake is set.-Once parking (holding) brake is set, PTO and machine functions are enabled.-If parking (holding) brake is disengaged, both PTO and machine functions are disabled.	1	
27.	Standard PTO/Transmission Functionality for Automatic Transmissions -If chassis is in gear, and PTO switch is activated, PTO will not engage. Chassis will remain in gear. Once the chassis is shifted back into gear the PTO will disengage. For some truck configurations the PTO switch must be turned off to allow the transmission to shift into gear.	1	
	<u>Body</u>		
28.	Altec Body	1	
29.	Steel Body	1	
30.	Body Is To Be Built In Accordance With The Following Altec Standard Specifications:	1	
	A. Basic Body Fabricated From A40 Grade 100% Zinc Alloy Coated Steel.		
	B. All Doors Are Full, Double Paneled, Self-Sealed With Built-In Drainage For Maximum Weather-Tightness. Stainless Steel Hinge Rods Extend Full Length Of Door.		
	C. Heavy-Gauge Welded Steel Frame Construction.		
	D. Integrated Door Header Drip Rail At Top For Maximum Weather Protection.		
	E. Fender Panels Are Either Roll Formed Or Have Neoprene Fenderettes Mechanically Fastened.		

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	F. Steel Treated For Improved Primer Bond And Rust Resistance.		
	G. Automotive Type Non-Porous Door Seals Fastened To The Door Facing.		
	H. B-Line Channel Installed In Compartments		
31.	Smooth Galvanneal Steel Floor	1	
32.	Aerial Service Line With Step (ASLS)	1	
33.	Finish Paint Body Attec White	1	
34.	Undercoat Body	1	
35.	132" Estimated Body Length (Engineering To Determine Final Length)	1	
36.	94" Body Width	1	
37.	46" Body Compartment Height	1	
38.	18" Body Compartment Depth	1	
39.	2" x 6" Drop-In Composite Retaining Board At Rear Of Body	1	
40.	2 x 6 Drop-In Composite Retaining Board At Top Of Side Access	1	
41.	Curbside Smooth Compartment Tops	1	
42.	Streetside Smooth Compartment Tops	1	
43.	Non-Skid Curbside Compartment Top For Working (Non-Walking) Surface (To Be Completed At Final Assembly)	1	
44.	Non-Skid Streetside Compartment Top For Working (Non-Walking) Surface (To Be Completed At Final Assembly)	1	
45.	Stainless Steel Rotary Paddle Latches With Keyed Locks	7	
46.	All Locks Keyed Alike Including Accessories (Preferred Option)	1	
47.	Standard Master Body Locking System (Standard Placement Is At Rear. Sidepacks With A Throughshelf/Hotstick Door At Rear, Standard Placement Is At The Front)	7	
48.	Gas Shock (Gas Spring) Rigid Door Holders On All Vertical Doors	1	
49.	Chains On All Horizontal Doors	1	
50.	One Chock Holder On Each Side of Body With Retaining Lip In Fender Panel	1	
51.	Hotstick Shelf Extending Full Length Of Body On Streetside	1	
52.	Standard Drop-Down Hotstick Door For One (1) Shelf On Streetside, Stainless Steel Slam Paddle Latch With Keyed Lock	1	
53.	1st Vertical (SS) - Adjustable Shelf With Removable Dividers On 4" Centers	3	
54.	2nd Vertical (SS) - Adjustable Shelf With Removable Dividers On 4" Centers	3	
55.	1st Horizontal (SS) - Adjustable Shelf With Removable Dividers On 4" Inch Centers	1	

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Quote Number: 348334 - 4  
Altec, Inc.

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
56.	1st Horizontal (SS) - Fixed Shelf With Removable Dividers On 4 Inch Centers On Bottom of Compartment	1	
57.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall	2	
58.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall	4	
59.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall	2	
60.	1st Vertical (CS) - Adjustable Shelf With Removable Dividers On 4" Centers	3	
61.	1st Vertical (CS) - Inverter Shelf Installed In Compartment Bottom	1	
62.	1st Vertical (CS) - Louvered Panel On Rear Wall To Ventilate Compartment	1	
63.	2nd Vertical (CS) - Gripstrut (Preferred) Access Steps w/ Two (2) Sloped Grab Handles, Vented Battery Storage (Keyed Lock)	1	
64.	1st Horizontal (CS) - Adjustable Shelf With Removable Dividers On 4" Centers	1	
65.	1st Horizontal (CS) - Fixed Shelf With Removable Dividers On 4 Inch Centers On Bottom of Compartment	1	
66.	Rear Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall	2	
67.	Rear Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall	4	
68.	Rear Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall	2	
69.	29" L Steel Tailshelf, Width To Match Body	1	
70.	Steel Cross Storage Located Between Tailshelf Floor And Top Of Chassis Frame Rail, With Drop Down Doors And Keyed Latches On Streetside And Curbside, As Wide As Possible	1	
71.	Custom Steel Tailshelf Option -Details: -Include eyebrow for directional light bar. -Include eyebrow for backup camera.	1	
72.	Smooth Galvanneal Steel Tailshelf	1	

#### Body and Chassis Accessories

73.	ICC (Underride Protection) Bumper Installed At Rear	1	
74.	Custom Towing Device Details: - Front Tow Hooks To be Clear And Accessible	1	
75.	Set Of D-Rings for Trailer Safety Chain, installed one each side of towing device mount.	1	
76.	Pair Of Tow Hooks (20,000 LB Rating Each) Details: - Install At Rear On Chassis Frame - To be Clear And Accessible	1	
77.	Rubber Belted Step Mounted Beneath Side Access Steps (Installed To Extend Approx.	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	2" Outward)		
78.	Platform Rest, Rigid with Rubber Tube	1	
79.	Boom Rest for a Telescopic Unit	1	
80.	Manual Boom Latch Installed on Boom Rest	1	
81.	Wood Outrigger Pad, 19.5" x 19.5" x 2.25", With Fluorescent Orange Steel Band Around The Outer Edges And Chain Handle	2	
82.	Outrigger Pad Holder, 20" L x 20" W x 3.5" H, Fits 19.5" x 19.5" x 2.25" And Smaller Pads, Bolt-On, Bottom Washout Holes, 3/4" Lip Retainer	2	
83.	Pendulum Retainers For Outrigger Pad Holders	2	
84.	Mud Flaps With Altec Logo (Pair)	1	
85.	Wheel Chocks, Rubber, 9.75" L x 7.75" W x 5.00" H, with 4" L Metal Hairpin Style Handle (Pair)	1	
86.	Slope Indicator Assembly For Machine With Outriggers	1	
87.	Post Style Cone Holder (Holds up to four 15"x15" large cones) Locate atop tailshelf, SS	1	
88.	Safety Harness & 4.5 FT Lanyard (Medium To X-large)	1	
89.	5 LB Fire Extinguisher With Heavy Duty Bracket, Installed	1	
90.	Triangular Reflector Kit, Installed	1	
91.	Vinyl manual pouch for storage of all operator and parts manuals	1	
92.	Vise, Utility, 6.5 IN Jaw with 5.5 IN Opening, Pipe Jaws, with Replaceable Jaws and Swivel base	1	
93.	Vise Mounting Bracket, 2 Square Tube Vertical Receiver Type with 8 x 8 Mounting Plate Locate on talshelf, SS, inboard cone holder	1	

#### Electrical Accessories

94.	Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)	1	
95.	Altec Standard Amber LED Strobe Light with Brush Guard One (1) each side, installed on posts at the front of the body	2	
96.	4-Corner Strobes, Amber, LED, Two (2) Surface Mounted Lights In Grille, Two (2) Round Lights At Rear	1	
97.	Directional Light Bar, Amber, LED, 42" Long Recess in tailshelf, include eyebrow	1	
98.	Dual Tone Back-Up With Outrigger Motion Alarm	1	
99.	Custom Alarm/Sensor -Details: -Install 3rd Eye brand backup camera	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	-Install camera in tall shelf light channel, include guard -Include 7" monitor in cab. -REF P/N 970625552		
100.	Altec Modular Panel System (AMPS) - Includes Mounting Panel and Accessory Switches	1	
101.	Mounting bracket for inverter mounted at bottom of body compartment or storage box	1	
102.	Inverter, 3000 Watt, Pure Sine Wave, 120 VAC (Sensata #12/3000N) Locate in CS 1st vertical compartment, bottom	1	
103.	Deep Cycle Auxiliary Battery For Vented Applications (Group 31) Locate in side access step storage	2	
104.	120 Volt GFCI Receptacle Includes Weather-resistant Enclosure Locate on body exterior, front face of CS side pack, towards top	1	
105.	120 Volt Non-GFCI Receptacle Includes Weather-resistant Enclosure Locate on body exterior, rear face of CS side pack, towards top	1	
106.	GFCI Receptacle Hardwired To Protect Additional Non-GFCI Duplex Receptacles.	1	
107.	Power Distribution Module Is A Compact Self-Contained Electronic System That Provides A Standardized Interface With The Chassis Electrical System. (Includes Operator's Manual)	1	
108.	Install secondary stowage system.	1	
109.	Install Remote Start/Stop system in Final Assembly.	1	
110.	Install Outrigger Interlock System	1	
111.	Standard Duty Secondary Stowage Pump	1	
112.	Additional Electrical Accessory Details: - Battery Cutoff Switch In Cab - With Ability To Lock Out The Switch	1	
<b><u>Finishing Details</u></b>			
113.	Powder Coat Unit Altec White	1	
114.	Finish Paint Body Accessories Above Body Floor Altec White	1	
115.	Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc. Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders.	1	
116.	Apply Non-Skid Coating to all walking surfaces	1	
117.	English Safety And Instructional Decals	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
118.	Vehicle Height Placard - Installed In Cab	1	
119.	Placard, HVI-22 Hydraulic Oil	1	
120.	Dielectric test unit according to ANSI requirements.	1	
121.	Stability test unit according to ANSI requirements.	1	
122.	Focus Factory Build	1	
123.	Delivery Of Completed Unit	1	
124.	Inbound Freight	1	
125.	Installation - AT41M	1	
<u>Chassis</u>			
126.	Chassis	1	
127.	Altec Supplied Chassis	1	
128.	2020 Model Year	1	
129.	Freightliner M2-106	1	
130.	4x2	1	
131.	84 Clear CA (Round To Next Whole Number)	1	
132.	Regular Cab	1	
133.	Chassis Cab	1	
134.	Chassis Color - White	1	
135.	Cummins B6.7	1	
136.	240 HP Engine Rating	1	
137.	Allison 2500 RDS Automatic Transmission	1	
138.	GVWR 26,000 LBS	1	
139.	10,000 LBS Front GAWR	1	
140.	Spring Suspension	1	
141.	17,500 LBS Rear GAWR	1	
142.	Air Brakes	1	
143.	Park Brake In Rear Wheels	1	
144.	016-1C3 - Freightliner Horizontal Exhaust (Right-Horizontal-Under Cab-Horizontal)	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
145.	Freightliner - Clear Area Around Allison PTO Openings (362-1Y0) and (363-011)	1	
146.	Freightliner - Radiator (950 Square Inch) for ISB/B.7 or DD8.1 (SS) (266-078)	1	
147.	Freightliner - Rear Cab Crossmember Flush With Back Of Cab (561-010)	1	
148.	Freightliner PTO Throttle Wiring for Automatic Transmission (163-004) (148-074) (87L-003)	1	
149.	Freightliner/Allison Body Builder Connection (34C-001)	1	
150.	No Prewire Chassis	1	
151.	No Idle Engine Shut-Down Required	1	
152.	50-State Emissions	1	
153.	Clean Idle Certification	1	
154.	204-215 Freightliner 50 Gallon Fuel Tank (Left Hand Under Cab)	1	
155.	23U-001, 43X-002 Freightliner 6 Gallon DEF Tank (Under Cab Left Hand)	1	
156.	Chassis Without Front Frame Extensions	1	
157.	Battery Under Cab Left Hand	1	
158.	No Air Horn	1	
159.	AM/FM Radio	1	
160.	Bluetooth	1	
161.	Air Conditioning	1	
162.	Cruise Control	1	
163.	Driver Controlled Locking Differential	1	
164.	Air Ride Drivers Seat	1	
165.	Air Ride Passenger Seat	1	
166.	Additional Chassis Option Details: - Automatic drains line for chassis air brakes	1	

**Additional Pricing**

167.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1	
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**Unit / Body / Chassis Total**

**164,273.00**

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Quote Number: 348334 - 4  
Altec, Inc.

FET Total 0.00  
Total 164,273.00

Altec Industries, Inc.

BY \_\_\_\_\_

Michael Aaron Blackmon

**Notes:**

- 1 RECOMMENDED OPTIONS AND ACCESSORIES: These options are not included in the quote total price. Selected options will change the quote total. Any options added after initial order will be re-quoted.

Upgrade to 300HP Engine - ADD \$2,594

- 2 Altec takes pride in offering solutions that provide a safer work environment for our customers. In an effort to focus on safety, we would encourage you to consider the following items:

Outrigger pads (When Applicable)  
Fall Protection System  
Fire extinguisher/DOT kit  
Platform Liner (When Applicable)  
Altec Sentry Training  
Wheel Chocks

The aforementioned equipment can be offered in our new equipment quotations. If you find that any of these items have not been listed as priced options with an item number in the body of your quotation and are required by your company, we would encourage you to contact your Altec Account Manager and have an updated quote version sent to you. These options must be listed with an item number in the quotation for them to be supplied by Altec.

- 3 Altec Standard Warranty:

One (1) year parts warranty.

One (1) year labor warranty.

Ninety (90) days warranty for travel charges.

Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

Altec is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.

Altec offers its standard limited warranty with the Altec supplied components which make up the Altec Unit and its installation, but expressly disclaims any and all warranties, liabilities, and responsibilities, including any implied warranties of fitness for a particular purpose and merchantability, for any customer supplied parts

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Altec designs and manufactures to applicable Federal Motor Vehicle Safety and DOT standards

4 F.O.B. - Customer Site

5 Altec Extended Warranty Option:

An Altec Extended Warranty is an extension of Altec's Limited Warranty and protects you from the repair cost associated with defects of materials and workmanship after the standard Limited Warranty expires.

Altec offers many types of coverages and coverage packages. Ask your Altec account manager for details. Quotes are available upon request.

6 Unless otherwise noted, all measurements used in this quote are based on a 40 inch (1016mm) chassis frame height and standard cab height for standard configurations.

7 Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.

8 Altec values your data privacy. The Altec Family of Companies (including Altec, Inc., and its subsidiaries) may collect telematics data from the equipment you own. Please review Altec's Equipment Data Privacy Notice on [www.altec.com](http://www.altec.com) for more information. By purchasing equipment from Altec, you consent to Altec's right to collect and use such data.

9 Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.

10 Any payment made by credit card may be subject to a 3% convenience fee.

11 Delivery: 300-330 days after receipt of order PROVIDING:

- A. Order is received within 14 days from the date of the quote. If initial timeframe expires, please contact your Altec representative for an updated delivery commitment.
- B. Customer supplied chassis is received a minimum of sixty (60) days before scheduled delivery.
- C. Customer approval drawings are returned by requested date.
- D. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.
- E. Customer expectations are accurately captured prior to major components being ordered (body, chassis) and line set date. Unexpected additions or changes made after this time or at a customer inspection will delay the delivery of the vehicle.

Altec reserves the right to change suppliers in order to meet customer delivery requirements, unless specifically identified, by the customer, during the quote and or ordering process.

12 Trade-in offer is conditional upon equipment being maintained to DOT (Department of Transportation) operating and safety standards and remaining in compliance of DOT until arrival at an Altec Facility. This will include, but is not limited to engine, tires, lights, brakes, glass, etc. All equipment, i.e., jibs, winches, pintle hooks, trailer connectors, etc., are to remain with unit unless otherwise agreed upon in writing by both parties. ALTEC Industries reserves the right to re-negotiate its trade-in offer if these conditions are not met.

All reasonable and necessary expenses required of ALTEC Industries to execute transportation of the trade-in will be invoiced to the customer for payment if these conditions are not met to maintain DOT standards.

Customer may exercise the option to rescind this agreement in writing within sixty (60) days after receipt of purchase order. After that time ALTEC Industries will expect receipt of trade-in vehicle upon delivery of new equipment as part of the terms of the purchase order unless other arrangements have been made.

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- 13 This quotation is valid until FEB 11, 2019. After this date, please contact Altec Industries, Inc. for a possible extension.
- 14 After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.
- 15 Please email Altec Capital at [finance@altec.com](mailto:finance@altec.com) or call 888-408-8148 for a lease quote today.
- 16 Please direct all questions to Robert Garth Verbeck at (919) 528-2535

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FOR NEW EQUIPMENT SALES, CALL  
**800.958.2555**  
TO SPEAK WITH AN ALTEC REPRESENTATIVE  
OR VISIT US ONLINE AT [altec.com](http://altec.com)

 **Altec**  
TELESCOPIC ARTICULATING  
AERIAL DEVICE



## FEATURES

- Altec ISO-Grip® System
- 4-Function, Single Handle Upper Control
- Telescopic/Articulating Aerial Device
- Compensated Articulating Arm
- Hydraulic Boom Extension
- Insulated, ANSI Category C, 46 kV and Below
- Continuous Rotation
- Platform, Single 1-Man 24 x 30 x 42 in (610 x 762 x 1067 mm)
- Hydraulic Platform Leveling
- Platform Capacity – 400 lb (181 kg) with 180° Rotator
- Full Pressure, Open Center Hydraulic System
- Emergency Stop Valves at Upper and Lower Control Stations
- Tool Circuit at Platform
- Back-up Alarm
- Outrigger Motion Alarm and Outrigger Interlocks

## OPTIONS

- ISO-Boom offering Category C Isolation w/Boom Retracted (AT41M/P Only, Not Required on AT48M/P)
- Altec ARM Jib offering Jib Capacities to 1100 lb (499 kg)
- Side Mount Jib offering Capacities to 1000 lb (454 kg) for AT41/48M
- 1-Man Side Mounted Platform w/90° Platform Rotation and 400 lb (181 kg) capacity (AT41/48M Only)
- 2-Man End Mounted Platform with 180° Platform Rotation and up to 600 lb (272 kg) capacity
- 24" Platform Elevator
- Lighting Package for Platform Controls
- Engine Start/Stop
- Manual Throttle Control
- Phase Lifting Jib Attachment and Accessories
- Attachment for Removal of ARM Jib

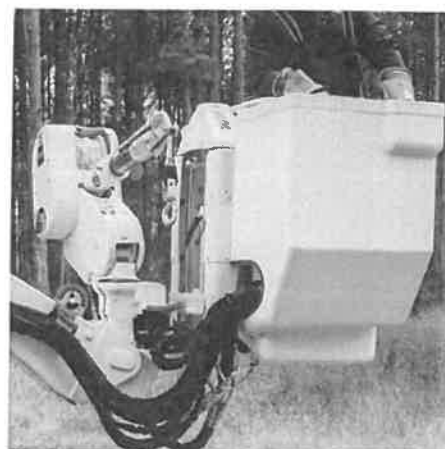
Recommended safety features on this unit include a platform liner, fall protection system, wheel chocks and outrigger pads.

## CONFIGURATIONS

SPECIFICATIONS

	AT37M/P	AT41M/P	AT48M/P
Ground to Bottom of Platform	37.1 ft (11.31 m)	40.8 ft (12.45 m)	47.5 ft (14.48 m)
@ Reach From Centerline	6.9 ft (2.11 m)	7.3 ft (2.21 m)	8.7 ft (2.64 m)
Maximum Side Reach:			
End-Mount	26.3 ft (8.02 m)	36.1 ft (9.16 m)	41.2 ft (9.51 m)
@ Platform Height	17.3 ft (5.27 m)	17.3 ft (5.27 m)	21.9 ft (6.67 m)
Stowed Travel Height*	10.7 ft (3.26 m)	10.7 ft (3.26 m)	10.7 ft (3.26 m)
Platform Capacity	400 lbs (181 kg)	400 lbs (181 kg)	400 lbs (181 kg)
Lower Boom Articulation	-25 to 85°	-25 to 85°	-25 to 85°
Articulating Arm Articulation	-3 to 82°	-3 to 82°	-3 to 82°
Rotation	Continuous	Continuous	Continuous

\*Based on a 40 in (1015 mm) chassis frame height.  
ANSI A92.2-2015 Compliant



24" PLATFORM ELEVATOR OPTIMIZES OPERATOR REACH WITHIN WORK ZONE

### General Specifications Key:

The Letter 'M' in the Model Name Indicates the Material Handling Configuration.  
The Letter 'P' in the Model Name Indicates the Personnel Configuration.

### ALLOWS EASY ACCESS TO PLATFORM FROM GROUND



### LIGHTING PACKAGE TO OPTIMIZE VISION/SAFETY FOR NIGHT VISION WORK



### JIB ROTATION RELEASE LEVER PROVIDES EASY PINNING OF ARM JIB



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**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Trevor Henry, Project Manager  
**Co-Submitter:** Bret Petersen  
**Date:** 03/12/2019  
**Meeting Date:** 03/19/2019



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**TITLE:**

**Consideration and Approval of Contract:**

Approve the Professional Services Contract with Beta Public Relations, LLC in the amount of \$54,978.88 for the Rio de Flag Flood Control Project Public Outreach Campaign.

**STAFF RECOMMENDED ACTION:**

1. Approve the Professional Services Contract with Beta Public Relations, LLC in the amount of \$54,978.88 and a contract time frame of 1,095 calendar days; and
2. Authorize the City Manager to execute the necessary documents.

**Executive Summary:**

The Professional Services Contract with Beta Public Relations, LLC (Beta PR) will authorize an agreement for a Rio de Flag Flood Control Project (Rio de Flag) Public Outreach Campaign (Campaign). The Campaign will provide strategic public communications over a 36-month period, produce project promotional items and outreach, facilitate public meetings, and provide website and social media support including regular updates.

**Financial Impact:**

The Rio de Flag Project is funded by City Stormwater Funds in FY19 in the amount of \$3,283,052.00.

**Policy Impact:**

No impact.

**Connection to Council Goal, Regional Plan and/or Team Flagstaff Strategic Plan:**

**Council Goal 2017 – 2019 - Transportation and Other Public Infrastructure**

Deliver quality community assets and continue to advocate and implement a highly performing multi-modal transportation system.

**Council Goal 2017 – 2019 - Environmental and Natural Resources**

Actively manage and protect all environmental and natural resources.

**Regional Plan – Policy WR 5**



Manage watersheds and stormwater to address flooding concerns, water quality, environmental protection and rainwater harvesting.

### **Team Flagstaff Strategic Plan – Priority 3**

Deliver outstanding services through a healthy environment, resources, and infrastructure.

### **Has There Been Previous Council Decision on This:**

The Rio de Flag project has been before various City Councils for updates within the last 14 years. Council has acted on executing the original Project Cooperation Agreement between the City and the U.S. Army Corps of Engineers, approving concurrent fiscal year budgets and consulting service contracts.

### **Options and Alternatives:**

1. Approve the Professional Services Contract as recommended. Approval will allow Beta Pr to initiate the Rio de Flag Public Outreach Campaign; or
2. Reject the award and provide additional direction to staff. This option would delay the outreach effort.

### **Background/History:**

The Rio de Flag project has been an ongoing joint venture between the City of Flagstaff and the U.S. Army Corps of Engineers. The Rio de Flag project is intended to mitigate potential flood damage within three reaches of the Rio de Flag and to facilitate redevelopment in the Central Business District, Townsite Neighborhood, Plaza Vieja Neighborhood, and the Southside Neighborhood.

### **Key Considerations:**

On September 12, 2018, Purchasing posted a Request for Statement of Qualifications solicitation for Professional Services Contract on the PlanetBids website, and published an advertisement for the solicitation in the Arizona Daily Sun on September 16 and 23, 2018. On October 5, 2018, the City received one Statement of Qualifications (SOQ) from a Public Relations firm (Beta Public Relations, LLC.). A five-member selection committee reviewed and evaluated the firm's SOQ for their qualifications, expertise, knowledge, experience and service strategies as it related to the Rio de Flag Public Outreach. Based upon the numerical scoring of the SOQ, the evaluation committee determined to recommend contract award to Beta Public Relations, LLC. City staff negotiated a final scope of work and fee schedule with Beta Public Relations, LLC., and is bringing to the Council for approval.

### **Expanded Financial Considerations:**

N/A

### **Community Benefits and Considerations:**

The Rio de Flag Public Outreach effort will inform and engage the citizens of Flagstaff. The outreach will help the community understand the significance of completing the flood control effort and to understand the adverse effects of major flooding if the project is not completed. The public outreach will also provide a means for the community to see the proposed alignment, the estimated cost, the current design, and the opportunity to provide comments.

### **Community Involvement:**

N/A



**Expanded Options and Alternatives:**

1. Approve the Professional Services Contract as recommended. Approval of the award will allow Beta Pr to initiate the Rio de Flag Public Outreach Campaign; or
2. Reject the award and provide additional direction to staff. This option would delay the outreach effort.

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**Attachments:**     Professional Services Contract  
                         Contract Exhibit A - Scope & Fee  
                         Vicinity Map



## CONTRACT FOR PROFESSIONAL SERVICES

Contract No. \_\_\_\_\_

This Contract is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City"), and Beta Public Relations, LLC ("Contractor").

WHEREAS, the City of Flagstaff desires to receive and Contractor is able to provide professional services; and

NOW THEREFORE, in consideration for the mutual promises contained herein, the City and Contractor (the "parties") agree as follows:

### SERVICES

1. Scope of Work: Contractor shall provide the professional services generally described as follows:

#### **RIO DE FLAG FLOOD CONTROL PROJECT – PUBLIC OUTREACH CAMPAIGN**

and as more specifically described in the scope of work attached hereto as Exhibit A.

2. Schedule of Services: Contractor shall perform all work per the schedule set forth in Exhibit A.
3. Standard Terms and Conditions: The City of Flagstaff Standard Terms and Conditions, attached hereto as Exhibit B are hereby incorporated by reference and shall apply to performance of this Contract, except to the extent modified in Exhibit A.
4. Key Personnel/Subcontractors: Contractor's Key Personnel, Subcontractors (if any), and contact information are designated in Exhibit A. Key Personnel are those employees whose license number and signature will be placed on key documents and those employees who have significant responsibilities for completion of the services. The City Representative for this contract has the right to approve any proposed substitution of Key Personnel or Subcontractors.

### CITY RESPONSIBILITIES

5. City Representative: The City Representative is Bret Petersen, Capital Improvements Engineer or his/her designee. All communications to the City shall be through the City Representative. City Representative is responsible for bringing any request for a contract amendment or price adjustment to the attention of the City Buyer.
6. City Cooperation: City will cooperate with Contractor by placing at its disposal all available information concerning the City, City property, or the City project reasonably necessary for Contractor's performance of this Contract.

### CONTRACT TERM

7. Contract Term: The Contract shall be effective as of the date signed by both parties. Performance shall commence within ten (10) days from the City's issuance of the Notice to Proceed, and shall be completed in one thousand ninety-five (1,095) calendar days consistent with the Schedule of Services.



8. Renewal: This Contract may be renewed for up to one (1) additional three (3) year term by mutual written consent of the parties. The City Manager or his designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.
9. Termination: This Contract may be terminated pursuant to the Standard Terms and Conditions attached hereto.

#### PAYMENT

10. Compensation: Contractor shall be paid \$54,978.88 for satisfactory performance of the work, in accordance with the Compensation Schedule attached hereto as part of Exhibit A.
11. Price Adjustment: If price adjustments are permitted (see Exhibit A), any price adjustment must be approved by the City in writing as a formal Contract Amendment. The City Council must approve the price adjustment if the annual contract price exceeds \$50,000; otherwise the City Manager or his designee (the Purchasing Director) shall have authority to approve a price adjustment on behalf of the City.

#### DATA AND RECORDS

12. City Ownership of Document and Data: Any original documents prepared or collected by Contractor in performance of this Contract such as models, samples, reports, test plans, survey results, graphics, tables, charts, plans, maps, specifications, surveys, computations and other data shall be the property of City ("City's work product"), unless otherwise agreed by the parties in writing. Contractor agrees that all materials prepared under this Contract are "works for hire" within the meaning of the copyright laws of the United States and hereby assigns to the City all rights and interests Contractor may have in the materials it prepares under this Contract, including any right to derivative use of the material.
13. Re-Use: City may use City's work product without further compensation to Contractor; provided, however, City's reuse without written verification or adaption by Contractor for purposes other than contemplated herein is at City's sole risk and without liability to Contractor. Contractor shall not engage in any conflict of interest nor appropriate any portion of City's work product for the benefit of Contractor or any third parties without City's prior written consent.
14. Delivery of Document and Data: Upon termination of this Contract in whole or part, or upon expiration if not previously terminated, Contractor shall immediately deliver to City copies all of City's work product and any other documents and data accumulated by Contractor in performance of this Contract, whether complete or in process.



MISCELLANEOUS

15. Notice: Any notice concerning this Contract shall be in writing and sent by certified mail and email as follows:

To the City:

Bret Petersen  
Capital Improvements Engineer  
City of Flagstaff  
211 W. Aspen Ave.  
Flagstaff, AZ 86001  
thenry@flagstaffaz.gov  
Phone (928) 213-2684

To Contractor:

Bryce Snyder  
Principal  
Beta Public Relations  
498 South River Run, Suite 104  
Flagstaff, AZ 86001

With a copy to:

Patrick Brown, C.P.M. CPPB  
Purchasing Manager  
211 W. Aspen Ave.  
Flagstaff, AZ 86001  
pbrown@flagstaffaz.gov

With a copy to:

16. Authority. Each party warrants that it has authority to enter into this Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into this Contract.

CONTRACTOR

\_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

CITY OF FLAGSTAFF

\_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk



Approved as to form:

\_\_\_\_\_  
City Attorney's Office

Notice to Proceed issued: \_\_\_\_\_, 20\_\_



**EXHIBIT A**  
**SCOPE OF WORK**



**EXHIBIT B**  
**CITY OF FLAGSTAFF STANDARD TERMS AND CONDITIONS**

**IN GENERAL**

1. **NOTICE TO PROCEED:** Contractor shall not commence performance until after City has issued a Notice to Proceed.
2. **LICENSES AND PERMITS:** Contractor its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract, and provide copies to City upon request.
3. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of this Contract.
4. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, this Contract is non-exclusive and the City reserves the right to contract with others for materials or services.
5. **SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity, shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

**MATERIALS**

6. **PURCHASE ORDERS:** The City will issue a purchase order for the materials covered by the Contract, and such order will reference the Contract number.
7. **QUALITY:** Contractor warrants that all materials supplied under this Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials, and will be safe and appropriate for use as normally used. City's inspection, testing, acceptance or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.
8. **ACCEPTANCE:** All materials and services provided by Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.
9. **MANUFACTURER'S WARRANTIES:** Contractor shall deliver all Manufacturer's Warranties to City upon City's acceptance of the materials.
10. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.
11. **TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery, and the City has completed



inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.

12. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.
13. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor and may not substitute nonconforming materials, or services. Delivery of nonconforming materials, and/or services, or a default of any nature, at the option of the City, shall constitute shall deliver conforming materials, or services, in each installment or lot of the contract a breach of the contract as a whole.
14. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.
15. **LIENS:** All materials and other deliverables supplied to the City shall be free of all liens other than the security interest held by Contractor until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.
16. **CHANGES IN ORDERS:** The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

## **PAYMENT**

17. **INVOICES:** A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number, and dates when goods were shipped or work performed. Invoices shall be sent within 30 days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.
18. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.
19. **TAXES:** Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of this Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

Exception: The City will pay any taxes which are specifically identified as a line item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and approved by



the City as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.

20. **FEDERAL EXCISE TAXES:** The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.
21. **FUEL CHARGES:** Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by City.
22. **DISCOUNTS:** If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials and/or materials were received by City.
23. **AMOUNTS DUE TO THE CITY:** Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to City or fees and charges owed to City under this Contract.
24. **OFAC:** No City payments may be made to any person in violation of Office of Foreign Assets Control regulations, 31 C.F.R. Part 501.

## **SERVICES**

25. **INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.
26. **CONTROL:** Contractor shall be responsible for the control of the worksite.
27. **WORK SITE:** Contractor shall inspect the worksite and notify the City in writing of any deficiencies or needs prior to commencing work.
28. **SAFEGUARDING PROPERTY:** Contractor shall responsible for any damage to real property of the City or adjacent property in performance of the work and safeguard the worksite.
29. **QUALITY:** All work shall be of good quality and free of defects, performed in a diligent and professional manner.
30. **ACCEPTANCE:** If work is rejected by the City due to noncompliance with the Contract, The City, after notifying Contractor in writing, may require Contractor to correct the deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.
31. **WARRANTY:** Contractor warrants all work for a period of one (1) year following final acceptance by the City. Upon receipt of written notice from the City, Contractor at its own expense shall promptly correct work rejected as defective or as failing to conform to the Contract, whether observed before or after acceptance, and whether or not fabricated, installed or completed by Contractor, and shall bear all costs of correction. If Contractor does not correct deficiencies within a reasonable time specified in the written notice from the City, the City may perform the work and Contractor shall be liable for the costs. This one-year warranty is in addition to, and does not limit



Contractor's other obligations herein. This warranty shall survive termination or expiration of the Contract.

#### **INSPECTION, RECORDS, ADMINISTRATION**

- 32. **RECORDS:** The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five (5) years after completion of the Contract.
- 33. **RIGHT TO INSPECT BUSINESS:** The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.
- 34. **PUBLIC RECORDS:** This Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law, A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.
- 35. **CONTRACT ADMINISTRATION:** Contractor will be required to participate in the City's Contract Administration Process. Contractor will be closely monitored for contract compliance and will be required to promptly correct any deficiencies.

#### **INDEMNIFICATION, INSURANCE**

- 36. **GENERAL INDEMNIFICATION:** Contractor shall indemnify, defend and hold harmless the City, its council, boards and commissions, officers, employees from all losses, claims, suits, payments and judgments, demands, expenses, attorney's fees or actions of any kind resulting from personal injury to any person, including employees, subcontractors or agents of Contractor or damages to any property arising or alleged to have arisen out of the negligent performance of the Contract, except any such injury or damages arising out of the sole negligence of the City, its officers, agents or employees. This indemnification provision shall survive termination or expiration of the Contract. This indemnification clause shall not apply, if a different indemnification clause is included in the City's Specific Terms and Conditions.
- 37. **INSURANCE:** Contractor shall maintain all insurance coverage required by the City, including public liability and worker's compensation.
- 38. **INTELLECTUAL PROPERTY INDEMNIFICATION:** Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other proprietary rights of any third parties arising out of contract performance or use by the City of materials furnished or work performed under this Contract. Contractor shall promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City and its agents for alleged infringement, or alleged unfair competition resulting from similarity in design, trademark or appearance of goods, and indemnify the City against any and all expenses, losses, royalties, profits and damages, attorneys fees and costs resulting from such proceedings or settlement thereof. This indemnification shall survive termination or expiration of the Contract.

#### **CONTRACT CHANGES**

- 39. **PRICE INCREASES:** Except as expressly provided for in the Contract, no price increases will be approved.



40. **COMPLETE AGREEMENT:** The Contract is intended to be the complete and final agreement of the parties.
41. **AMENDMENTS:** This Contract may be amended by written agreement of the parties.
42. **SEVERABILITY:** If any term or provision of this Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted, and the remainder of this Contract shall remain in full force and effect.
43. **NO WAIVER:** Each party has the right insist upon strict performance of the Contract, and the prior failure of a party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.
44. **ASSIGNMENT:** This Contract may be assigned by Contractor with prior written consent of the City, which will not be unreasonably withheld. Any assignment without such consent shall be null and void. Unless expressly provided for in a separately executed Consent to Assignment, no assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to City. The Purchasing Director shall have authority to consent to an assignment on behalf of City.
45. **BINDING EFFECT:** This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns.

#### **EMPLOYEES AND SUBCONTRACTORS**

46. **SUBCONTRACTING:** Contractor may subcontract work in whole or in part with the City's advance written consent. City reserves the right to withhold consent if subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.
47. **NONDISCRIMINATION:** Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, familial status and represents and warrants that it complies with all applicable federal, state and local laws and executive orders regarding employment. In addition any Contractor located within City of Flagstaff limits shall comply with the City Code, Chapter 14-02 Civil Rights which also prohibits discrimination based on sexual orientation, or gender identity or expression.
48. **DRUG FREE WORKPLACE:** The City has adopted a Drug Free Workplace policy 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 personnel shall abstain from use or possession of illegal drugs while engaged in performance of this Contract.
49. **IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all State and Federal Immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty"). A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole



discretion of the City. The City retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on this Contract to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed. Neither Contractor nor any subcontractor shall 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).

## **DEFAULT AND TERMINATION**

- 50. TERMINATION FOR DEFAULT:** Prior to terminating this Contract for a material breach, the non-defaulting party shall give the defaulting party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches the non-defaulting party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the parties may execute all remedies available at law in addition Contract remedies provided for herein.
- 51. CITY REMEDIES:** In the event of Contractor's default, City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.
- 52. CONTRACTOR REMEDIES:** In the event of City's default, Contractor may pursue all remedies available at law, except as provided for herein.
- 53. SPECIAL DAMAGES:** In the event of default, neither party shall be liable for incidental, special, or consequential damages.
- 54. TERMINATION FOR NONAPPROPRIATION OF FUNDS:** The City may terminate all or a portion of this Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.
- 55. TERMINATION FOR CONVENIENCE:** Unless expressly provided for otherwise in the Contract, this Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If this Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by City before the effective date of termination.
- 56. TERMINATION DUE TO INSOLVENCY:** If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate this Contract, and Contractor is deemed in default, at any time if the Contractor 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 ability to perform under the Contract.

- 57. **PAYMENT UPON TERMINATION:** Upon termination of this Contract, City will pay Contractor for satisfactory performance up until the effective date of termination. City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.
- 58. **CANCELLATION FOR GRATUITIES:** The City may cancel this Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant ("Gratuities") in connection with award or performance of the Contract.
- 59. **CANCELLATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511):** The City may cancel this Contract within three (3) years after its execution, without penalty or further liability to Contractor.

#### **MISCELLANEOUS**

- 60. **ADVERTISING:** Contractor shall not advertise or publish information concerning its Contract with City, without the prior written consent of the City.
- 61. **NOTICES:** All notices given pursuant to this Contract shall be delivered at the addresses as specified in the Contract, or updated by Notice to the other party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four (4) days after being sent; (c) or sent by overnight courier, with receipt deemed effective two (2) days after being sent. Notice may be sent by email as a secondary form of notice.
- 62. **THIRD PARTY BENEFICIARIES:** This Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.
- 63. **GOVERNING LAW:** This Contract shall be construed in accordance with the laws of Arizona.
- 64. **FORUM:** In the event of litigation relating to this Contract, any action at law or in equity shall be filed in Coconino County, Arizona.
- 65. **ATTORNEYS FEES:** If any action at law or in equity is necessary to enforce the terms of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, professional fees and expenses.



**February 20, 2019**

Mr. Bret Petersen  
City of Flagstaff - Engineering  
211 West Aspen Avenue  
Flagstaff, Arizona 86001

Submitted via e-mail to [bpetersen@flagstaffaz.gov](mailto:bpetersen@flagstaffaz.gov)

**Re: Rio de Flag Flood Control Project Public Outreach Campaign – Scope and Fee for Public Involvement Services**

Mr. Petersen:

Beta Public Relations (BetaPr) respectfully submits this Public Involvement Services quote for the City of Flagstaff's (City) Rio de Flag Flood Control Project Public Outreach Campaign. The City, in partnership with the Army Corps of Engineers, are finalizing the design plans which include flood control channel improvements along 1.6 miles of the Rio de Flag. Once complete, the improvements will reduce the potential for future property damage and economic loss caused by a significant flood event.

Due to the eventual benefits and potential impacts to area stakeholders, public involvement is critical for managing perception of the project. Tasks associated with the Public Outreach Campaign, including estimated cost to complete each task, are outlined below and in the attached 36-month schedule.

Scope of Work	Estimated Cost
<b>Task 1 – Project Branding and Identity</b> BetaPr will design a project-specific logo and identity to be utilized throughout all developed materials.	\$740.00
<b>Task 2 – Property Owner Notification Flier Design and Production</b> BetaPr will design and produce a notification flier to invite property owners to a kick-off meeting.	\$760.00
<b>Task 3 – Property Owner Notification Flier Mailing</b> BetaPr will mail the notification flier directly to property owner's mailboxes inviting them to the project kick-off meeting. The mailer will include the meeting location, date and time and a Right of Entry (ROE) Permit, requesting signature, with a self-addressed stamped envelope enclosed. Property owner's addresses to be provided by the City.	\$400.00
<b>Task 4 – Door to Door Outreach with Property Owners</b> BetaPr will support City staff in hand-delivering the notification flier to approximately 40 property owners. The door to door effort will provide an opportunity to meet key stakeholders and personally invite them to the kick-off meeting. This meeting is to develop open lines of communication and help property owners stay informed as the project moves into construction.	\$1,680.00



<p><b>Task 5 – Property Owner Meeting Facilitation</b></p> <p>BetaPr will promote and facilitate a kick-off meeting for property owners who require real estate acquisition as part of the channel improvements. Facilitation includes development and production of meeting materials, assisting with presentations, and meeting set-up and take-down. The meeting will provide an opportunity for property owners to learn more about the project and sign the City's ROE permits. A meeting summary report will be provided upon completion.</p>	\$1,360.00
<p><b>Task 6 – Public Meeting Facilitation</b></p> <p>BetaPr will promote and facilitate four public meetings. Facilitation includes development and production of meeting materials, assisting with presentations, and meeting set-up and take-down. The first public meeting will introduce the 100% design plans, project benefits, and open lines of communication with the Flagstaff community. Three additional public meetings will occur as the project moves into construction. A meeting summary report will be provided at the completion of each meeting.</p>	\$4,900.00
<p><b>Task 7 – Public Meeting Notification Flier Design and Production</b></p> <p>To promote the public meetings, BetaPr will design and produce four separate notification fliers. The fliers will serve as meeting invitations, general project information pieces, and show how to opt in to project updates.</p>	\$2,200.00
<p><b>Task 8 – Public Meeting Notification Flier Bulk Mailing</b></p> <p>The notification fliers will be bulk mailed prior to each meeting. Flier distribution will fully saturate areas in and around the Upper, Lower, and Clay Wash Reach, including the Clay Wash Detention Basin.</p>	\$400.00
<p><b>Task 9 – Public Meeting Notification Flier Direct Mailing</b></p> <p>Fliers will be mailed directly to approximately 450 property owners immediately adjacent to the 1.6-mile project limits prior to each public meeting. Property owner's addresses will be generated from the Coconino County Assessor's website.</p>	\$990.00
<p><b>Task 10 – Door to Door Outreach to Stakeholders</b></p> <p>BetaPr will support City staff in hand-delivering the notification flier to businesses and residents along the project corridors. Outreach will occur prior to each of the four (4) public meetings, helping stakeholders stay informed as the project moves into construction.</p>	\$5,760.00
<p><b>Task 11 – Newspaper Advertisement Design and Publication</b></p> <p>BetaPr will design four newspaper advertisements to be published in the Flagstaff <i>Arizona Daily Sun</i>. In addition to the print ad, an electronic version will be designed for online use to invite interested parties to the public meetings, highlight project details, and provide information on how to learn more about the project.</p>	\$1,440.00



<b>Task 12 – Attend Periodic Progress Meetings</b> To coordinate the public outreach campaign, BetaPr will attend the project kickoff meeting with the Rio de Flag Project Team. Following the kickoff meeting, BetaPr will attend progress meetings throughout the duration of the project.	\$1,800.00
<b>Task 13 – Web Page Support</b> BetaPr will coordinate with the City's Public Information Officer for web page updates. Updates will be provided prior to each public meeting.	\$400.00
<b>Task 14 – City Council Updates</b> BetaPr will address Flagstaff City Council during regular open sessions with campaign updates, summary reports, schedules, and social media statistics.	\$1,200.00
<b>Task 15 – Press Releases and Social Media Support</b> BetaPr will develop a press release and generate copy for social media updates prior to each public meeting. Press releases and updates will be provided to the City's Public Information Officer to disseminate all media releases.	\$750.00
<b>Task 16 – Electronic Newsletter Releases and Database Management</b> An electronic newsletter will be designed and released to interested parties prior to each public meeting. An email database will be maintained throughout the project for future newsletter communications.	\$1,200.00
<b>Total Estimated Labor Expenses</b>	<b>\$25,980.00</b>

<b>Direct Expenses</b>	<b>Estimated Cost</b>
Printing and postage: Property owner meeting flier and self-addressed stamped envelope (direct mail) – 80 pieces* x \$1.00 each <i>* Property owner's addresses to be provided by the City.</i>	\$80.00
Printing and postage: Public meeting flier (bulk mail) – 27,776 pieces* x \$0.63 each <i>* Based on current USPS data to fully saturate project corridors and surrounding areas 4 times, totaling 5,968 residents and 976 business addresses.</i>	\$17,498.88
Printing and postage: Public meeting flier (direct mail) – 1,800 pieces* x \$1.00 each <i>* Includes 4 separate mailings to approximately 450 property owners immediately adjacent to the project limits. Property owner's addresses will be generated from the Coconino County Assessor's website.</i>	\$1,800.00
Printing: Additional property owner and public meeting fliers – 2,350 pieces* x \$0.40 each <i>* Includes door to door distribution, for use at public meetings, and supplying copies to the project team for other miscellaneous distribution.</i>	\$940.00
Public meeting exhibits – Renderings prepared by WLB Group, Inc. <i>* Includes 2 Upper Reach cross sections, plan view location map, and 2 review meetings with Engineer.</i>	\$4,000.00

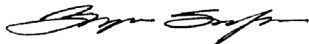


Newspaper advertising – 4 quarter-page print/online ads x \$900.00 each	\$3,600.00
Electronic newsletter subscription – \$30 per month x 36 months	\$1,080.00
<b>Total Estimated Direct Expenses</b>	<b>\$28,998.88</b>

**Total Estimated Project Cost    \$54,978.88**

Thank you for the opportunity to work on this project. If you have any questions regarding the scope of work, feel free to contact me at (928) 440-5080. We look forward to working with City of Flagstaff to provide effective public involvement support for the Rio de Flag Flood Control Project Public Outreach Campaign.

Sincerely,



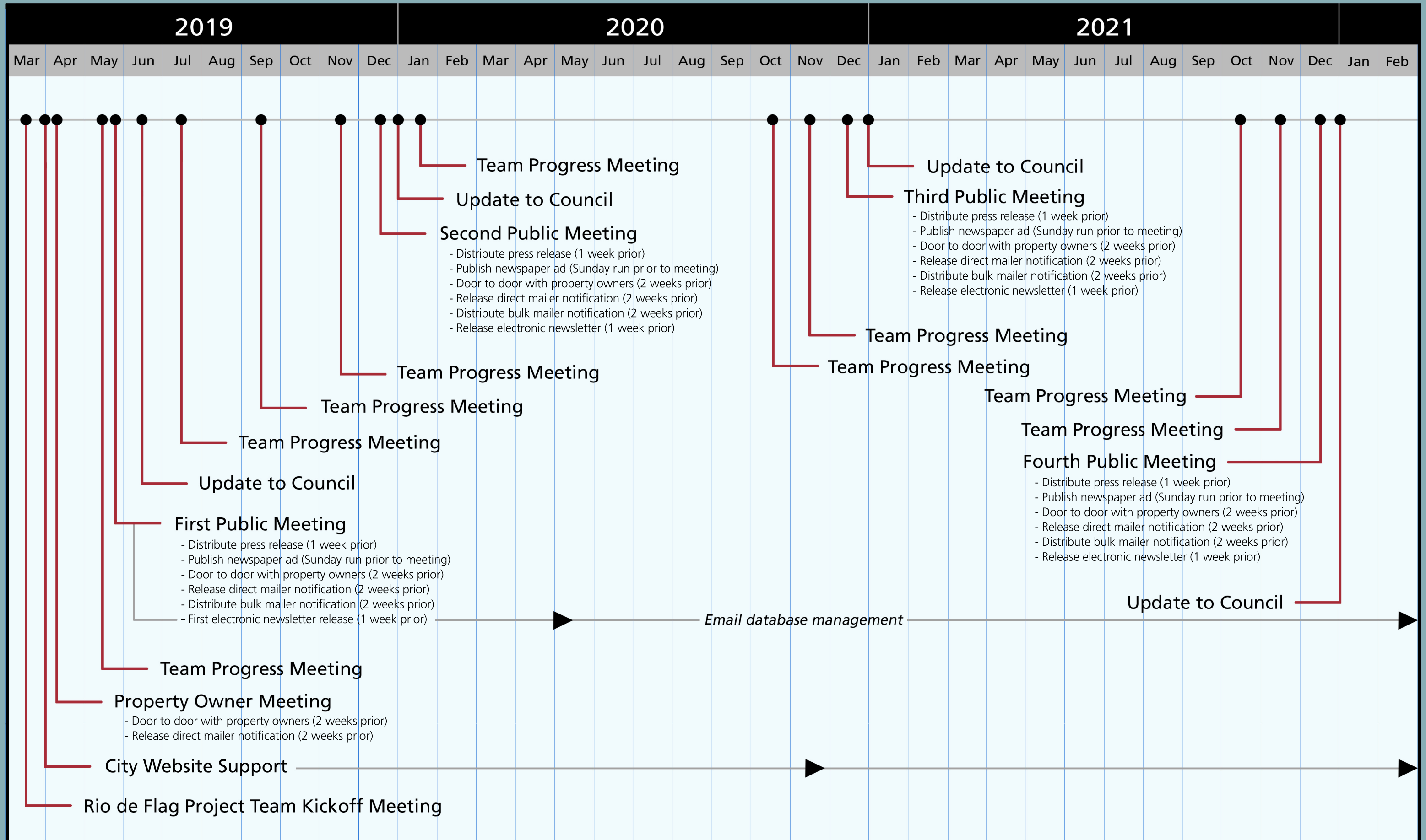
**Bryce Snyder**  
Principal  
**BetaPr**



## Rio de Flag Flood Control Project - Public Outreach Campaign Schedule



**beta Pr**

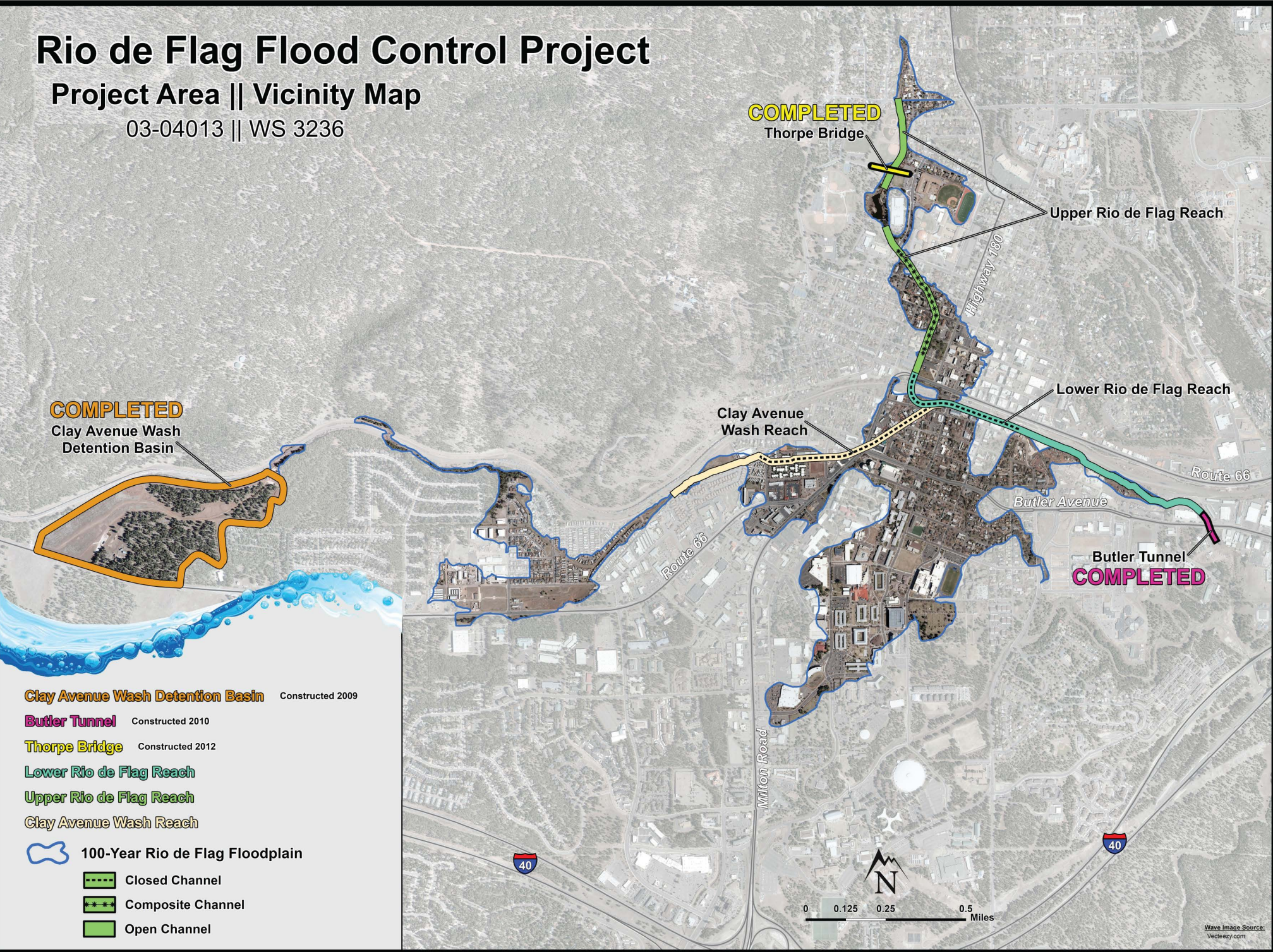




# Rio de Flag Flood Control Project

## Project Area || Vicinity Map

03-04013 || WS 3236





## CITY OF FLAGSTAFF STAFF SUMMARY REPORT

**To:** The Honorable Mayor and Council  
**From:** Charity Lee, Real Estate Manager  
**Co-Submitter:** Matthew Luhman-Senior Procurement Specialist  
**Date:** 03/12/2019  
**Meeting Date:** 03/19/2019



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### TITLE:

**Consideration and Acceptance:** Offer submitted by Woodshire on Butler, LLC regarding Solicitation No. 2019-67, without exceptions, for sale and development of approximately .74 acres of land located at 2989 E. Butler Avenue.

### STAFF RECOMMENDED ACTION:

Accept the offer submitted by Woodshire on Butler, LLC without exceptions, authorize Staff to negotiate a Purchase Agreement and Development Agreement including affordable housing obligations, for sale of approximately .74 acres of City property located at 2989 E. Butler Avenue, subject to Council approval of the final documents and adoption of an Ordinance to transfer the property.

### Executive Summary:

Staff had evaluated the City property at 2989 E. Butler Avenue and determined that due to the future roundabout, the development options for the property were very limited. The adjacent property owner had submitted plans to the City for the development of 40 bungalow homes on their parcel at 3001 E. Butler Avenue. Due to this adjacent development, staff realized a potential opportunity to sell the City property and request affordable units to be built on the site. Staff was directed by the prior Council to offer approximately .74 acres of City property at 2989 E. Butler Avenue for sale and development to include affordable housing units. The City property was advertised to the public at a minimum bid of \$130,000 plus 5 affordable units in Solicitation No. 2019-67 and closed on Thursday, February 21, 2019. One bid was received. The bid included exceptions, however per the solicitation document the City reserves the right to reject exceptions and the bidder is willing to withdraw its exceptions.

### Financial Impact:

The City will receive \$130,000 from the sale of approximately .74 acres of vacant land and will also receive 5 affordable housing units for the public.

### Policy Impact:

None

### Connection to Council Goal, Regional Plan and/or Team Flagstaff Strategic Plan:



## Affordable Housing

### **Has There Been Previous Council Decision on This:**

Executive Session regarding the possible Sale and Abandonment of City Property November 13, 2018.

### **Options and Alternatives:**

- Approve the bid submitted by Woodshire on Butler, LLC, and reject exceptions
- Do not approve the bid
- Post the property for bid without restrictions (market value based on appraisal)
- Do not sell and wait for the roundabout

### **Background/History:**

In an effort to further Council's goal of Affordable Housing, the City's Real Estate Staff has been evaluating all City parcels to determine if there are any sites suitable for development. Real Estate considered the City parcel at 2989 E. Butler Avenue and was informed by the City Engineering that there would be a future roundabout in that location and a majority of the parcel would be needed. Real Estate worked with Engineering and Planning to further evaluate the parcel to determine if there was any remaining portion of the parcel that could still be developed. Engineering determined that .74 acres of the 1.84 acres could be split off and sold. It was determined however that due to the future roundabout the development options for the parcel were very limited because access to the site would only be available off the future realigned Herold Ranch Road as a right in right out only after the construction of the roundabout (construction of roundabout TBD).

Meanwhile, the adjacent property owner had submitted plans to the City for the development of 40 bungalow homes on its parcel at 3001 E. Butler Avenue. Due to this adjacent development, Staff realized a potential opportunity to sell the remaining portion of the City parcel and request affordable units to be built on the site. Staff was directed by Council on November 13, 2018 to offer approximately .74 acres of City property at 2989 E. Butler Avenue for sale and development to include affordable housing units. This offer was open to the public and included the restriction that accesses to the parcel not be allowed off Butler Avenue. The City property was advertised at a minimum bid of \$130,000 plus 5 affordable units in Solicitation No. 2019-67 and closed on Thursday, February 21, 2019. One bid was received.

City parcel was acquired on April 14, 1970, from Ernest and Evelyn Chilson and recorded in document number 376 page 654. The property was acquired for the Butler Avenue Extension Project and Real Estate Proceeds were used to acquire the property.

### **Key Considerations:**

#### **Development Limitations to City Parcel:**

- Resource Protection Overlay needs to be considered in the development.
- Mixed use and high-density development NOT feasible per Planning staff due to the size of the parcel and access issues.
- Traffic would not recommend allowing access off Butler Avenue due to future roundabout.
- Currently no access off Herold Ranch Road (current road is not located adjacent to the property).
- Currently not developable as a stand alone parcel.
- Access would only be right in, right out on the future realigned Herold Ranch Rd.

### **Expanded Financial Considerations:**



**Estimated fair market value:** The City Real Estate Manager estimated the property value at \$175,000 which is about \$5.40 per square foot based on comparable sales in the area.

**Minimum Bid:** The City requested a minimum bid of \$130,000 for the property assuming 32,404 square feet or \$4.00 per square foot, plus the legal obligation to construct a minimum of five (5) permanently affordable ownership units (residential housing).

The City parcel is limited for development, due to the future roundabout, the size and access restrictions. There is an opportunity at this time for the City to sell the property and provide affordable housing units. This opportunity may not be available in the future which would result in loss of revenue and affordable housing.

**Community Benefits and Considerations:**

Affordable housing units

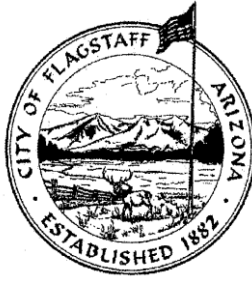
**Community Involvement:**

- Advertised Solicitation No. 2019-67 in the Arizona Daily Sun for three consecutive weeks
- Advertisement on City website and planet bids
- Notice to adjacent property owners
- Sign was placed on the property

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**Attachments:**     [Addendum 1](#)  
                              [Addendum 2](#)  
                              [Exhibit A-Legal Descriptions](#)  
                              [Map of Roundabout](#)  
                              [Woodshire Site Plan](#)  
                              [Presentation](#)  
                              [Offer from Woodshire](#)  
                              [Invitation for Bid-Solicitation No. 2019-67](#)





**City of Flagstaff  
Invitation for Bids (IFB)  
Purchase of Real Property  
#2019-67  
Addendum One**

**TO: ALL PROSPECTIVE BIDDERS**

Please be advised that the following changes are being made to IFB 2019-67, PURCHASE OF REAL PROPERTY - City property near Butler Avenue and Herold Ranch Road – for sale and development. This Addendum is hereby made part of the IFB documents in accordance with the following:

**IFB REVISIONS**

**THE IFB IS REVISED AS FOLLOWS:**

**PAGE 1, Paragraph 5 – RE: CITY PROPERTY FOR SALE**

**DELETE:** “The City is seeking to sell right of way owned by City. The right of way may be encumbered by easements. The City may require that property be sold at a minimum price. Adjacent property owners who bid on the property may be given the right of first refusal.”

**ADD:** “The City is seeking to sell land owned by City. The land may be encumbered by easements. The City may require that property be sold at a minimum price. Adjacent property owners who bid on the property may be given the right of first refusal.”

**PAGE 3, Paragraph 2 – RE: Property A**

**CORRECT APPROXIMATE ACERAGE TO:** “approximately 0.74 acres,”



## **IFB RELATED EMAIL QUESTIONS AND ANSWERS:**

**Q.** What is the Area Median Income?

**A.** The 2018 Area Median Income Limits for Flagstaff are shown in the following chart:

2018 Area Median Income Limits for Flagstaff

Household size	30%	50%	60%	80%	100%
1	\$14,700	\$24,500	\$29,400	\$39,200	\$52,600
2	\$16,800	\$28,000	\$33,600	\$44,800	\$60,100
3	\$20,780	\$31,500	\$37,800	\$50,400	\$67,600
4	\$25,100	\$35,000	\$42,000	\$56,000	\$75,100
5	\$29,420	\$37,800	\$45,360	\$60,500	\$81,100
6	\$33,740	\$40,600	\$48,720	\$65,000	\$87,100
7	\$38,060	\$43,400	\$52,080	\$69,450	\$93,100
8	\$42,380	\$46,200	\$55,440	\$73,950	\$99,100

Note: 30%, 50%, 80% and 100% income categories are provided by HUD. The 60% income category is provided by ADOH.

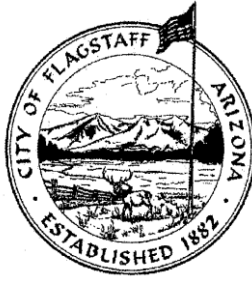
**Q.** What monthly payment does the 30% of monthly income equate to?

**A.** The payment will differ depending on the income that someone makes. The requirement is that the monthly payment cannot exceed 30% of a family's monthly income.

The balance of the IFB package shall remain the same. Respondents are to acknowledge receipt of this addendum directly on PlanetBids.

**End of Addendum No. 1**





**City of Flagstaff  
Invitation for Bids (IFB)  
Purchase of Real Property  
#2019-67  
Addendum Two**

**TO: ALL PROSPECTIVE BIDDERS**

Please be advised that the following changes are being made to IFB 2019-67, PURCHASE OF REAL PROPERTY - City property near Butler Avenue and Herold Ranch Road – for sale and development. This Addendum is hereby made part of the IFB documents in accordance with the following:

**IFB REVISIONS**

**THE IFB IS REVISED AS FOLLOWS:**

**Closing time on PlanetBids.com adjusted to Thursday, February 21, 2019 to correct time shown in the IFB document and the Public Advertisements of 3:00 PM Arizona Time (NOT 12:00 AM).**

The balance of the IFB package shall remain the same. Respondents are to acknowledge receipt of this addendum directly on PlanetBids.

**End of Addendum No. 2**



LEGAL DESCRIPTION  
EXHIBIT 'A'  
APN: 106-04-007B  
Ref No. #18245  
1-17-2019

A portion of that parcel of land as described in Instrument Number 3207467, Official Records of Coconino County (herein referred to as R1), lying within the northeast quarter of Section 23, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

**Parcel 1:**

Commencing at a the northeast corner of said Section 23, a found 2"x 2" metal plate set in concrete;

Thence along the east line of said Section 23, South 00°44'24" East, 706.41 feet (Basis of Bearing) to a found ½" rebar with yellow plastic cap stamped "RLS 11369" on the north Right-of-Way line of Butler Avenue as shown on Book 21 of Surveys, Page 25, Official Records of Coconino County (herein referred to as R2);

Thence South 00°37'35" East, 93.27 feet to a found ½" rebar with yellow plastic cap stamped "RLS 11369" on the south Right-of-Way line of Butler Avenue as shown on R2;

Thence along the east line of that parcel of land as shown on R2, South 00°44'14" East, 523.54 feet to a found 1.5" brass cap stamped "ARENCO RLS 4321" at the southeast corner of said parcel;

Thence along the south line of said parcel, South 88°43'33" West, 326.77 feet to a found ½" rebar with yellow plastic cap stamped "RLS 11369" at the southeast corner of that parcel of land as described in R1;

Thence along the south line of said parcel as described in R1, South 88°40'49" West, 216.15 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along said south line, South 88°40'49" West, 110.66 feet to a found ½" rebar with yellow plastic cap stamped "WILLDAN PE 10301" at the southwest corner of said parcel;

Thence along the west line of said parcel, North 00°32'50" West, 93.37 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 74.57 feet and being subtended by a chord which bears South 62°16'52" East, 11.88 feet;

Thence leaving said west line and southeasterly along said curve, 11.90 feet through a central angle of 9°08'27";



Thence South 58°15'33" East, 19.67 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 388.50 feet and being subtended by a chord which bears South 49°18'05" East 102.42 feet;

Thence southeasterly along said curve, 102.72 feet through a central angle of 15°08'55";

Thence South 39°04'21" East, 10.51 feet to the **TRUE POINT OF BEGINNING**;

Containing 5,854 square feet, or 0.134 Acres, more or less.

## **Parcel 2:**

Commencing at a the northeast corner of said Section 23, a found 2"x 2" metal plate set in concrete;

Thence along the east line of said Section 23, South 00°44'24" East, 706.41 feet (Basis of Bearing) to a found ½" rebar with yellow plastic cap stamped "RLS 11369" on the north Right-of-Way line of Butler Avenue as shown on Book 21 of Surveys, Page 25, Official Records of Coconino County (herein referred to as R2);

Thence South 00°37'35" East, 93.27 feet to a found ½" rebar with yellow plastic cap stamped "RLS 11369" on the south Right-of-Way line of Butler Avenue as shown on R2;

Thence along the east line of that parcel of land as shown on R2, South 00°44'14" East, 523.54 feet to a found 1.5" brass cap stamped "ARENCO RLS 4321" at the southeast corner of said parcel;

Thence along the south line of said parcel, South 88°43'33" West, 326.77 feet to a found ½" rebar with yellow plastic cap stamped "RLS 11369" at the southeast corner of that parcel of land as described in R1;

Thence along the south line of said parcel as described in R1, South 88°40'49" West, 100.63 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along said south line, South 88°40'49" West, 115.52 feet;

Thence North 39°04'21" West, 10.51 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 388.50 feet and being subtended by a chord which bears North 49°18'05" West 102.42 feet;

Thence northwesterly along said curve, 102.72 feet through a central angle of 15°08'55";

Thence North 58°15'33" West, 19.67 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 74.57 feet and being subtended by a chord which bears North 62°16'52" West 11.88 feet;



Thence northwesterly along said curve, 11.90 feet through a central angle of 9°08'27" to a point on the west line of said parcel;

Thence along said west line, North 00°32'50" West, 50.42 feet to a set ½" rebar with aluminum cap "RLS 48756" on the southerly Right-of-Way line of Butler Avenue as described in Docket 918, Page 572, Official Records of Coconino County;

Thence North 57°20'18" East, 359.20 feet to a set ½" rebar with aluminum cap stamped "RLS 48756" on the southerly Right-of-Way line of said Butler Avenue, said point being in common with a point on the northwesterly property line of that parcel of land as shown on R2.

Thence North 88°40'26" East, 21.88 feet to a found ½" rebar with aluminum cap stamped "LS 18548" at an angle point in the northwesterly property line of said parcel of land as shown on R2;

Thence along the west line of said parcel, South 00°39'43" East, 30.29 feet;

Thence leaving said west line, South 52°21'57" West, 17.99 feet;

Thence South 62°44'34" West, 20.31 feet;

Thence South 51°25'21" West, 1.30 feet to the beginning of a non-tangent curve concave to the northwest having a radius of 1169.67 feet and being subtended by a chord which bears South 52°48'05" West, 72.98 feet;

Thence southwesterly along said curve, 72.99 feet through a central angle of 3°34'31";

Thence South 49°09'35" West, 38.94 feet;

Thence South 41°07'19" West, 12.46 feet to the beginning of a non-tangent curve concave to the east having a radius of 31.06 feet and being subtended by a chord which bears South 16°49'28" West, 21.91 feet;

Thence southwesterly and southerly along said curve, 22.39 feet through a central angle of 41°18'32";

Thence South 03°49'48" East, 54.18 feet to the beginning of a non-tangent curve concave to the east having a radius of 424.97 feet and being subtended by a chord which bears South 14°21'56" East 118.06 feet;

Thence southerly along said curve, 118.45 feet through a central angle of 15°58'09";

Thence South 22°15'26" East, 14.24 feet to the **TRUE POINT OF BEGINNING**;

Containing 41,256 square feet, or 0.947 Acres, more or less.



**Parcel 3:**

Commencing at the northeast corner of said Section 23, a found 2"x 2" metal plate set in concrete;

Thence along the east line of said Section 23, South 00°44'24" East, 706.41 feet (Basis of Bearing) to a found ½" rebar with yellow plastic cap stamped "RLS 11369" on the north Right-of-Way line of Butler Avenue as shown on Book 21 of Surveys, Page 25, Official Records of Coconino County (herein referred to as R2);

Thence South 00°37'35" East, 93.27 feet to a found ½" rebar with yellow plastic cap stamped "RLS 11369" on the south Right-of-Way line of Butler Avenue as shown on R2;

Thence along the east line of that parcel of land as shown on R2, South 00°44'14" East, 523.54 feet to a found 1.5" brass cap stamped "ARENCO RLS 4321" at the southeast corner of said parcel;

Thence along the south line of said parcel, South 88°43'33" West, 326.77 feet to a found ½" rebar with yellow plastic cap stamped "RLS 11369" at the southeast corner of that parcel of land as described in R1 and the **TRUE POINT OF BEGINNING**;

Thence along the south line of said parcel as described in R1, South 88°40'49" West, 100.63 feet;

Thence leaving said south line, North 22°15'26" West, 14.24 feet to the beginning of a non-tangent curve concave to the east having a radius of 424.97 feet and being subtended by a chord which bears North 14°21'56" West 118.06 feet;

Thence northerly along said curve, 118.45 feet through a central angle of 15°58'09";

Thence North 03°49'48" West, 54.18 feet to the beginning of a tangent curve concave to the east, having a radius of 31.06 feet;

Thence northeasterly along said curve, 22.39 feet through a central angle of 41°18'32";

Thence North 41°07'19" East, 12.46 feet;

Thence North 49°09'35" East, 38.94 feet to the beginning of a non-tangent curve concave to the northwest having a radius of 1169.67 feet and being subtended by a chord which bears North 52°48'05" East 72.98 feet;

Thence northeasterly along said curve, 72.99 feet through a central angle of 3°34'31";

Thence North 51°25'21" East, 1.30 feet;

Thence North 62°44'34" East, 20.31 feet;



Thence North 52°21'57" East, 17.99 feet to a point on the west line of that parcel of land as shown on R2;

Thence along said west line, South 00°39'43" East, 300.35 feet to the **TRUE POINT OF BEGINNING**;

Containing 32,404 square feet, or 0.7439 Acres, more or less.

This legal description was prepared by Aaron D. Borling, RLS 48756,  
on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, AZ.

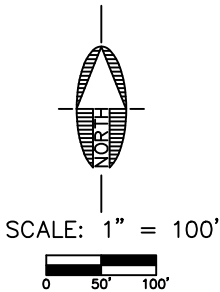




# EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE NORTHEAST QUARTER OF SECTION 23,  
TOWNSHIP 21 NORTH, RANGE 7 EAST  
GILA AND SALT RIVER MERIDIAN  
COCONINO COUNTY, ARIZONA

POINT OF  
COMMENCEMENT  
NE COR.  
SEC. 23



S 0°44'24" E 706.41'  
(BASIS OF BEARING)

'RLS 11369'

'RLS 11369'

APN: 106-04-006B

'RLS 11369'

APN:  
106-04-006C

'RLS 48756'

LS 18548

APN: 106-04-006C

N 0°40'53" W  
186.85'

SUBJECT PARCEL  
APN: 106-04-007B

PARCEL 3

PARCEL 2

PARCEL 1

APN:  
106-04-005B

L2  
C1  
L3

'PE 10301'

E. BUTLER AVE  
N 57°20'18" E 359.20'

L14  
C4  
L15

C5

L16

POB  
PARCEL 1

L17

POB  
PARCEL 2

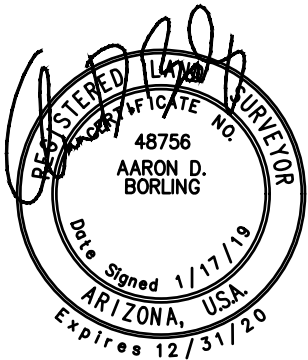
S 0°39'43" E 300.35'

'RLS 11369'

S 88°43'33" W 326.77'

'RLS 4321'

E 1/4 COR.  
SEC. 23

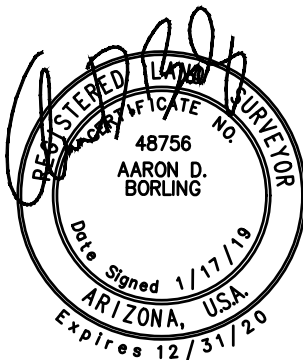




# EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE NORTHEAST QUARTER OF SECTION 23,  
TOWNSHIP 21 NORTH, RANGE 7 EAST  
GILA AND SALT RIVER MERIDIAN  
COCONINO COUNTY, ARIZONA

Curve Table						Parcel Line Table		
Curve #	Length	Radius	Delta	Chord Direction	Chord Length	Line #	Length	Direction
C1	11.90	74.57	9.14	S62° 16' 52"E	11.88	L1	110.66	S88° 40' 49"W
C2	102.72	388.50	15.15	S49° 18' 05"E	102.42	L2	93.37	N0° 32' 50"W
C3	72.99	1169.67	3.58	N52° 48' 05"E	72.98	L3	19.67	S58° 15' 33"E
C4	22.39	31.06	41.31	N16° 49' 28"E	21.91	L4	10.51	S39° 04' 21"E
C5	118.45	424.97	15.97	N14° 21' 56"W	118.06	L5	115.52	S88° 40' 49"W
						L6	50.42	N0° 32' 50"W
						L8	21.88	N88° 40' 26"E
						L9	30.29	S0° 39' 43"E
						L10	17.99	N52° 21' 57"E
						L11	20.31	N62° 44' 34"E
						L12	1.30	S51° 25' 21"W
						L13	38.94	S49° 09' 35"W
						L14	12.46	S41° 07' 19"W
						L15	54.18	S3° 49' 48"E
						L16	14.24	S22° 15' 26"E
						L17	100.63	S88° 40' 49"W
						L21	93.27	S0° 37' 35"E



Shephard & Associates, Inc.

110 W. Dale Avenue  
Flagstaff, AZ 86001  
928.773.0354  
928.774.8934 fax  
www.swiaz.com

JOB NO. 18245  
DATE JAN. '19  
SCALE AS SHOWN  
DRAWN TNO  
DESIGN  
CHECKED ADB

FLAGSTAFF  
ARIZONA

LEGAL EXHIBIT

SHEET

7

OF 7



APN#106-04-009E  
PEDRICK TRUST

APN#106-04-006B  
SIERRA VISTA

APN#106-04-007C  
SIERRA VISTA

APN#106-04-006C  
FLASH & THE BOYS

APPROXIMATELY  
.74 ACRES

BUTLER AVE

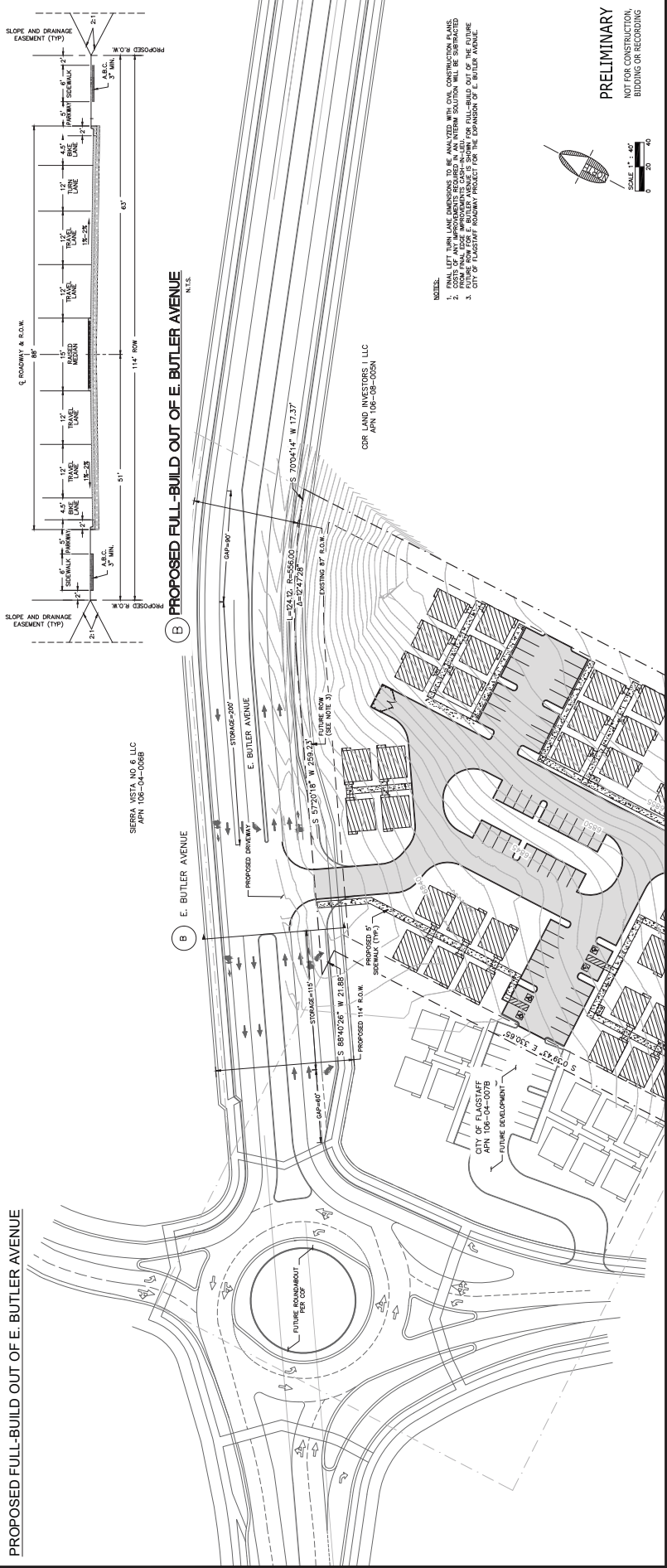
HEROLD RANCH RD

APN#106-04-005B  
LITTLE AMERICA HOTEL





PROPOSED FULL-BUILD OUT OF E. BUTLER AVENUE



1. FINAL LEFT TURN LANE DIMENSIONS TO BE ANALYZED WITH CIVIL CONSTRUCTION PLANS.
2. COSTS OF ANY IMPROVEMENTS REQUIRED IN AN INTERM SOLUTION WILL BE SUBTRACTED FROM FINAL EDGE IMPROVEMENTS CASH-IN-LIEU.
3. FUTURE ROW FOR E. BUTLER AVENUE IS SHOWN FOR FULL-BUILD OUT OF THE FUTURE CITY OF FLAGSTAFF ROADWAY PROJECT FOR THE EXPANSION OF E. BUTLER AVENUE.

PRELIMINARY  
NOT FOR CONSTRUCTION,  
BIDDING OR RECORDING

DRAWING NO.	SP02	SHT NO.	OF
		3	4

Call or at least two full working days before you begin excavation.

**ARIZONA 811**

Arizona One-Call System  
 1-800-531-8111 or 1-800-STAKE-11 (782-5318)

REVISIONS		
NO.	DESCRIPTION	DATE



110 W. Dale Avenue  
Flagstaff, AZ 86001  
928.773.0354  
928.774.8934 fax  
www.swi2.com

JOB NO:	17159
DATE:	OCT 18
SCALE:	AS SHOWN
DRAWN:	CNP
DESIGN:	CNP
CHECKED:	GEC

## ROADWAY IMPROVEMENTS

WOODSHIRE ON BUTLER



# Possible Sale of City Property and Development of Affordable Housing

Charity Lee-Real Estate Manger

March 19, 2019







# Background

## Real Estate Review

- All City parcels
- Determine if any properties were suitable for development
- Further Council's goal of Affordable Housing



2989 E. Butler Avenue







E Butler Ave

2989 E. Butler Avenue

E Butler Ave

S Herold Ranch Rd

S Herold Ranch Rd

Black Barts RV Park

Black Barts RV Park





# City Parcel-Off Butler Avenue

What is the plan for the parcel?

- Real Estate met with internal Staff
  - Engineering, Planning, Housing, Property and Development
  - Property to be used for future roundabout
  - Engineering determined that .74 acres of parcel could be sold or developed.



APN#106-04-009E  
PEDRICK TRUST

APN#106-04-006B  
SIERRA VISTA

APN#106-04-007C  
SIERRA VISTA

APN#106-04-006C  
FLASH & THE BOYS

APPROXIMATELY  
.74 ACRES

BUTLER AVE

FUTURE REALIGNED HEROLD RANCH ROAD

HEROLD RANCH RD

APN#106-04-005B  
LITTLE AMERICA HOTEL





# City Parcel-Off Butler Avenue

## Opportunity?

- Adjacent property owner submitted plans for development
- 40 bungalow style homes
- Estimated sales price under \$300,000



# Woodshire on Butler











# City Parcel-Off Butler Avenue

## Opportunity?

- Sell City parcel
  - Additional revenue
  - Affordable units(deed restricted) for the citizens of Flagstaff





# Solicitation No. 2019-67



- Staff directed by prior Council to advertise property for bid.
- Property value determined by comparable sales at \$175,000.
- City minimum bid \$130,000 plus at least 5 affordable units.
- Minimum bid determined to provide an incentive to develop affordable units.
- Each additional affordable unit would reduce the minimum bid by \$10,000.
- Offer contingent on Council approval of Purchase Agreement, Development Agreement and Ordinance to transfer the property.





# One Offer Received

## **Woodshire on Butler, LLC (developing adjacent property)**

- \$130,000 plus 5 affordable housing units.
- Final terms and details of the sale and affordable housing obligations to be determined in the Purchase Agreement and Development Agreement.



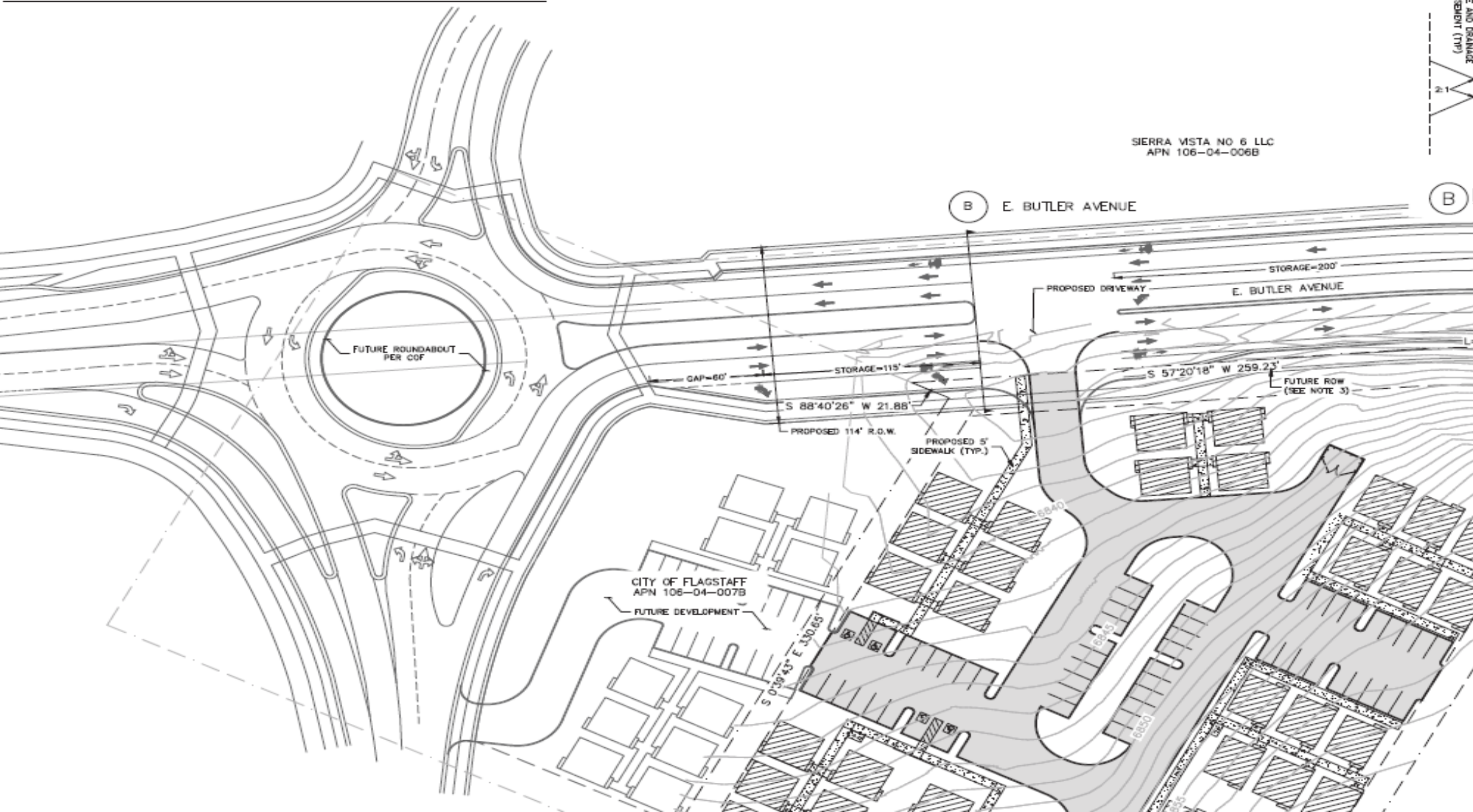
PROPOSED FULL-BUILD OUT OF E. BUTLER AVENUE

SLOPE AND DRAINAGE  
EXHIBENT (TYP)  
2:1

SIERRA VISTA NO 6 LLC  
APN 106-04-006B

(B) E. BUTLER AVENUE

(B) E







# Council Options

1. Accept the offer without exceptions and authorize Staff to negotiate a Purchase Agreement and Development Agreement including affordable housing obligations.
2. Reject offer
3. Advertise the property for bid with no affordable housing obligations (market value based on appraisal).
4. Do not sell and wait for the roundabout to be constructed.





# Next Steps

- If Council approves the offer, Staff will work to draft a Purchase Agreement and Development Agreement.
- The proposed Agreements and an Ordinance transferring the property will be presented in a future public council meeting for consideration and approval.





# Questions?



?



## OFFER (FORM)

TO THE CITY OF FLAGSTAFF:

The undersigned Bidder hereby offers to purchase real property in compliance with the Solicitation, including the Addenda, and as described in this offer made to the City.

REAL PROPERTY: 2989 E. Butler Avenue, Coconino County Assessor Parcel No. 106-04-007B, consistent of approximately .7439 acres or 32,404 square feet.

OFFER AMOUNT PER SQUARE FOOT (\$): 4.00 <sup>\$</sup> 130,000

(City requires a minimum bid of \$4.00/square foot or \$130,000, assuming the parcel is 32,404 square feet, plus five (5) affordable ownership units. If bidder is willing to provide more than five (5) units, each additional unit will be credited as \$10,000 toward the bid price. For example, if the bidder offers six (6) affordable units, \$10,000 will be added to the bidder's cash bid offer and counted toward the minimum bid.)

NUMBER OF AFFORDABLE OWNERSHIP UNITS TO BE PROVIDED: 5  
(City requires a minimum of 5 units)

ACCESS TO PROPERTY: WE OWN THE ADJOINING PARCEL  
(Please describe how Bidder intends to access the property being purchased. Legal right of access must be obtained prior to, or simultaneously with, close of escrow).

  
\_\_\_\_\_  
Signature of Person Authorized to Sign Offer

Philip V. Petersen  
\_\_\_\_\_  
Printed Name

Managing Member  
\_\_\_\_\_  
Title

2-18-19  
\_\_\_\_\_  
Date



## BIDDER QUESTIONNAIRE (FORM)

**Bidder:**

Company Name: Woodshire on Butler, LLC

Doing Business As (if different than above): \_\_\_\_\_

Address: 3550 N. Central Ave., #1101

City: Phoenix State: AZ Zip: 85012

Phone: 602-265-4400 Fax: 602-263-8078

E-Mail Address: jeff@brookfieldcommunities.com Website: brookfieldcommunities.com

Taxpayer Identification Number: \_\_\_\_\_

Mailing Address (if different than above):

Address: Same

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Bidder Contact for Questions about Offer:**

Name: Jeff Carlson Fax: 602-263-8078

Phone: 602 558 6069 E-Mail Address: jeff@brookfieldcommunities.com



## EXCEPTIONS (FORM)

**Notations.** Any strikeouts, notes or modifications to the Solicitation documents shall be initialed in ink by the authorized person who signs the offer. If notations are made, they must be submitted with your offer and are considered Exceptions.

**Exceptions:** In addition to any notations on the Solicitation documents, please identify and list any exceptions to the Solicitation, by section/paragraph, on this Exceptions Form. The City reserves the right to reject, accept or further negotiate Exceptions. Exceptions may render the offer non-responsive.

**Exceptions to Form of Contract:** You may request changes to the form of contract (including any Standard or Special Terms and Conditions) on the Exceptions Form. You may also submit your own form of contract. The City will consider these in the same manner as any other exceptions.

You must indicate any and all exceptions taken to the requirements, specifications, and/or terms and conditions of this Solicitation, including the contract.

**Exceptions (INITIAL ONE):**

☐ No exceptions

☒ Exceptions taken (describe). Attach additional pages if needed.



**Charity Lee**

---

**From:** jeff@brookfieldcommunities.com  
**Sent:** Saturday, March 2, 2019 9:51 AM  
**To:** Matthew Luhman  
**Cc:** 'Guillermo Cortes'; 'Phil'; jeff@brookfieldcommunities.com  
**Subject:** City owned parcel

Matt – thank you again for your input and coordination. Please consider this email as our withdrawal of the exceptions included with Brookfield’s bid. We look forward to working with you and the City. Guillermo (our engineer and copied above) will be submitting our concept plan this week and we will begin the process and we understand it is subject to City Council approving the sale.

As an aside, we want to respect the process and need direction from you as to our outreach to the city. For example, are we free to meet with Jennifer to further discuss affordable housing issues ?

Thank you.

Jeff Carlson  
(602) 558-6069



**Exceptions from Brookfield Communities – City property near Butler and Herold Road**

**(note some items are repeated below as they will need to be addressed in more than one document potentially)**

**Comments to Real Estate Purchase Agreement**

1. In order for us to meet the Affordable Housing mandate, we respectfully ask the City to reduce and/or eliminate processing fees associated with this City-owned Property, including plan review fees, water capacity fees, etc.
2. Buyer will not be obligated to construct any offsite improvements. Our improvements will be limited to the property that we actually acquire.
3. Our intended use of the property contemplates 10 units that are similar to our adjoining to be built community known as Woodshire on Butler. Enclosed is our conceptual plan for your review. Given the existing zoning, we believe that to secure entitlements, we will need to process a CUP. We typically acquire land once our entitlements are secured. As such, we request a closing date to be no more than 5 days following the completion of the entitlements associated with the City-owned Property.
4. The purchase agreement says the property is 32,670 sq ft but the bid package says it's 32,404. Please clarify.
5. The agreement should provide for the following conditions to Purchaser's obligation to close: (i) rezoning, if necessary (ii) Buyer's approval of the form of Development Agreement and Deed Restrictions, (iii) approval of the condition of title, and (iv) satisfactory acceptance of Buyer's feasibility / due diligence.
6. Time is of the essence as we are only interested in this parcel if it can be quickly merged with our existing plat that we are working on known as Woodshire on Butler.
7. Section 5—90 days to close – we need to discuss this as it relates to the time to satisfy our comments above.
8. Purchase requests that we add a concept of a 45-day feasibility period to complete our environmental and geotechnical studies, review of title, etc.
9. Section 7—can the City disclose and fix the amount associated with this reimbursement so there are no surprises.
10. Section 8 - the 15 days is not long enough time. See comment above regarding feasibility period.

**Comments to Deed Restriction**

1. The fourth recital – should say 5 units, not 20%
2. Paragraph 3 – we are in a rising cost environment and typically raise prices to offset cost pressure. We need to discuss this paragraph further with City representatives.
3. We request that we set a floor on the sales price of the 5 units to not be below our actual cost to produce the unit.
4. We would like to identify the location of the 5 units (spread over the entire 50 +/- units) and the Deed Restriction shall only impact those 5 units. We want to avoid any confusion or clouds on title for our units that are NOT in the Affordable Housing program.

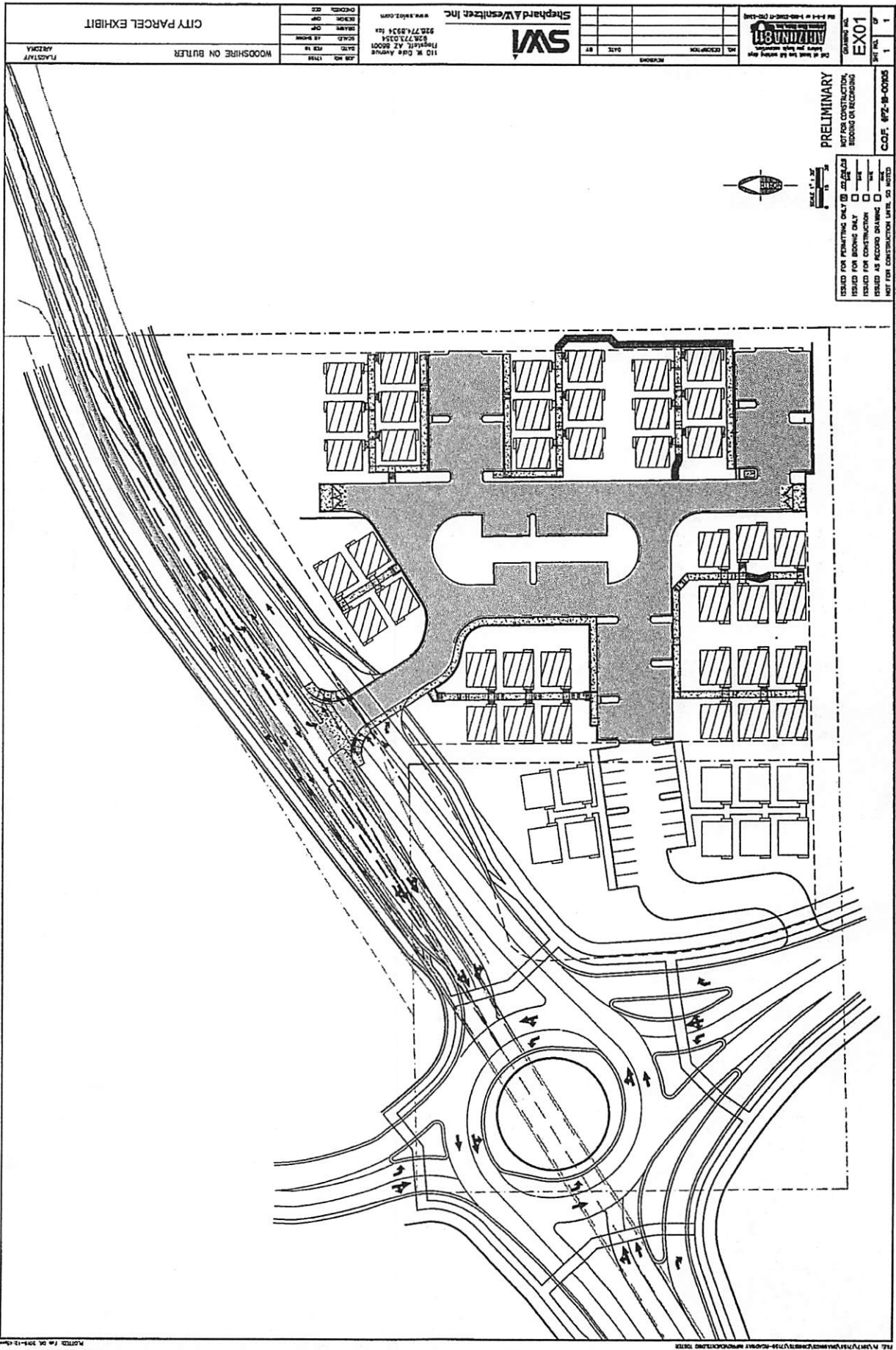


5. We ask for the City's help in identifying the Eligible Buyers for the 5 units. We need to avoid paying commissions on these units if at all possible.
6. The IFB mentions the requirement that the Developer must finance the cost of construction for the 5 units. Brookfield reserves the right to qualify the Eligible Buyer with a mortgage company that will provide a loan to cover the construction period and later convert to a permanent mortgage. Based on the income levels associated with the Affordable program we feel the normal way Brookfield sells homes can be achieved for these 5 units.

**Comments to Development Agreement**

1. In order for us to meet the Affordable Housing mandate, we respectfully ask the City to reduce and/or eliminate processing fees associated with this City-owned Property, including plan review fees, water capacity fees, etc.
2. We ask for the City's help in identifying Eligible Buyers for the 5 units. We need to avoid paying commissions on these units if at all possible.





**PRELIMINARY**  
 NOT FOR CONSTRUCTION  
 BEING ON RECORD  
 C.O.F. #12-18-0005

**ARIZONA**  
 State of Arizona  
 Department of Transportation

**SWI**  
 Shepherd & Associates, Inc.  
 110 W. Cade Avenue  
 Flagstaff, AZ 86001  
 920.774.8334  
 www.swi.com

**CITY PARCEL EXHIBIT**  
 WOODSHIRE ON BUTLER  
 FLAZZAR



## CONFIDENTIAL MATERIALS (FORM)

If you believe part of your offer is confidential, mark the page(s) "CONFIDENTIAL" and isolate the pages as an attachment to this form. Also include an explanation why they are confidential.

Requests to deem the entire offer as confidential will not be considered.

If you want confidential information returned to you after contract award (and you are not selected for contract award), then note this below. You will be responsible for pick up.

Generally, information submitted in response to a Solicitation is subject to disclosure pursuant to the Arizona Public Records Law after contract award.

The information identified as confidential shall not be disclosed until the City makes a written determination whether the information may be treated as confidential. If the City determines it is necessary to disclose the information, the City will inform you in writing.

**Confidential/Proprietary Materials (INITIAL ONE):**

X No confidential/proprietary materials have been included with this offer

\_\_\_\_\_ Confidential/Proprietary materials are included in this offer. See attached.



## DISCLOSURE (FORM)

For any item checked YES, you must provide information. Answering YES to one or more questions does not necessarily mean you will be disqualified from this Solicitation. **FAILURE TO PROVIDE TRUE AND COMPLETE INFORMATION MAY RESULT IN DISQUALIFICATION FROM THIS SOLICITATION.**

1. Has your company or any affiliate\* in the past 5 years: (i) had a permit revoked or suspended, (ii) been required to pay a fine, judgment or settlement of more than \$100,000, (iii) been convicted of a criminal offense (including a plea of guilty or *nolo contendere*), or (iv) been found in contempt of court, as a result of or in connection with any of the following:

a. Any offense relating to integrity or honesty, including fraud, bribery, embezzlement, false claims, false statements, falsification or destruction of records, forgery, obstruction of justice, receiving stolen property, theft, price fixing, proposal rigging, restraint of trade or other antitrust law violation? YES \_\_\_\_\_ NO ☒

b. Violation of the terms of any public contract? YES \_\_\_\_\_ NO ☒

c. Failure to pay any uncontested debt to a government agency? YES \_\_\_\_\_ NO ☒

d. Violation of any law or regulation pertaining to the protection of public health or the environment? YES \_\_\_\_\_ NO ☒

\*An "affiliate" of your company means any person, company or other entity that, either directly or indirectly (for example, through stock ownership by family members), controls, is controlled by, or is under common control with, your company.

2. Has your company or any affiliate in the past 5 years been named as a party in any lawsuit related to performance of a contract (you do not need to list subcontractor lien claims which have been fully paid/satisfied)?

YES \_\_\_\_\_ NO ☒

3. Has your company or any affiliate of your company in the past 5 years been debarred or suspended from submitting proposals on public contracts?

YES \_\_\_\_\_ NO ☒

I hereby verify that the foregoing information, and any explanation attached are to the best of my knowledge, true and complete.

  
\_\_\_\_\_  
Signature of Person Authorized to Sign Offer



### DECLARATION RELATED TO SOLVENCY (FORM)

Is your firm currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or has a trustee or receiver been appointed over all or a substantial portion of the property of your firm under federal bankruptcy law or any state insolvency law?

       Yes

  *ML*   No

(INITIAL ONE)

### DECLARATION RELATED TO GRATUITIES (FORM)

I hereby verify and declare that, to the best of my knowledge, neither the bidder nor anyone associated with the bidder has given, offered to give, or 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 offer ("Gratuities").

*Matthew Luhman*  
Signature of Person Authorized to Sign Offer

### DECLARATION OF NON-COLLUSION (FORM)

I hereby verify and declare that:

The pricing for this offer has been arrived at independently and without consultation, communication or agreement with any other bidder who may submit an offer.

The pricing for this offer has not been disclosed to any other bidder who may submit an offer, and will not be, prior to the Closing Date and Time.

No attempt has been made or will be made to induce any firm or person to refrain from submitting an offer, or to submit an offer with higher pricing than this offer, or to submit an intentionally high or noncompetitive offer or other form of complementary offer.

This offer is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

Bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract.

*Matthew Luhman*  
Signature of Person Authorized to Sign Offer



**CITY OF FLAGSTAFF**  
**INVITATION FOR BIDS (IFB)**  
**FOR**  
**PURCHASE OF REAL PROPERTY**

**SOLICITATION FOR:** City property near Butler Avenue and Herold Ranch Road – for sale and development

**SOLICITATION NO.:** 2019-67

**CLOSING DATE AND TIME:** Thursday, February 21, 2019 at 3:00 PM Arizona Time

**WHERE TO SUBMIT BIDS (“OFFERS”):** Offers shall be submitted on the online bid platform with PlanetBids at the enclosed link prior to the Closing Date and Time at:  
<https://www.planetbids.com/portal/portal.cfm?CompanyID=27606>.

**CITY PROPERTY FOR SALE:** The City is seeking to sell right of way owned by City. The right of way may be encumbered by easements. The City may require that property be sold at a minimum price. Adjacent property owners who bid on the property may be given the right of first refusal.

**INFORMATION:** The Solicitation and all related materials and any addenda may be downloaded from the Planetbids Website, <https://www.planetbids.com/portal/portal.cfm?CompanyID=27606>.

**SENIOR PROCUREMENT SPECIALIST:** Matthew Luhman, Email: [mluhman@flagstaffaz.gov](mailto:mluhman@flagstaffaz.gov). If the Senior Procurement Specialist cannot be immediately reached, you may contact the receptionist for the City Management Services Purchasing Department at (928) 213-2206.

**QUESTIONS:** Any questions must be received by the Senior Procurement Specialist via email at least five (5) calendar days prior to the Closing Date and Time of this RFP.



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## **PROPERTIES FOR SALE**

**PROPERTIES FOR SALE:** The following property is for sale:

**Property A:** The eastern portion of City property located at 2989 E. Butler Avenue, Assessor parcel number 106-04-007B, approximately 0.75 acres, identified in Exhibit A, attached hereto

**Address:** This property is located at 2989 E. Butler Avenue in Flagstaff Arizona.

**Coconino County Assessor's Parcel No:** 106-04-007B

**Zoning:** The property is zoned Highway Commercial. Permissible land uses are described in the Flagstaff Zoning Code, which can be accessed at [www.flagstaffaz.gov](http://www.flagstaffaz.gov).

**Adjacent Property Uses:** High Density Residential, Highway Commercial

**Access:** Access to the property is limited. The purchaser of the property will be required to obtain access at its own expense across a neighboring property. The City will not permit access to the Property from Butler Avenue, due to the future construction of a roundabout at the juncture of Butler and realigned Herold Ranch Road. If and when the roundabout is completed, the City anticipates the property will have access from realigned Herold Ranch Road as a right-in, right-out ONLY. The construction of the roundabout is not currently budgeted and it is unknown when construction will occur. The successful bidder must establish its legal right of access to the Property prior to, or simultaneously with, close of escrow.

**Improvements:** None

**Historical use:** Vacant Land

**Legal description/survey:** To be provided in escrow and prior to closing. If the City pays for upfront fees, City will be reimbursed at closing from the purchaser. The purchase price will be based on a per square foot basis.

**Easements:** Any purchase shall be subject to existing easements and encumbrances of record. Title report to be provided in escrow, paid for by purchaser.

**Estimated fair market value:** The City estimates the property value is \$175,000 which is about \$5.40 per square foot based on comparable sales in the area. The property has not been formally appraised.

**Minimum Bid:** The City is requesting a minimum bid of \$130,000 for the property assuming 32,404 square feet or \$4.00 per square foot, plus the legal obligation to construct a minimum of five (5) permanently affordable ownership units (residential housing).

**Right of First Refusal (Best Interests of Community):** The adjacent property owner may be interested in purchasing the property. If the adjacent property owner submits a responsible and responsive bid, then it shall be granted the right of first refusal. This means that the adjacent property owner may offer to purchase the property at the highest bid (price) submitted by any offer or minimum bid requested by City, whichever is more.

**Desired Development:** Affordable housing is a priority for the City. The City desires that the property be developed to provide affordable ownership units to the public. The City is requiring the buyer of the



property to provide a minimum of five permanently affordable ownership units. The units shall be constructed and offered for sale within five (5) years from the date the property is sold. If the unit(s) are not sold within two (2) years from the date the certificate of occupancy for the unit(s) are issued, the City shall have the option to purchase the units at the same price the unit must be sold at to satisfy the deed restriction or City may approve rental of the units for affordable housing and subject to terms and conditions solely in discretion of City. The affordable ownership units will be deed restricted to secure permanent affordability and must be sold to households earning up to 100% of the Area Median Income (AMI). Any deed restriction language must be approved by City and developer's lender prior to close of escrow. A sample form of deed restriction is included. Developer must finance the costs of construction for the affordable housing units. Each unit shall be priced 20% less than the fair market value per square foot of comparable units, with qualifying buyers spending no more than 30% of monthly income on mortgage payments. The units may be single- or two-bedroom units. The units may be either condominium or townhome units and must comply with all Flagstaff zoning requirements, which may include obtaining a Conditional Use Permit (CUP) for a Planned Residential Development in a commercial zone. The successful bidder and the City shall enter into a development agreement prior to close of escrow for the development of the property.

**Contingent Sale:** This sale is contingent on the City Council passing an Ordinance authorizing the sale of the property, approving the purchase contract, and approving the development agreement.



## **INSTRUCTIONS IN GENERAL**

**DUE DILIGENCE:** It is your responsibility to examine the entire Solicitation prior to completing your offer, including the form of contract.

**INSPECTION OF PROPERTY:** Before submitting an offer, you are required to inspect any properties referenced in the Solicitation and notify the Agent if you believe the properties or conditions do not match the description found in the Solicitation or are unsafe.

**PRE-OFFER MEETING:** If a Pre-Offer Meeting is scheduled, you are strongly encouraged to attend. If scheduled, the date and time of this meeting will be indicated on the cover page of the Solicitation. The purpose of this meeting shall be to clarify the Solicitation in order to prevent any misunderstandings. Any questions, apparent omission or discrepancy should be presented to the City at this time. The City shall then determine the appropriate action necessary, if any, and issue a written amendment to the Solicitation. Oral statements or instructions shall not constitute an amendment to this Solicitation.

**DISABILITIES:** A person with a disability may request a reasonable accommodation in the Solicitation process by contacting the Agent as early as possible to allow time to arrange the accommodation.

**SUBMITTAL OF OFFER:** Offers shall be submitted on the online bid platform with PlanetBids prior to the Closing Date and Time, presented on the cover page of this IFB, at the following link:  
<https://www.planetbids.com/portal/portal.cfm?CompanyID=27606>.

**COST OF OFFER:** You are responsible for all costs related to preparation and submittal of an offer. The City will not reimburse any such costs.

**LATE OFFERS:** Late Bids shall not be accepted on the Planetbids website. Please make sure to submit the Bid in a timely manner to allow for all documents to transfer to Planetbids. Keep in mind that if a Bidder does not receive a notice from Planetbids stating the Bid was submitted successfully, then the submittal is not valid.

**WITHDRAWAL OF OFFERS:** You may withdraw an offer before the Closing Date and Time by removing it from PlanetBids. After the Closing Date and Time, a withdrawal must be signed by the bidder's authorized representative and submitted to the Agent by hand delivery or mail.

**OFFER ACCEPTANCE PERIOD:** An offer made in response to this Solicitation shall be valid and irrevocable for ninety (90) days after the Closing Date and Time.

**QUESTIONS:** If a Bidder has any questions about this Solicitation, contact the Senior Procurement Specialist. **The City will only respond to questions at least ten (10) calendar days before the Closing Date and Time.** Questions should be submitted in writing. All questions shall refer to the Solicitation number, page and paragraph number in question. The City **will not** be responsible if a Bidder adjusts the Bid based on any verbal statements made by employees or officers of the City, particularly if such statements conflict with the Solicitation. A Bidder may request the Senior Procurement Specialist to issue an addendum to the Solicitation.

**ADDENDA:** The City will issue any interpretation or correction of the Solicitation only by written addendum and will be posted on the PlanetBids website. Failure to acknowledge ANY addenda issued will show the Contractor non-responsive once the solicitation has closed. **PLEASE MAKE SURE TO ACKNOWLEDGE ALL ADDENDA ITEMS ON THE PLANETBIDS WEBSITE.**



**IMPROPER CONTACT WITH CITY EMPLOYEES:** All bidders submitting an offer (including the firm's employees, representatives, agents, lobbyists, attorneys, and subcontractors) will refrain from direct or indirect contact for the purpose of influencing or creating bias in the evaluation/selection process with any person who may play a part in the evaluation/selection process. This includes but is not limited to the evaluation committee, City Council Members, City Manager, Assistant City Manager(s), Deputy City Manager(s), Department Directors or other staff ("City Staff"). This policy is intended to create a level playing field for all potential firms, assure that contract decisions are made in public, and to protect the integrity of the selection process. Bidder is responsible for bringing all questions and concerns to the Agent identified on Page One of this document. If the Agent is unresponsive, the bidder may contact the City Manager. A bidder may be disqualified if the bidder: (a) contacts a quorum of the Council or contributes to an open meeting law violation; (b) offers political support or gratuities in exchange for approval or support of bidder's offer; (c) obtains information from City Staff not available to other bidders which may result in an unfair advantage in the competitive procurement process and fails to notify Agent of this fact within 48 hours thereafter; or (d) engages in any other egregious conduct.

### **CONTRACT WITH CITY**

**FORM OF CONTRACT:** The City's proposed form of contract is included with this solicitation as Attachment A – Sample Real Estate Purchase Contract. The final form of contract will be conformed to match this Solicitation prior to contract award.

**EXCEPTIONS:** You may request changes to the form of contractor any terms and conditions as part of your offer. (Use the Exceptions form)

**CHANGES TO CONTRACT AFTER CONTRACT AWARD:** Requests to change the contract after contract award, including but not limited to changes to insurance may be rejected by the City. The contract shall not be modified within the first year after contract award where: (a) an amendment may result in a competitive advantage that was not made available to other bidders; (b) requests for changes may delay commencement of performance.

### **FINANCIAL AND TAX CONSIDERATIONS FOR OFFER**

**OFFER ON SINGLE OR MULTIPLE PROPERTIES:** Bidder may submit an offer on one or multiple properties for sale included in this Invitation for Bids. The City reserves the right to accept all or part of an offer for purchase (one or multiple properties).

**UNIT PRICES:** Please check all math prior to submittal of your offer. If the offer unit prices do not correspond with the multiplied subtotal or total, the unit price shall prevail unless there is a blatant clerical error in the unit price.



## **EVALUATION OF OFFER AND CONTRACT AWARD**

**HIGHEST RESPONSIBLE AND RESPONSIVE BID:** The City will award a contract to the responsible and responsive bidder whose offer is the highest in price for the Property.

**RESPONSIBILITY:** In evaluating responsibility, the City may consider all matters related to the bidder's ability to perform the contract satisfactorily as further described in Flagstaff City Code, Title 1, Chapter 1-20.

**EVALUATION PROCESS:** The City of Flagstaff will review each offer to determine if it is responsive and responsible. A bid tabulation will be created showing the pricing offered by each bidder. The highest bid/offer will be determined using the enclosed Offer form.

**FINANCIAL STATUS:** If requested by the City following the Closing Date and Time, you must provide a current audited financial statement, a current audited financial report, or a copy of a current federal income tax return. Failure or refusal to provide this information within five (5) business days after communication of the request by the City shall be sufficient grounds for the City to reject an offer, and/or to declare the offer as non-responsive or non-responsible.

**REQUESTS FOR ADDITIONAL INFORMATION:** After the Closing Date and Time, the City may request you to provide additional information related to your offer. Failure to provide this information within five (5) business days after communication of the request by the City will be grounds for the City to reject an offer, and/or to declare the offer as non-responsive or non-responsible.

**RESERVATION OF RIGHTS:** The City reserves the right to reject any and all offers, or any part thereof. The City reserves the right to waive any clerical error or nonmaterial defect in the offer when it is deemed to be in the City's best interest. The City reserves the right to cancel or reissue a Solicitation.

**NOTICE OF PROPOSED CONTRACT AWARD OR RECOMMENDATION:** All bidders will receive an email notifying them of the City's proposed contract award or recommendation to reject all offers. This notice will be posted as part of the agenda for the regular meeting of the City Council, on the City website. The agenda is typically posted at least one (1) week prior to the Council Meeting.

**PUBLIC RECORDS:** Offers received by the City are available for public inspection after a contract has been awarded, subject to any confidentiality restrictions.

**PROTESTS:** If you wish to protest the Solicitation, a protest shall be in writing and shall be personally delivered or served upon the City Purchasing Director. A protest related to the Solicitation (such as specifications, requirements, or scope) shall be received by the City Purchasing Department before the Closing Date and Time. A protest of a proposed award or of an award shall be personally delivered or served upon the City Purchasing Director within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

- a. The name, address and telephone number of the protester;
- b. The signature of the protester or its representative;
- c. Identification of the solicitation or contract number;
- d. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- e. The form of relief requested.



**CHARTER REQUIREMENTS:** The City Charter Article VIII, Section 10 provides that properties may be sold to the highest responsible bidder after published notice at least one time per week for three (3) weeks prior to opening of bid. Council shall have the right to reject all bids submitted. If there are no bids submitted, then for a two-year period the City Manager may, subject to Council approval, enter into an agreement to sell the property for an amount reasonably consistent with an appraisal without further notice and bid process.

**ABANDONMENT OF PUBLIC RIGHT-OF-WAY:** If City seeks to sell public right-of-way which is no longer of use, and no bid is received for the property, then pursuant to A.R.S. § 28 -2701 et seq. the Council may make a finding that the property has no value and it may be abandoned to the adjacent property owner.

**ORDINANCE REQUIRED:** The City Charter Article VII, Section 5 the Council must authorize sale of real properties by ordinance.

### **OFFER FORMAT**

**Cover:**

The cover should contain the following:

- Solicitation Number
- Solicitation Name
- Closing Date and Time
- Company name (and logo if desired)
- Other information/graphics as desired

**Sections of Offer:**

**A. Cover Letter (1 page)**

**B. Financial Qualifications**

- Describe your company, and the state in which the firm was incorporated or organized.
- Confirm that your company is in good standing with the Arizona Corporation Commission.
- Provide financial information to demonstrate ability to purchase property for cash or provide a conditional loan approval from a reputable lender.

**C. Offer (form) (attach)**

**D. Bidder Questionnaire (form) (attach copies of licenses)**

**E. Exceptions (form) (attach information)**

**F. Confidential Materials (form) (attach information)**

**Disclosure (form); Declaration Related to Solvency (form); Declaration Related to Gratuities (form); Declaration of Non-Collusion (form) (attach explanations)**

**All completed forms must be submitted with offer!**



## OFFER (FORM)

TO THE CITY OF FLAGSTAFF:

The undersigned Bidder hereby offers to purchase real property in compliance with the Solicitation, including the Addenda, and as described in this offer made to the City.

REAL PROPERTY: 2989 E. Butler Avenue, Coconino County Assessor Parcel No. 106-04-007B, consistent of approximately .7439 acres or 32,404 square feet.

OFFER AMOUNT PER SQUARE FOOT (\$): \_\_\_\_\_

\_\_\_\_\_  
(City requires a minimum bid of \$4.00/square foot or \$130,000, assuming the parcel is 32,404 square feet, plus five (5) affordable ownership units. If bidder is willing to provide more than five (5) units, each additional unit will be credited as \$10,000 toward the bid price. For example, if the bidder offers six (6) affordable units, \$10,000 will be added to the bidder's cash bid offer and counted toward the minimum bid.)

NUMBER OF AFFORDABLE OWNERSHIP UNITS TO BE PROVIDED: \_\_\_\_\_  
(City requires a minimum of 5 units)

ACCESS TO PROPERTY: \_\_\_\_\_  
(Please describe how Bidder intends to access the property being purchased. Legal right of access must be obtained prior to, or simultaneously with, close of escrow).

\_\_\_\_\_  
Signature of Person Authorized to Sign Offer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



## BIDDER QUESTIONNAIRE (FORM)

**Bidder:**

Company Name: \_\_\_\_\_

Doing Business As (if different than above): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ - \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Website: \_\_\_\_\_

Taxpayer Identification Number: \_\_\_\_\_

**Mailing Address (if different than above):**

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ - \_\_\_\_\_

**Bidder Contact for Questions about Offer:**

Name: \_\_\_\_\_ Fax: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_



## EXCEPTIONS (FORM)

Notations. Any strikeouts, notes or modifications to the Solicitation documents shall be initialed in ink by the authorized person who signs the offer. If notations are made, they must be submitted with your offer and are considered Exceptions.

Exceptions: In addition to any notations on the Solicitation documents, please identify and list any exceptions to the Solicitation, by section/paragraph, on this Exceptions Form. The City reserves the right to reject, accept or further negotiate Exceptions. Exceptions may render the offer non-responsive.

Exceptions to Form of Contract: You may request changes to the form of contract (including any Standard or Special Terms and Conditions) on the Exceptions Form. You may also submit your own form of contract. The City will consider these in the same manner as any other exceptions.

You must indicate any and all exceptions taken to the requirements, specifications, and/or terms and conditions of this Solicitation, including the contract.

**Exceptions (INITIAL ONE):**

\_\_\_\_\_ No exceptions

\_\_\_\_\_ Exceptions taken (describe). Attach additional pages if needed.



## **CONFIDENTIAL MATERIALS (FORM)**

If you believe part of your offer is confidential, mark the page(s) "CONFIDENTIAL" and isolate the pages as an attachment to this form. Also include an explanation why they are confidential.

Requests to deem the entire offer as confidential will not be considered.

If you want confidential information returned to you after contract award (and you are not selected for contract award), then note this below. You will be responsible for pick up.

Generally, information submitted in response to a Solicitation is subject to disclosure pursuant to the Arizona Public Records Law after contract award.

The information identified as confidential shall not be disclosed until the City makes a written determination whether the information may be treated as confidential. If the City determines it is necessary to disclose the information, the City will inform you in writing.

### **Confidential/Proprietary Materials (INITIAL ONE):**

\_\_\_\_\_ No confidential/proprietary materials have been included with this offer

\_\_\_\_\_ Confidential/Proprietary materials are included in this offer. See attached.



## DISCLOSURE (FORM)

For any item checked YES, you must provide information. Answering YES to one or more questions does not necessarily mean you will be disqualified from this Solicitation. **FAILURE TO PROVIDE TRUE AND COMPLETE INFORMATION MAY RESULT IN DISQUALIFICATION FROM THIS SOLICITATION.**

1. Has your company or any affiliate\* in the past 5 years: (i) had a permit revoked or suspended, (ii) been required to pay a fine, judgment or settlement of more than \$100,000, (iii) been convicted of a criminal offense (including a plea of guilty or *nolo contendere*), or (iv) been found in contempt of court, as a result of or in connection with any of the following:
  - a. Any offense relating to integrity or honesty, including fraud, bribery, embezzlement, false claims, false statements, falsification or destruction of records, forgery, obstruction of justice, receiving stolen property, theft, price fixing, proposal rigging, restraint of trade or other antitrust law violation? YES\_\_\_\_\_  
NO\_\_\_\_\_
  - b. Violation of the terms of any public contract? YES\_\_\_\_\_  
NO\_\_\_\_\_
  - c. Failure to pay any uncontested debt to a government agency? YES\_\_\_\_\_  
NO\_\_\_\_\_
  - d. Violation of any law or regulation pertaining to the protection of public health or the environment? YES\_\_\_\_\_  
NO\_\_\_\_\_

\*An "affiliate" of your company means any person, company or other entity that, either directly or indirectly (for example, through stock ownership by family members), controls, is controlled by, or is under common control with, your company.

2. Has your company or any affiliate in the past 5 years been named as a party in any lawsuit related to performance of a contract (you do not need to list subcontractor lien claims which have been fully paid/satisfied)?

YES\_\_\_\_ NO\_\_\_\_\_

3. Has your company or any affiliate of your company in the past 5 years been debarred or suspended from submitting proposals on public contracts?

YES\_\_\_\_ NO\_\_\_\_\_

**I hereby verify that the foregoing information, and any explanation attached are to the best of my knowledge, true and complete.**

\_\_\_\_\_  
Signature of Person Authorized to Sign Offer



## DECLARATION RELATED TO SOLVENCY (FORM)

Is your firm currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or has a trustee or receiver been appointed over all or a substantial portion of the property of your firm under federal bankruptcy law or any state insolvency law?

\_\_\_\_\_ Yes          \_\_\_\_\_ No          (INITIAL ONE)

## DECLARATION RELATED TO GRATUITIES (FORM)

I hereby verify and declare that, to the best of my knowledge, neither the bidder nor anyone associated with the bidder has given, offered to give, or 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 offer ("Gratuities").

\_\_\_\_\_  
Signature of Person Authorized to Sign Offer

## DECLARATION OF NON-COLLUSION (FORM)

I hereby verify and declare that:

The pricing for this offer has been arrived at independently and without consultation, communication or agreement with any other bidder who may submit an offer.

The pricing for this offer has not been disclosed to any other bidder who may submit an offer, and will not be, prior to the Closing Date and Time.

No attempt has been made or will be made to induce any firm or person to refrain from submitting an offer, or to submit an offer with higher pricing than this offer, or to submit an intentionally high or noncompetitive offer or other form of complementary offer.

This offer is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

Bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

\_\_\_\_\_  
Signature of Person Authorized to Sign Offer



# Exhibit A - Map of Property in relation to other properties, and planned future roundabout

APN#106-04-009E  
PEDRICK TRUST

APN#106-04-006B  
SIERRA VISTA

APN#106-04-007C  
SIERRA VISTA

APN#106-04-006C  
FLASH & THE BOYS

APPROXIMATELY  
.74 ACRES

BUTLER AVE

HEROLD RANCH RD



APN#106-04-005B  
LITTLE AMERICA HOTEL



## **Exhibit B** - Legal Description

### LEGAL DESCRIPTION

EXHIBIT 'A'

APN: 106-04-007B

Ref No. #18245

1-17-2019

A portion of that parcel of land as described in Instrument Number 3207467, Official Records of Coconino County (herein referred to as R1), lying within the northeast quarter of Section 23, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

#### **Parcel 1:**

Commencing at a the northeast corner of said Section 23, a found 2"x 2" metal plate set in concrete;

Thence along the east line of said Section 23, South 00°44'24" East, 706.41 feet (Basis of Bearing) to a found ½" rebar with yellow plastic cap stamped "RLS 11369" on the north Right-of-Way line of Butler Avenue as shown on Book 21 of Surveys, Page 25, Official Records of Coconino County (herein referred to as R2);

Thence South 00°37'35" East, 93.27 feet to a found ½" rebar with yellow plastic cap stamped "RLS 11369" on the south Right-of-Way line of Butler Avenue as shown on R2;

Thence along the east line of that parcel of land as shown on R2, South 00°44'14" East, 523.54 feet to a found 1.5" brass cap stamped "ARENCO RLS 4321" at the southeast corner of said parcel;

Thence along the south line of said parcel, South 88°43'33" West, 326.77 feet to a found ½" rebar with yellow plastic cap stamped "RLS 11369" at the southeast corner of that parcel of land as described in R1;

Thence along the south line of said parcel as described in R1, South 88°40'49" West, 216.15 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along said south line, South 88°40'49" West, 110.66 feet to a found ½" rebar with yellow plastic cap stamped "WILLDAN PE 10301" at the southwest corner of said parcel;

Thence along the west line of said parcel, North 00°32'50" West, 93.37 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 74.57 feet and being subtended by a chord which bears South 62°16'52" East, 11.88 feet;

Thence leaving said west line and southeasterly along said curve, 11.90 feet through a central angle of 9°08'27";



Thence South 58°15'33" East, 19.67 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 388.50 feet and being subtended by a chord which bears South 49°18'05" East 102.42 feet;

Thence southeasterly along said curve, 102.72 feet through a central angle of 15°08'55";

Thence South 39°04'21" East, 10.51 feet to the **TRUE POINT OF BEGINNING**;

Containing 5,854 square feet, or 0.134 Acres, more or less.

**Parcel 2:**

Commencing at a the northeast corner of said Section 23, a found 2"x 2" metal plate set in concrete;

Thence along the east line of said Section 23, South 00°44'24" East, 706.41 feet (Basis of Bearing) to a found ½" rebar with yellow plastic cap stamped "RLS 11369" on the north Right-of-Way line of Butler Avenue as shown on Book 21 of Surveys, Page 25, Official Records of Coconino County (herein referred to as R2);

Thence South 00°37'35" East, 93.27 feet to a found ½" rebar with yellow plastic cap stamped "RLS 11369" on the south Right-of-Way line of Butler Avenue as shown on R2;

Thence along the east line of that parcel of land as shown on R2, South 00°44'14" East, 523.54 feet to a found 1.5" brass cap stamped "ARENCO RLS 4321" at the southeast corner of said parcel;

Thence along the south line of said parcel, South 88°43'33" West, 326.77 feet to a found ½" rebar with yellow plastic cap stamped "RLS 11369" at the southeast corner of that parcel of land as described in R1;

Thence along the south line of said parcel as described in R1, South 88°40'49" West, 100.63 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along said south line, South 88°40'49" West, 115.52 feet;

Thence North 39°04'21" West, 10.51 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 388.50 feet and being subtended by a chord which bears North 49°18'05" West 102.42 feet;

Thence northwesterly along said curve, 102.72 feet through a central angle of 15°08'55";

Thence North 58°15'33" West, 19.67 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 74.57 feet and being subtended by a chord which bears North 62°16'52" West 11.88 feet;



Thence northwesterly along said curve, 11.90 feet through a central angle of 9°08'27" to a point on the west line of said parcel;

Thence along said west line, North 00°32'50" West, 50.42 feet to a set ½" rebar with aluminum cap "RLS 48756" on the southerly Right-of-Way line of Butler Avenue as described in Docket 918, Page 572, Official Records of Coconino County;

Thence North 57°20'18" East, 359.20 feet to a set ½" rebar with aluminum cap stamped "RLS 48756" on the southerly Right-of-Way line of said Butler Avenue, said point being in common with a point on the northwesterly property line of that parcel of land as shown on R2.

Thence North 88°40'26" East, 21.88 feet to a found ½" rebar with aluminum cap stamped "LS 18548" at an angle point in the northwesterly property line of said parcel of land as shown on R2;

Thence along the west line of said parcel, South 00°39'43" East, 30.29 feet;

Thence leaving said west line, South 52°21'57" West, 17.99 feet;

Thence South 62°44'34" West, 20.31 feet;

Thence South 51°25'21" West, 1.30 feet to the beginning of a non-tangent curve concave to the northwest having a radius of 1169.67 feet and being subtended by a chord which bears South 52°48'05" West, 72.98 feet;

Thence southwesterly along said curve, 72.99 feet through a central angle of 3°34'31";

Thence South 49°09'35" West, 38.94 feet;

Thence South 41°07'19" West, 12.46 feet to the beginning of a non-tangent curve concave to the east having a radius of 31.06 feet and being subtended by a chord which bears South 16°49'28" West, 21.91 feet;

Thence southwesterly and southerly along said curve, 22.39 feet through a central angle of 41°18'32";

Thence South 03°49'48" East, 54.18 feet to the beginning of a non-tangent curve concave to the east having a radius of 424.97 feet and being subtended by a chord which bears South 14°21'56" East 118.06 feet;

Thence southerly along said curve, 118.45 feet through a central angle of 15°58'09";

Thence South 22°15'26" East, 14.24 feet to the **TRUE POINT OF BEGINNING**;

Containing 41,256 square feet, or 0.947 Acres, more or less.



**Parcel 3:**

Commencing at the northeast corner of said Section 23, a found 2"x 2" metal plate set in concrete;

Thence along the east line of said Section 23, South 00°44'24" East, 706.41 feet (Basis of Bearing) to a found ½" rebar with yellow plastic cap stamped "RLS 11369" on the north Right-of-Way line of Butler Avenue as shown on Book 21 of Surveys, Page 25, Official Records of Coconino County (herein referred to as R2);

Thence South 00°37'35" East, 93.27 feet to a found ½" rebar with yellow plastic cap stamped "RLS 11369" on the south Right-of-Way line of Butler Avenue as shown on R2;

Thence along the east line of that parcel of land as shown on R2, South 00°44'14" East, 523.54 feet to a found 1.5" brass cap stamped "ARENCO RLS 4321" at the southeast corner of said parcel;

Thence along the south line of said parcel, South 88°43'33" West, 326.77 feet to a found ½" rebar with yellow plastic cap stamped "RLS 11369" at the southeast corner of that parcel of land as described in R1 and the **TRUE POINT OF BEGINNING**;

Thence along the south line of said parcel as described in R1, South 88°40'49" West, 100.63 feet;

Thence leaving said south line, North 22°15'26" West, 14.24 feet to the beginning of a non-tangent curve concave to the east having a radius of 424.97 feet and being subtended by a chord which bears North 14°21'56" West 118.06 feet;

Thence northerly along said curve, 118.45 feet through a central angle of 15°58'09";

Thence North 03°49'48" West, 54.18 feet to the beginning of a tangent curve concave to the east, having a radius of 31.06 feet;

Thence northeasterly along said curve, 22.39 feet through a central angle of 41°18'32";

Thence North 41°07'19" East, 12.46 feet;

Thence North 49°09'35" East, 38.94 feet to the beginning of a non-tangent curve concave to the northwest having a radius of 1169.67 feet and being subtended by a chord which bears North 52°48'05" East 72.98 feet;

Thence northeasterly along said curve, 72.99 feet through a central angle of 3°34'31";

Thence North 51°25'21" East, 1.30 feet;

Thence North 62°44'34" East, 20.31 feet;



Thence North 52°21'57" East, 17.99 feet to a point on the west line of that parcel of land as shown on R2;

Thence along said west line, South 00°39'43" East, 300.35 feet to the **TRUE POINT OF BEGINNING**;

Containing 32,404 square feet, or 0.7439 Acres, more or less.

This legal description was prepared by Aaron D. Borling, RLS 48756,  
on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, AZ.

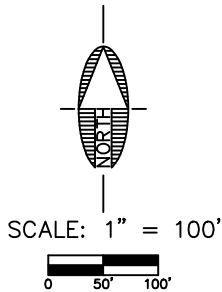




# EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE NORTHEAST QUARTER OF SECTION 23,  
TOWNSHIP 21 NORTH, RANGE 7 EAST  
GILA AND SALT RIVER MERIDIAN  
COCONINO COUNTY, ARIZONA

POINT OF  
COMMENCEMENT  
NE COR.  
SEC. 23



S 0°44'24" E 706.41'  
(BASIS OF BEARING)

'RLS 11369'

'RLS 11369'

APN: 106-04-006B

'RLS 11369'

APN:  
106-04-006C

'RLS 48756'

LS 18548

APN: 106-04-006C

N 0°40'53" W  
186.85'

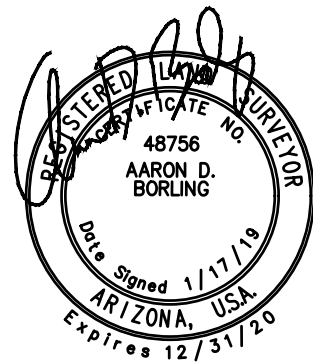
'RLS 48756'

SUBJECT PARCEL  
APN: 106-04-007B

PARCEL 3

PARCEL 2

PARCEL 1



S 0°39'43" E 300.35'

'RLS 11369'

S 88°43'33" W 326.77'

'RLS 4321'

E 1/4 COR.  
SEC. 23

APN:  
106-04-005B

'PE 10301'

POB  
PARCEL 1

POB  
PARCEL 2

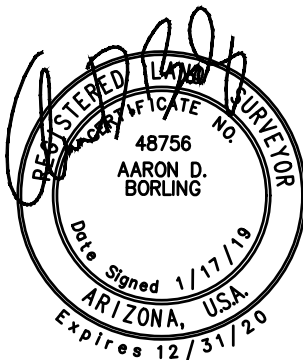
POB  
PARCEL 3



# EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE NORTHEAST QUARTER OF SECTION 23,  
TOWNSHIP 21 NORTH, RANGE 7 EAST  
GILA AND SALT RIVER MERIDIAN  
COCONINO COUNTY, ARIZONA

Curve Table						Parcel Line Table		
Curve #	Length	Radius	Delta	Chord Direction	Chord Length	Line #	Length	Direction
C1	11.90	74.57	9.14	S62° 16' 52"E	11.88	L1	110.66	S88° 40' 49"W
C2	102.72	388.50	15.15	S49° 18' 05"E	102.42	L2	93.37	N0° 32' 50"W
C3	72.99	1169.67	3.58	N52° 48' 05"E	72.98	L3	19.67	S58° 15' 33"E
C4	22.39	31.06	41.31	N16° 49' 28"E	21.91	L4	10.51	S39° 04' 21"E
C5	118.45	424.97	15.97	N14° 21' 56"W	118.06	L5	115.52	S88° 40' 49"W
						L6	50.42	N0° 32' 50"W
						L8	21.88	N88° 40' 26"E
						L9	30.29	S0° 39' 43"E
						L10	17.99	N52° 21' 57"E
						L11	20.31	N62° 44' 34"E
						L12	1.30	S51° 25' 21"W
						L13	38.94	S49° 09' 35"W
						L14	12.46	S41° 07' 19"W
						L15	54.18	S3° 49' 48"E
						L16	14.24	S22° 15' 26"E
						L17	100.63	S88° 40' 49"W
						L21	93.27	S0° 37' 35"E



Shephard & Associates, Inc.

110 W. Dale Avenue  
Flagstaff, AZ 86001  
928.773.0354  
928.774.8934 fax  
www.swiaz.com

JOB NO. 18245  
DATE JAN. '19  
SCALE AS SHOWN  
DRAWN TNO  
DESIGN  
CHECKED ADB

FLAGSTAFF  
ARIZONA

LEGAL EXHIBIT

SHEET

7

OF 7



## **Exhibit C – Draft Deed Restriction**

**City of Flagstaff  
Deed Restriction  
DRAFT**

**DECLARATION OF DEED COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR “NEW DEVELOPMENT” AFFORDABLE  
PROPERTIES**

THIS AMENDED DECLARATION OF DEED COVENANTS, CONDITIONS AND RESTRICTIONS (“Amended Declaration”) is made this \_\_\_\_ day of \_\_\_\_\_, 2018, by DEVELOPER (“Declarant”).

WHEREAS, Declarant, a real estate developer, is the fee owner of those certain parcels of real property located in Coconino County, City of Flagstaff, Arizona as more particularly described in **Exhibit A**, attached to and made a part hereof, and the Plat recorded in xxxxxxxx, records of the Coconino County Recorder (“Real Property”);

WHEREAS, Declarant and the City of Flagstaff, an Arizona municipal corporation (“City”), entered into a certain Development Agreement dated November 13, 2003 (“Development Agreement”), a copy of which is recorded as Instrument Number 3236027, records of the Coconino County Recorder, and pursuant to which, among other things, Declarant purchased the Real Property from the City in order to develop the Rio Homes Subdivision (“Subdivision”) on the Real Property;

WHEREAS, the principal reason that the City entered into the Development Agreement was to participate in the creation and retention of affordable housing (“Affordable Properties”) for purchase and occupancy by persons or families of low to moderate income in the City of Flagstaff, who meet certain “Eligible Buyer” criteria set forth below;

WHEREAS, pursuant to the terms of the Development Agreement, the Declarant agreed that at least twenty percent (20%) of the Subdivision units to be offered for sale as Affordable Properties shall be offered to Eligible Buyers, who must convey the units on resale to Subsequent Eligible Buyers;

WHEREAS, the Affordable Properties are identified on the map designated **Exhibit B**, attached to and made a part hereof;

NOW, THEREFORE, Declarant, for the purposes set forth above, declares that the portions of the Real Property constituting Affordable Properties shall be held, transferred, sold, conveyed, occupied and used subject to the covenants, conditions, restrictions, obligations, privileges and rights hereinafter set forth, all of which shall run with the land



and be binding upon the portions of the Real Property constituting Affordable Properties, or any part thereof, and which shall inure to the benefit of each owner thereof (“Owner”) and to the benefit of the City.

**1. City’s Right of First Refusal.**

Affordable Properties shall be sold only to Eligible Buyers, subject to a right of first refusal hereby granted by the Declarant to the City. The City’s right of first refusal shall extend to each proposed sale of an Affordable Property. The City’s right of first refusal shall also extend to the purchase of Affordable Properties for resale to other Eligible Buyers and shall be for an amount either equal to or below the Purchase Option Price described in **Section 4** hereof. The City shall have ninety (90) days from receipt of the Intent to Sell Notice to exercise its right of first refusal, open an escrow with a title company, and close escrow.

**2. Sales to Eligible Buyers and Subsequent Eligible Buyers.**

Subject to the provisions set forth below, in the event that the Declarant desires to sell an Affordable Property, the Declarant shall sell an Affordable Property only to a buyer (“Eligible Buyer”) having a household income not in excess of one hundred percent (100%) of the United States Department of Housing and Urban Development Area Median Income for Coconino County, Arizona (“HUD AMI”). In the event that the Owner desires to sell an Affordable Property, the Owner shall sell an Affordable Property only to a buyer having a household income not in excess of one hundred twenty-five percent (125%) of the HUD AMI (“Subsequent Eligible Buyer”). A copy of the 2018 HUD AMI, for illustrative purposes, is designated **Exhibit C**, attached to and made a part hereof. The then current HUD AMI will be used to determine eligibility.

**3. Developer Prices.**

The Declarant shall sell the Affordable Properties at a price affordable to at or below 100% AMI per Section X of the “Project Name” Development Agreement. The Developer Prices will remain constant until all of the Affordable Properties are initially sold, except, however, that the 100% AMI limits shall be adjusted based on the annual AMI provided by the U.S. Department of Housing and Urban Development (HUD).

**4. City’s Purchase Option, Maximum Resale Price, and Sales to Subsequent Eligible Buyers.**

- a. Intent to Sell Notice. In the event that an Owner wishes to sell an Affordable Property, the Owner shall notify the City in writing thereof (“Intent To Sell



Notice”). Such Intent to Sell Notice shall include a statement as to whether the Owner has identified a prospective buyer.

b. Appraisal. After the City’s receipt of the Intent To Sell Notice, the City shall obtain at the City’s cost a market valuation of the Affordable Property (“Appraisal”) by a duly licensed appraiser. The Appraisal shall be conducted by analysis and comparison of comparable properties. The City shall provide a copy of the Appraisal to the Owner. The City will pay for the first appraisal after Intent to Sell Notice is given. Subsequent appraisals will be at homeowner’s expense.

c. City’s Purchase Option. Upon receipt of the Intent to Sell Notice, the City shall have the option to purchase the Affordable Property (“Purchase Option”) at the Maximum Sales Price calculated as set forth below. The Maximum Sales Price is designed to further the purpose of preserving the affordability of the Affordable Property for Subsequent Eligible Buyers while taking fair account of the investment by the Owner.

(i) The Maximum Sales Price shall be equal to the lesser of the current appraised value of the Affordable Property, as determined below, or the sum of the Owner’s purchase price, plus twenty-five percent (25%) of the increase in market value of the Affordable Property, if any.

(ii) The increase in market value of the Affordable Property shall be determined by subtracting the amount of the appraised value of the Affordable Property at the time of the purchase as documented by the Appraisal, from the amount of the appraised value of the Affordable Property at the time of the Intent to Sell Notice, as described in Subsection (iii) below.

(iii) Within ten (10) days of receipt of the Appraisal from the City, the Owner shall either accept the Appraisal as accurately representing the market value of the Affordable Property for purposes of calculating the Maximum Sales Price, or obtain a second appraisal (“Owner’s Appraisal”) by a duly licensed appraiser, at the Owner’s expense, who shall conduct the appraisal by analysis and comparison of comparable properties. The Owner shall provide a copy of the Owner’s Appraisal to the City within forty-five (45) days of providing the Intent to Sell Notice. If the Owner’s Appraisal results in an appraised value which is at least ninety percent (90%) but not greater than one hundred ten percent (110%) of the amount of the City’s Appraisal, the amount to be used in determining the increase in market value of the Affordable Property shall be the average of the two (2) appraised values. If the amount of the Owner’s Appraisal is more than ten percent (10%) greater or lesser than the City’s Appraisal, the two (2) appraisers shall then select a third duly licensed appraiser, who shall conduct the appraisal by analysis and comparison of comparable properties. The cost of the third appraiser shall be shared equally between the City and the Owner. The market value of the Affordable Property for purposes of calculating the Maximum Sales Price shall be deemed to be the average of the values determined by the three (3)



appraisers.

(iv) If the City's Purchase Option expires and the City or its assignee fails to complete the purchase within the period allowed herein, the Owner may sell the Affordable Property to any Subsequent Eligible Buyer for a price not more than the Maximum Sales Price established above.

#### **5. Right of First Refusal in Lieu of Option.**

If the provisions of the Purchase Option set forth in this Declaration are determined to be unenforceable by a court of competent jurisdiction, the City will nevertheless have a right of first refusal to purchase the interest in the Affordable Property at the highest bona fide written offer made to the Owner. The City shall have ninety (90) days from the date of the judicial determination of unenforceability of the Purchase Option to exercise its right of first refusal, open an escrow with a title company, and close escrow.

#### **6. Sale to Ineligible Buyer.**

The Owner shall not transfer, sell or otherwise dispose of an Affordable Property to an Ineligible Buyer. Any such attempted transfer, sale or disposition shall be null and void. An "Ineligible Buyer" is a buyer of an Affordable Property who does not meet the criteria of an "Eligible Buyer" or "Subsequent Eligible Buyer". Such prohibition, however, shall not diminish the rights of a bona fide mortgage holder or trustee under a deed of trust to exercise its lawful remedies in the event of an Owner's default in the terms of a mortgage or deed of trust. The Ineligible Buyer and its grantor shall have ninety (90) days from notice of sale to the Ineligible Buyer to convey the Affordable Property to an Eligible Buyer or Subsequent Eligible Buyer.

#### **7. Rights Upon Death of Owner.**

Notwithstanding the above, upon death of the last surviving Owner of an Affordable Property, one or more of the following parties (the "Heir" or "Heirs" through intestate succession or "Devisee" or "Devisees" through testate succession) may hold title to the Affordable Property whether or not such Heir or Devisee qualifies as an Owner, upon the same conditions as the original Eligible Buyer and subject to all of the terms and conditions set forth in this Declaration, including, but not limited to, the obligation to reside on the Affordable Property as set forth in **Section 8** hereof and the restrictions against leasing set forth in **Section 9** hereof:

- (i) the spouse of the Owner (or co-Owner)
- (ii) the child or children of the Owner
- (iii) member(s) of the Owner's household who have resided on the Affordable Property for at least one (1) year
- (iv) any other person or persons who have inherited the Affordable



Property by will or by operation of law from the Owner

## **8. Occupancy Condition.**

All Affordable Property is conveyed subject to the condition that the Owner shall reside on the Affordable Property. This condition will not apply during any period in which the Affordable Property is uninhabitable or no longer habitable due to fire or other catastrophic damage or in cases where temporary absence is unavoidable due to military or other similar obligation. In such event, the Owner shall promptly use his or her best efforts to restore the Affordable Property to a habitable condition, where uninhabitable, or the Owner shall notify the City of the situation for approval in the event of temporary unavoidable absence, as set forth above.

Owner shall occupy the Affordable Property as principal residence for twelve (12) months of each year, unless otherwise agreed by the City. Occupancy by children or other immediate family members or dependents of the Owner shall be considered occupancy by the Owner, and all requirements applying to the Owner with regard to occupancy shall also apply to the children, other immediate family members or dependents of the Owner. Relevant factors in determining that the Owner's principal residence is located on the Affordable Property include, but are not limited to:

- (i.) Owner's place of employment is in Flagstaff, Arizona, or within the boundaries of the Flagstaff Metropolitan Planning Organization;
- (ii) The principal place of abode of Owner's immediate family members is at the address for the Affordable Property;
- (iii) The address listed on Owner's federal and state tax returns, driver's license, automobile registration, and voter registration card is the same as that for the Affordable Property;
- (iv) Owner's mailing address for bills and correspondence is the same as that for the Affordable Property;
- (v) The location of Owner's bank accounts is in Flagstaff, Arizona;
- (vi) The location of educational institutions, religious organizations and recreational clubs or organizations with which Owner is affiliated is in Flagstaff, Arizona, or within the boundaries of the Flagstaff Metropolitan Planning Organization

## **9. Restrictions Against Leasing and Encumbrances.**

The Owner shall not lease or otherwise convey any rights under this Declaration without the prior written consent of the City. The City will apply written guidelines which it has developed to any request to assign, lease, or otherwise convey any of the Owner's rights or obligations under this Declaration, and the City shall have broad and full discretion to withhold such consent in order to further the mutual purposes and goals set forth in this Declaration. If the City grants such permission, any assignment or lease shall be subject to the conditions that any such lease shall be subject to all of the applicable terms of this



Declaration, and any rental or occupancy fee charged the lessee shall not be more than a pass through of actual costs to the Owner for the Affordable Property, such as debt service costs under a Permitted Mortgage.

#### **10. Rights of Mortgagees.**

a. If the bona fide holder of a first mortgage or first deed of trust granted to a state or national bank, state or federal savings and loan association, or other institutional lender, or its successors or assigns, shall acquire any Affordable Property by reason of foreclosure or similar remedial action under the provisions of a mortgage or deed of trust or upon conveyance of the Affordable Property in lieu of foreclosure, the rights and restrictions contained in this Declaration shall not apply to such holder upon such acquisition of the Affordable Property and to any purchaser of the Affordable Property at a foreclosure or trustee's sale. Notwithstanding the foregoing, nothing shall prevent such holder or such purchaser from selling the Affordable Property subject to this Declaration to a Subsequent Eligible Buyer, in which case the deed shall specify that the Affordable Property is being sold subject to this Declaration.

b. Each Owner subject to this Declaration recognizes that it would be contrary to the fundamental concept of this Declaration if an Owner could realize more than the Purchase Option Price as the result of any foreclosure of any mortgage or trustee's sale pursuant to a deed of trust. Accordingly, each Owner subject to this Declaration hereby irrevocably assigns to the City any and all net proceeds of sale of an Affordable Property remaining after payment of costs of foreclosure or trustee's sale and satisfaction of the lien created under such mortgage or deed of trust, which would otherwise have been payable to such Owner, to the extent that such net proceeds exceed the net proceeds that such Owner would have received had the Affordable Property been sold for a Purchase Option Price established in accordance with **Section 4** of this Declaration, and authorizes and instructs the party conducting any sale to pay the amount of said excess proceeds directly to the City. In the event that, for any reason, such excess proceeds are paid to the Owner, such Owner hereby agrees to promptly pay the amount of such excess proceeds to the City.

#### **11. Covenants to Run with the Land.**

The Declarant intends, declares and covenants on behalf of itself and its successors and assigns that this Declaration and the covenants, agreements, rights and restrictions contained herein shall be and are: (i) covenants running with the land encumbering any subject Affordable Property in perpetuity and are binding upon the Declarant's successors in title, (ii) are not merely personal covenants of the Declarant, and (iii) shall bind the Declarant, its successors and assigns, and inure to the benefit of the City, and its successors and assigns, in perpetuity.

#### **12. Default and Enforcement.**

In the event of an Owner's breach of any of the provisions of this Declaration, the



Declarant or the City, and their successors and assigns, shall be entitled to all available remedies at law or in equity, including specific performance, to enforce the same, all remedies of which shall be cumulative and not mutually exclusive. In the event of a breach by an Owner of any of the provisions of this Declaration, Declarant or the City may notify the Owner thereof in writing, and the Owner shall have thirty (30) days from the mailing of such notice to cure such breach, or in the event of a breach that cannot be cured within thirty (30) days, the Owner shall within such period commence curing the breach and diligently continue to cure the breach until the breach is cured. Otherwise, Declarant or the City may exercise its available remedies against the Owner or the Owner's successors in interest. The prevailing party in any action hereunder shall be entitled to reasonable attorneys' fees and court costs.

### **13. Notice.**

Any notices, demands, or requests that may be given under this Declaration shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, postage prepaid, return receipt requested as follows:

To Declarant:

Developer's address

To City:

City of Flagstaff  
Attn: City Manager  
211 West Aspen Avenue  
Flagstaff, AZ 86001

or to such addresses as may be specified by such notice. Any such notice, demand or request shall be deemed to have been given on the day it is hand delivered or mailed.

### **14. Waiver and Amendment.**

Nothing contained herein shall limit the rights of the City to release or waive, from time to time, in whole or in part, any of the rights, restrictions, covenants or agreements contained herein with respect to any Affordable Property. Any such release or waiver must be made in writing and must be executed by an authorized agent of the City. The City shall have the right to modify this Declaration by recording an amendment to this Declaration with the Office of the Coconino County Recorder. The Declarant shall not have the right to consent to any release or waiver or amend this Declaration without obtaining the prior written consent of the City.

### **15. Severability.**

If any provision hereof shall be determined by a court of record to be invalid or unenforceable, the remaining provisions hereof shall not be affected thereby, and each provision hereof shall be valid and enforceable to the fullest extent permitted by law.



**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Stacy Saltzburg, City Clerk  
**Date:** 03/18/2019  
**Meeting Date:** 03/19/2019



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**TITLE:**

**Consideration and Action:** Joining an amicus brief in the case of New York v. United States Department of Commerce.

**RECOMMENDED ACTION:**

Council action

**Executive Summary:**

The City was approached by Felix Ortiz, Assistant Speaker to the New York Assembly asking if the City would be interested in joining an amicus brief in the case of in the case of New York v. United States Department of Commerce. The following is background on the case.

New York v. United States Department of Commerce

The State of New York, twenty other states,\* nine cities,\*\* and the U.S. Conference of Mayors are suing the Department of Commerce, Commerce Secretary Wilbur Ross, and the Census Bureau, arguing that the Department's addition of a citizenship question to the 2020 Census is unconstitutional and otherwise illegal. Plaintiffs allege that adding a citizenship question will deter participation in the census and cause an undercount, undermining the accuracy of the 2020 Census and jeopardizing the funding that they receive.

The suit contends that adding a citizenship question will undermine the federal government's constitutional obligation to conduct an "actual enumeration" of the national population. The suit further argues that the Commerce Department's decision was "not in accordance with law," "contrary to constitutional right," "beyond [the Department and the Census Bureau's] statutory authority," and "arbitrary and capricious," all in violation of the Administrative Procedure Act.

New York is asking the court to, among other things, enjoin the Commerce Department from including the citizenship question on the 2020 Census.

The district court ruled on January 15, 2019 for the State of New York and its co-plaintiffs on their Administrative Procedure Act claims, and ordered the Commerce Department to remove a citizenship question from the 2020 Census.

On January 25, the federal government filed an appeal, asking the Supreme Court to review the district court's decisions to remove the citizenship question from the 2020 Census and allow discovery outside of the administrative record. The appeal asks the Supreme Court to hear the appeal directly from the district



court before the court of appeals weighs in on the issue.

On February 15, the Supreme Court granted the federal government's appeal and set the argument for April 23, 2019 at 10:00 AM.

Assistant Speaker Felix Ortiz of the New York Assembly asked at least one member of Council for support by joining an amicus brief. An amicus brief is a court filing in a case stating support for one of the parties positions and arguments. This amicus brief would be to support the State of New York and its co-plaintiffs seeking to have the citizenship questions removed from the 2020 census.

This item is presented to Council to consider and determine if a majority of Council wishes to support joining the amicus brief.

\* CONNECTICUT, DELAWARE, ILLINOIS, IOWA, MARYLAND, MINNESOTA, NEW JERSEY, NEW MEXICO, NORTH CAROLINA, OREGON, RHODE ISLAND, VERMONT, and WASHINGTON; COMMONWEALTHS OF MASSACHUSETTS, PENNSYLVANIA, and VIRGINIA; DISTRICT OF COLUMBIA

\*\* CENTRAL FALLS, CHICAGO, COLUMBUS, NEW YORK, PHILADELPHIA, PITTSBURGH, PROVIDENCE, and SEATTLE; SAN FRANCISCO

**Financial Impact:**

N/A

**Connection to Council Goal and/or Regional Plan:**

SOCIAL JUSTICE

**Previous Council Decision on This:**

N/A

**Options and Alternatives:**

1. Join the amicus brief in the case of New York v. United States Department of Commerce.
2. Do not join the amicus brief

**Community Involvement:**

Inform

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**Attachments:**



**CITY OF FLAGSTAFF**  
**STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Cliff Bryson, Labor Standards Manager  
**Date:** 03/12/2019  
**Meeting Date:** 03/19/2019



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**TITLE:**

**Consideration and Adoption of Resolution No. 2019-13:** A resolution of the Mayor and Council of the City of Flagstaff supporting Congressman Raul Grijalva's proposed house bill titled "Grand Canyon Centennial Protection Act," which will enact a permanent ban on uranium mining on more than one million acres of land around the Grand Canyon.

**STAFF RECOMMENDED ACTION:**

- 1) Read Resolution No. 2019-13 by title only
- 2) City Clerk reads Resolution No. 2019-13 by title only (if approved above)
- 3) Adopt Resolution No. 2019-13

**Executive Summary:**

On February 23, 2019, Representative Raúl Grijalva announced his "Grand Canyon Centennial Protection Act" at the Grand Canyon National Park. The Act would permanently ban uranium mining near and around land surrounding the Grand Canyon National Park. . The Act will permanently extend the current 20-year moratorium on uranium mining in the region, which was put into place during President Obama's presidential term.

**Financial Impact:**

None

**Policy Impact:**

None

**Connection to Council Goal, Regional Plan and/or Team Flagstaff Strategic Plan:**

Supports Council Goal #3: Social Justice "Advance Social Justice in the Community."

**Has There Been Previous Council Decision on This:**

Yes

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**Attachments:** Res. 2019-13



## **RESOLUTION NO. 2019-13**

### **A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF FLAGSTAFF SUPPORTING CONGRESSMAN RAUL GRIJALVA'S PROPOSED HOUSE BILL TITLED "GRAND CANYON CENTENNIAL PROTECTION ACT" WHICH WILL ENACT A PERMANENT BAN ON URANIUM MINING ON MORE THAN ONE MILLION ACRES OF LAND AROUND THE GRAND CANYON**

#### **RECITALS:**

WHEREAS, advocating for and supporting actions that lead to the advancement of social and environmental justice for the Indigenous community is a City Council goal; and

WHEREAS, the Mayor and City Council of Flagstaff have historically opposed actions furthering radioactive pollution in the region, including the adoption of Resolution No. 2010-74, which expressed support for Secretary of Interior Salazar's proposal to withdraw approximately one million acres of federal lands surrounding Grand Canyon National Park from uranium mining for 20 years; Resolution No. 2245, which urged President Clinton and Congress to not transport radioactive waste from contained storage until scientific decisions are made concerning permanent nuclear waste storage and declaring Flagstaff a Nuclear Free Zone; and Resolution No. 2018-06 reaffirming Council's support of the Secretary of the Interior's 2012 order to withdraw 1,006,545 acres of federal land surrounding the Grand Canyon National Park from new uranium mining for 20 years; and

WHEREAS, the Coconino County Board of Supervisors Resolution No. 2008-09 opposes "Uranium development on lands in the proximity of the Grand Canyon National Park and its watersheds;" and

WHEREAS, the Tusayan Town Council Resolution No. 2011-03-2302 supports the 2012 Grand Canyon Mineral Withdrawal; and

WHEREAS, the Hualapi Tribal Council Resolution No. 67-2009 opposes uranium exploration and mining; and

WHEREAS, the Flagstaff City Council adopted Resolution No. 2017-38, which expresses the Council's opposition to uranium mining and the transportation of uranium ore through the City of Flagstaff and Indigenous lands in the region, and reaffirms Flagstaff as a nuclear free zone; and

WHEREAS, during the Cold War, 30 million tons of uranium ore were mined on or adjacent to the Navajo Nation leaving more than 500 abandoned mines; and

WHEREAS, many Indigenous community members already affected by living in close proximity to abandoned uranium mines are still seeking relief from radioactive waste in these areas that have remained for decades at many of the mines creating elevated levels of radiation;

WHEREAS, potential health effects of uranium mining include lung cancer from the inhalation of radioactive particles, as well as bone cancer and impaired kidney function from exposure to radionuclides in drinking water; and



WHEREAS, Congress acknowledged that radiation exposure from the mining, transport and processing of uranium has affected and continues to affect thousands of individuals and in 1990 passed the Radiation Exposure Compensation Act (RECA) to provide compensation to individuals who have developed and are developing cancers and other serious diseases caused by uranium mining; and

WHEREAS, uranium mining threatens the Havasupai Tribe, which relies heavily upon clean and safe water of surrounding springs and the integrity of the land to sustain the physical, cultural, religious and economic needs of its people.

WHEREAS, the exploration and mining of uranium is known to cause serious, detrimental and irreversible human health and environment impacts that directly conflict with the federal government's duty to manage the public lands for the protection and preservation of the places that possess cultural, religious and historic importance to the Native people; and

WHEREAS, uranium mining in the Grand Canyon region has left a toxic legacy of polluted water, air, and soil at more than 500 highly containment mine and mill sites that remain un-reclaimed within the Navajo Nation and these sites increase the risk of disease and death of people living in communities throughout Northern Arizona; and

WHEREAS, to protect, for current and future generations, the watershed, ecosystem, and cultural heritage of the Grand Canyon region in the State of Arizona, and for other purposes is vital for the health and well-being of all; and

WHEREAS, the Grand Canyon National Park, a world heritage site located 85 miles north of the City of Flagstaff, Arizona, is an integral part of the Northern Arizona landscape and plays an integral role in the tourism economy of the City of Flagstaff; and

WHEREAS, the Grand Canyon National Park attracts nearly six million visitors per year who contribute significantly to the Flagstaff tourism economy; and

**ENACTMENTS:**

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY FLAGSTAFF, AS FOLLOWS:**

That the Flagstaff City Council affirms its support of for Congressman Raul Grijalva's proposed house bill titled "Grand Canyon Centennial Protection Act," which will enact a permanent ban on uranium mining on more than one million acres of land around the Grand Canyon.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 19<sup>th</sup> day of March, 2019.

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MAYOR



ATTEST:

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CITY CLERK

APPROVED AS TO FORM:

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CITY ATTORNEY



**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Stacy Saltzburg, City Clerk  
**Date:** 03/12/2019  
**Meeting Date:** 03/19/2019



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**TITLE:**

**Discussion and Possible Direction:** 2019/2020 Election Overview and Timeline Review

**STAFF RECOMMENDED ACTION:**

Discussion and possible direction.

**Executive Summary:**

In 2015, Flagstaff voters amended the City Charter to hold City elections on the days provided for by Arizona statutes. Arizona Revised Statutes § 16-204 prescribes the following election dates:

Primary Elections - fall of even numbered years

- the tenth Tuesday before the first Tuesday after the first Monday in November

General Elections - fall of even numbered years

- the first Tuesday after the first Monday in November

Special Elections - odd or even years

- the second Tuesday in March.
- the third Tuesday in May.
- the tenth Tuesday before the first Tuesday after the first Monday in November.
- the first Tuesday after the first Monday in November.

Some election issues can only be decided at general elections while others can be decided on any of the four dates. Below is a list of the various types of elections and the dates that they may be held.

**Primary Elections - Fall of Even Years Only (August)**

Primary elections are held only when there are more than two candidates for each seat.



### **General Election Only - Fall of Even Years (November)**

Regular Candidate Elections  
General Obligation Bonds  
Sales Tax  
Permanent Adjustment of Expenditure Base Limitation

### **Special Elections - Odd or Even Years**

Initiative, Referendum, or Recall  
Regional Plan Adoption  
Franchise  
Charter Amendments

### **Upcoming Election Dates:**

August 27, 2019 (Special Election)  
November 5, 2019 (Special Election)  
March 10, 2020 (Special Election)  
May 19, 2020 (Special Election)  
August 25, 2020 (Primary Election)  
November 3, 2020 (General Election)

Council reserves the right to call a special election. If it is not the Council's desire to have a special election, ballot measures will be included with the November general election.

### **Special Election Petition Submittal Deadlines**

If an initiative/referendum petition is submitted with the requisite number of signatures the petition will be brought to the Council for consideration of a special election. If a special election is not called, the initiative/referendum issue will be placed on the next General Election which is November 2020.

The deadlines for petition submittal are as follows to be considered for a special or general election:

1. August 2019 Election - 04/26/2019
2. November 2019 Election - 07/05/2019
3. March 2020 Election - 11/08/2019
4. May 2020 Election - 01/17/2020
5. August 2020 Election - 04/24/2020
6. November 2020 Election - 07/03/2020

### **2020 General Election Timeline**

Should the Council be considering placing any questions on the November 2020 general election, it is not too early to begin the information gathering and education and outreach planning process now. Excise tax (property tax and sales tax) questions and Charter amendments generally have a citizen committee component and the more time that is available for creating the committee and developing recommendations for the Council to consider is extremely helpful. Having time to develop the education and outreach program in advance of the election being called allows the process to begin immediately following the call of the election. The November 3, 2020 general election should be called on or before July 7, 2020 which means recommendations to the Council regarding possible ballot measures need to be discussed and decided upon prior to that date.

For example, if the Council would want to convene a committee to look at recommending capital projects that would be funded through a secondary property tax (which can only be used to pay for general obligation bonds) a schedule could be:

Advertise for Committee Members	Deadline to apply July 2019
---------------------------------	-----------------------------



Applicants to Council for Consideration	September 2019
Convene Committee	September through December 2019
Committee Recommendations to Council	January 2020
Prepare Preliminary Public Outreach, Surveys, etc.	February through April 2020
Final Council Approval	May/June 2020
Prepare Final Public Outreach Materials Present to service groups	July through October 2020
Election	November 2020

**Financial Impact:**

Public education and outreach efforts take financial resources that should be planned for accordingly. Expenses related to outreach efforts should be included in the FY20 budget; funding in the upcoming budget would allow for contracts to be awarded and educational materials to be developed well in advance of the election.

Additionally, if the Council should want to hold a special election in the fall of 2019 there will also be expenses related to preparing for and conducting the election. Election costs are based on the number of registered voters; at the last election the City of Flagstaff had just over 40,000 registered voters. Coconino County Elections charges \$2.50 per registered voter for an all mail ballot special election and \$5.00 per registered voter for a polling place election. If a polling place election is held in conjunction with state, federal, or other county measures the cost is \$2.00 per registered voter. There are also costs associated with the development and distribution of the publicity pamphlet.

**Policy Impact:**

None.

**Connection to Council Goal, Regional Plan and/or Team Flagstaff Strategic Plan:**

There is no Council goal that specifically addresses elections; however, City ballot measures are often based on Council goals.

**Previous Council Decision on This:**

None.

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



# 2019/2020 Election Overview

March 19, 2019

Stacy Saltzburg  
City Clerk







# Election Dates

## City Charter

- 2015 Charter Amendment - City elections same as State.

## Election Dates according to State Statutes

Primary Elections – summer of even numbered years

General Elections - fall of even numbered years

Special Elections - odd or even years





# Types of Elections

## Primary Elections

- Summer of Even Number Years Only – Usually in August
  - Only held if there are more than 2 candidates for each seat.
  - Last Primary Election in 2014

## General Elections

- Fall of Even Number Years Only – November
  - Candidate Elections
  - General Obligation Bonds
  - Sales Tax
  - Permanent Adjustment of Expenditure Base Limitation





# Types of Elections

## Special Elections

- Can be held in odd or even years
  - Initiative, Referendum, or Recall
  - Regional Plan Adoption
  - Franchise
  - Charter Amendments





# Upcoming Election Dates

## Special Elections

- August 27, 2019
- November 5, 2019
- March 10, 2020
- May 19, 2020
- August 25, 2020

## Primary Election (if needed)

- August 25, 2020

## General Election

- November 3, 2020





# Initiative/Referendum

## Submittal Deadlines

- 4 months prior to the election

DATE OF ELECTION	SUBMITTAL DEADLINE
August 2019	April 26, 2019
November 2019	July 5, 2019
March 2020	November 8, 2019
May 2020	January 17, 2020
August 2020	April 24, 2020
November 2020	July 3, 2020





# 2020 General Election Timeline

- The time to begin planning for possible 2020 Ballot Measures is now.
- November 2020 election should be called by July 7, 2020.
- Planning and Outreach take time.
  - Information Gathering
  - Citizen Panel
  - Surveys
  - Tax Question and Charter Amendment Citizen Committees
  - Public Outreach
  - Recommendations to Council





# Possible Timeline

Action	Timeline
Advertise for Committee Members	Deadline to apply, July 2019
Applicants to Council for Consideration	September 2019
Convene Committee	September through December 2019
Committee Recommendations to Council	January 2020
Prepare Preliminary Public Outreach, Surveys, etc.	February through April 2020
Final Council Approval	May/June 2020
Prepare Final Public Outreach Materials Present to Service Groups	July through October 2020
Election	November 2020





# Financial Considerations

- Coconino County Elections conducts the City Elections
- Costs are based on registered voters.
  - 40,000 registered voters at last election.
- Special Elections
  - All Mail Ballot - \$2.50/registered voter
  - Polling Place - \$5.00/registered voter
- Combined Jurisdiction Election
  - Mail & Polling Place - \$2.00/registered voter





# Financial Considerations

- Budget Planning
  - FY20 Budget includes costs for special election (if desired).
    - Publicity Pamphlet
    - Conducting the Election
  - FY21 Budget will include costs for the general election.
    - Publicity Pamphlet
    - Conducting the Election





# Financial Considerations

- Other Election Related Costs for City Questions
  - Information Gathering
  - Outreach Materials
  - Education Materials
  - Consulting Costs (optional)





# QUESTIONS?



**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Stacy Fobar, Deputy City Clerk  
**Date:** 03/12/2019  
**Meeting Date:** 03/19/2019



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**TITLE:**

**Future Agenda Item Request (F.A.I.R.):** A request by former Councilmember Putzova to place on a future agenda a discussion about Affordable Housing ballot measure for 2020.

**STAFF RECOMMENDED ACTION:**

Council direction.

**Executive Summary:**

Rule 4.01, Procedures for Preparation of Council Agendas, of the City of Flagstaff City Council Rules of Procedure outlines the process for bringing items forward to a future agenda. Former Councilmember Putzova had requested this item be placed on an agenda under Future Agenda Item Requests (F.A.I.R.) to determine if there are two additional members of Council interested in placing it on a future agenda.

**Financial Impact:**

**Policy Impact:**

**Connection to Council Goal, Regional Plan and/or Team Flagstaff Strategic Plan:**

**Previous Council Decision on This:**

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**Attachments:**



**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Stacy Fobar, Deputy City Clerk  
**Date:** 03/12/2019  
**Meeting Date:** 03/19/2019



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**TITLE:**

**Future Agenda Item Request (F.A.I.R.):** A request by Mayor Evans to place on a future agenda a discussion regarding establishing/creating the Affordable Housing Commission discussed in Prop 422.

**STAFF RECOMMENDED ACTION:**

Council direction.

**Executive Summary:**

Rule 4.01, Procedures for Preparation of Council Agendas, of the City of Flagstaff City Council Rules of Procedure outlines the process for bringing items forward to a future agenda. Mayor Evans has requested this item be placed on an agenda under Future Agenda Item Requests (F.A.I.R.) to determine if there are another two members of Council interested in placing it on a future agenda.

**Financial Impact:**

**Policy Impact:**

**Connection to Council Goal, Regional Plan and/or Team Flagstaff Strategic Plan:**

**Previous Council Decision on This:**

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**Attachments:**